03474-0-000 LR

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5189

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: Davis Oil Company

Address *(include zip code)*: 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of /6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R.109W., 6th P.M.
Section 13: N½SE¼

Containing 80.00 acres, m/l
in Sublette County, WY

192518

RECORDED Sept. 1 1982 8:00 A.M.
IN BOOK 66 Misc PAGE 1
FEES 6.00 Lena York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Mottin

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 1982.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handling

_____ (Title) (Date) 8-5-15

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights (*including working interests*) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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). If an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and each other party interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the nature and amount of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

STATE OF COLORADO)
: SS
COUNTY OF DENVER)

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth, to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of ENERGY RESOURCES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and seal this 15th day of July, 1982.

My Commission Expires:

March 2, 1986

Lee J. Roller
Notary Public
P. O. Box 1407, Denver, CO 80201

03462-0-000 LR

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-20523

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address (*include zip code*)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R.109W., 6th P.M.

Section 14: NE¼, E½W½, W½SW¼
Section 23: E½W½

Containing 560.00 acres, m/l
in Sublette County, WY

192519

RECORDED Sept 1 1982 8:00 AM
IN BOOK 66 Orig PAGE 3
FEES 6.00 Karol York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Mack

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 1982.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)

Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Lands (Title) (Date) D-5716-1

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

3

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The 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). If an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the nature and percent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

In witness my official seal this 15th day of July, 1982.

My Commission expires:

March 20, 1986

Lee J. Roller Notary Public
P.O. Box 1407, Denver, CO 80201

[redacted] [redacted] 070245-0[redacted] YPR

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5192

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R109W., 6th P.M.

Section 19: Lots 1,2, E½NW¼, NE¼
Section 20: All
Section 21: S½

Containing 1,255.36 acres, m/l
in Sublette County, WY

192520

RECORDED Sept 1 1982 8:40 AM
IN BOOK 66 Ox-U PAGE 5
FEES 6.00 Paid Yes COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

Executed this 15th day of July, 19 82.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Landlish _____ (Title) (Date) D-5718

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

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INSTRUCTIONS

1. *Use of Form* — Use only for assignment of operating rights (*including working interests*) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of the agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of one, 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The 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 furnished and bond coverage in full compliance with the regulations (43 CFR). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interests of Other Parties* — If assignee *is not* the sole party in interest in this assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving 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.

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 application.

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 15th of July, 1982 before me personally appeared Bernard A. Wirth, to me personally known, who being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 15th day of July, 1982.

My Commission Expires

March 20, 1986

Lee J. Roller
Notary Public
P. O. Box 1407, Denver, CO 80201

[redacted] [redacted] 070246-0[redacted]

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-5561

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

T.27N., R.109W., 6th P.M.

Section 21: N½
Section 29: N½

Containing 640.00 acres, m/l
in Sublette County, WY

RECORDED Sept 1 1982 8:00 A.M
IN BOOK 66 Misc PAGE 7
FEES 6.00 Paid COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stine

192521

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

Executed this 15th day of July, 1982.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Cottonwood Unit Ward Sch

_____ (Title) _____ (Date) 9-5720

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 furnished.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon cessation of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

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)

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2. *Filing and Number of Copies* – Submit three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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). If an operator's bond is required, it must be furnished prior to approval of the assignment.

4. *Statement of Interests of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the nature and percentage of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2b(d) require that you be furnished the following information in connection with information required by this application.

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 15th day of July, 1982, before me personally appeared Lee J. Roller, to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of ENERGY RESOURCES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 15th day of July, 1982.

My Commission Expires:

March 20, 1986

Lee J. Roller
Notary Public
P. O. Box 1407, Denver, CO 80201

070228-0

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-0320797

Lease effective date
December 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

T.27N., R.110W., 6th P.M.

Section 23: S½
Section 26: N½, SW¼, N½SE¼, SW¼SE¼

Containing 920.00 acres, m/l
in Sublette County, WY

RECORDED Sept 1 1982 8:00 A.M.
IN BOOK 66 Ores PAGE 9
FEES 6.00 Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Wanda McDonald

192532

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.25%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

Evidence of Attorney-in-Fact is filed in W-56800 and such Authority is still in effect.

Executed this 15th day of July, 1982.

ENERGY RESERVES GROUP, INC.

by: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Waldrop Unit Landsale

_____ (Title) _____ (Date) D-5642

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

9

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of the agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The 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 [illegible]). If an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the nature and percent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2(d) provide that you be furnished the following information in connection with information required by this application and assignment.

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and seal this 15th day of July, 1982.

My Commission Expires:

March 20, 1986

Lee J. Boller
Notary Public
P. O. Box 1407, Denver, CO 80201

[redacted] [redacted] [redacted]

[redacted] 03459 [redacted] LR

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires February 28, 1982

Lease Serial No.
W-12553

Lease effective date
June 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address (*include zip code*)

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

T.27N., R.109W., 6th P.M.

Section 24: NW¼

Containing 160.00 acres, m/l
in Sublette County, WY

192523

RECORDED Sept 1 1982 Sublette
IN BOOK 66 Orig PAGE 11
FEES 6.00 Jan A. Yoder COUNTY CLER
SUBLETTE COUNTY CLERK
by Dorothy Mattern

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 1982.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handled

_____ (Title) (Date) 11-5635

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

11

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of the agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of one 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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). If an operator's bond is required, 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 or transferee must submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the nature and percent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written.

NOTICE

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 15 day of July, 19 8 before me personally appeared Bernard A. [illegible] to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of July, 19 82.

My Commission Expires

March 20, 1986

(Lee J. Roller) Notary Public
P.O. Box 1407, Denver, CO 80201

034[redacted] LR

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-20522

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address (*include zip code*)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of /6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

T.27N., R.109W., 6th P.M.

Section 25: NW¼, S½

Containing 480.00 acres, m/l
in Sublette County, WY

192524

RECORDED Sept 1 1982 8:00 A.M.
IN BOOK 66 PAGE 13
FEES 6.00 Nancy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 19 82.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)

Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Landlocks _____ (Title) _____ (Date) D-5705-1

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

13

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights (*including working interests*) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is set out on the instrument of transfer, a separate instrument for each assignment.

2. *Filing and Number of Copies* – Three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – An 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 3). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interests of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving 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.

NOTICE

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Bernard A. Wirth acknowledged said instrument to be the free act of said corporation.

Witness my hand and seal this 15th day of July, 1982.

My Commission Expires:

March 20, 1986

Lee J. Rolfer Notary Public
P.O. Box 1407, Denver, CO 80201

070213-000 CL

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-5190

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

T.27N., R.109W., 6th P.M.

Section 27: NW¼

Containing 160.00 acres, m/l
in Sublette County, WY

192525

RECORDED Apr 7 1982 8:12 A.M.
IN BOOK 66 Ovd PAGE 45
FEES 6.00 Lana Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stein

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 1982.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit | Land | Seh

_____ (Title) _____ (Date) 5-5-16

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

15

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound to the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2)

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, fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* — Use this form for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The 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 3106.1). If an operating agreement is involved, a copy of the agreement *must* be furnished prior to approval of the assignment.

4. *Statement of Interests of Other Parties* — If assignee is *not* the sole party in interest in the assignment, assignee or transferee must submit, at the time the assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and each other party interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the nature and percentage of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d)

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 15th day of July, 1982, before me personally appeared Bernard A. Wirth, to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of ENERGY RESOURCES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July, 1982.

My Commission Expires:
March 20, 1986

Lee J. Roller
Box 1407
Denver, CO 80201

Lee J. Roller
Notary Public

[redacted] [redacted] [redacted]

070[redacted] CL

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1985

Lease Serial No.
W-5122

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: Davis Oil Company

Address (include zip code): 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R.109W., 6th P.M.

Section 26: All
Section 27: E½
Section 35: E½E½

Containing 1,120.00 acres, m/l
in Sublette County, WY

Sept 1 1982 8:00 AM
Book 669 Page 17
Teton County Clerk
Deputy Clerk

19[illegible]6

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 1982.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: [signature]
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handled

_____ (Title) (Date) 10-5-82

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 at 43 CFR 3106

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

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 operating rights *(including working interests)* and gas leases. If transfer of operating rights is contained by an operating agreement, a single copy of the agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of one, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* -- Three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. Filed assignment must be ninety (90) days after date of final execution.

3. *Effective Date of Assignment* -- The 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 _____). If an operator's bond is required, it must be furnished prior to approval of the assignment.

4. *Statement of Interests of Other Parties* -- If assignee *is not* the sole party in interest in the assignment, assignee or transferee must, at the time assignment is filed, furnish a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, a signed statements giving the name and address of the interest of each, the nature of the interest, whether oral; and a copy of the agreement between them, if written.

NOTICE

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth, to me personally known, who being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

In witness whereof I have hereunto set my hand and seal this 15th day of July, 1982.

My Commission Expires:

March 20, 1986

Lee J. Roller
Notary Public
P. O. Box 1407, Denver, CO 80201

[redacted] [redacted] [redacted]

070225

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-52118

Lease effective date
March 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R109W., 6th P.M.
Section 28: All

Containing 640.00 acres, m/l
in Sublette County, WY

3. Specify interest or percent of operating rights being conveyed to assignee — 50% of 6.25%

4. Specify interest or percent of operating rights being retained by assignor — 3.125%

5. Specify overriding royalty interest being reserved by assignor — None

6. Specify overriding royalty previously reserved or conveyed, if any — 5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 19 82.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)

P.O. Box 1407
(Assignor's Address)

Bernard A. Wirth
Attorney-in-Fact

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective ____ By ____
(Authorized Officer)

#1 Bidenwood Unit/Ward Esh

(Title) (Date)

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2)

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 that they 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 operating rights (including working interests) and gas leases. If transfer of operating rights is covered by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 furnished as provided in the regulations (43 CFR _____) *must* be furnished in full compliance with the regulations. If an operator's bond is required, it must be furnished prior to approval of the assignment.

4. *Statement of Interests of Other Parties* – If assignee is *not* the sole party in interest in the assignment, assignee must, at the time the assignment is filed, furnish a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, the name and street address and statements giving the nature and percentage of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR _____ apply)

STATE OF COLORADO)
)
COUNTY OF DENVER

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth, to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July, 1982.

My Commission Expires:

March 20, 1986

Lee J. Roller
Box 1407
Denver, CO 80201

Notary Public

070251 [redacted] TPR

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1985

Lease Serial No.
W-5123

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address (include zip code)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R.109W., 6th P.M.

Section 29: SE¼

Containing 160.00 acres, m/l
in Sublette County, WY

RECORDED [illegible]
BOOK 660 Pgs
FEE $ [illegible]
SUBLETTE COUNTY CLERK

1204318

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 19 82.

ENERGY RESERVES GROUP, INC.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

By: Bernard A. Wirth
(Assignor's Signature)

Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handling _____ (Title) _____ (Date) D-5868

NOTE: This form may be reproduced provided it copies the exact reproduction 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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described therein as to interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 transfer of operating rights (*including working interest*) and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — Submit three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — If approved, the assignment, if approved, takes effect on the first day of the month following the date of filing of *all* papers. Assignee's qualifications must be furnished as provided in the regulations (43 CFR 3106) and bond coverage must be in full compliance with the regulations. If an increased lessor's bond is required, it must be furnished prior to approval of the assignment.

4. *Statement of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must*, at the time the assignment is filed, furnish a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest and signed statements giving the nature and percentage of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d)

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 15th day of July, 1982, before me personally appeared Bernard A. Wirth to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 15th day of July, 1982.

My Commission Expires:

March 31, 1986

Lee V. Roller
Notary Public
P. O. Box 1407, Denver, CO 80201

[redacted] [redacted] [redacted]

[redacted] [redacted] 071[redacted] C 1.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires February 28, 1982

Lease Serial No.
W-66306

Lease effective date
March 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R.109W., 6th P.M.

Section 32: E½, E½W½, W½SW¼

Containing 560.00 acres, m/l
in Sublette County, WY

RECORDED [illegible] 19[illegible] [illegible]M
IN BOOK [illegible] PAGE 23
FEE $[illegible]
SUBLETTE COUNTY CLERK
[illegible] COUNTY CLERK

[illegible]9

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 19 82.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

Attorney-in-Fact (Title) (Date) D-3066-2

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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 operating rights (*not creating working interests*) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of one 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – If assignment, if approved, takes effect on the first day of the month following the date of filing if all required papers. Assignee's qualifications (43 CFR sections [illegible]) *must* be furnished in full compliance with the regulations (43 CFR [illegible]). If an operator's bond is required, 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 or transferee *must* attach, at the time the assignment is filed, a signed statement listing the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, a true and signed statements giving the name and address of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 15th day of July, 19 82 before me personally appeared Bernard A. White to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Bernard A. White acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 15th day of July, 1982.

My Commission expires:

March 20, 1986

Lee J. Rotter Notary Public
P.O. Box 1407, Denver, CO 80201

[redacted] [redacted] 07[redacted] L

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-66305

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address (*include zip code*) 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 76.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R.109W., 6th P.M.

Section 31: Lots 1,2,3,4, E½W½, E½
Section 32: W½NW¼

Containing 676.08 acres, m/l
in Sublette County, WY

136510

[illegible] 1982 at 2:22 PM
IN BOOK 64 [illegible]
PAGE 25
FEES $6.00 Jake [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 19 82.

ENERGY RESERVES GROUP, INC.

BY: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Hand Book

_____ (Title) (Date) 1-5868-2

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of the agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out in full, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – Three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee must accompany this assignment. File assignment within ninety (90) days after date of final execution.

3. *Effective Date of Assignment* – If approved, the 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 furnished as provided in the regulations (43 CFR 3106) and compliance with the regulations (43 CFR 3104) must be furnished. If an operator's bond is required, it must be filed prior to approval of the assignment.

4. *Statement of Interests* – If assignee is not the sole party in interest in this assignment, assignee or transferee must, at the time assignment is filed, file a signed statement naming the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the other parties interested must submit, each of them, qualifications to hold the lease and signed statements giving the name and address of the interest of each, the nature of the interest of each of them, if oral; and a copy of the agreement, if written.

NOTICE

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth, to me personally known, who being by me first duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 15th day of July, 1982.

My Commission Expires:
March 20, 1986

Lee J. Roller
Box 1407
Denver, CO 80201

Lee J. Roller
Notary Public

[redacted] [redacted] [redacted]

[redacted] [redacted] 070[redacted] CL

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-52116

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of /6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T.27N., R.109W., 6th P.M.

Section 33: All

Containing 640.00 acres, m/l
in Sublette County, WY

RECORDED ... 1982 ... M
IN BOOK ... PAGE 27 ...
FEE $ ... SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 15th day of July, 1982.

ENERGY RESERVES GROUP, INC.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

By: Bernard A. Wirth
(Assignor's Signature)

Bernard A. Wirth
Attorney-in-Fact

P.O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective ..... By .....
(Authorized Officer)

#1 Goldenrod Unit/Madison
(Title) (Date) A-5868-1

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights for operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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 operating rights (including working interests) and gas leases. If transfer of operating rights is covered by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – Submit three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee must accompany this assignment. File assignment within ninety (90) days after date of final execution.

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3102) and *must* be furnished. If an operator's bond is required, it must be furnished prior to approval of the assignment.

4. *Statement of Other Parties* – If assignee is not the sole party in interest in this assignment, assignee of record, at the time assignment is filed, must file a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving 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.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) require that you be furnished the following information in connection with information required by this application and

STATE OF COLORADO)
)
COUNTY OF Denver)

On this 15th day of July, 1982 before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July, 1982.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: May 1, 1986

Lee J. Roller
Notary Public
Box 1407
[redacted] Denver, CO 80[redacted]
[redacted]

Mid-Continent Association Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SECO Energy Corporation,

404 Petroleum Bldg, Casper, WY 82601

(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 R.K. O'Connell,

P.O. Box 2693, Casper, WY 82602; and Rex Randolph, P.O. Box 571, Casper, WY 82602

(hereinafter called Assignee), to each, 33 1/3% of 100% interest in and to the oil and gas lease dated May 7, 19 82, from Bill Curtis Milleg a/k/a Billie Curtis Milleg and Helen Milleg, husband and wife and Bill Milton Milleg and Sandra Milleg, husband and wife, Lessor, to Seco Energy Corporation, Lessee, recorded in book 65, page 325, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 30 North, Range 112 West, 6th P.M.

Section 35: E½NE¼
Section 36: N½NE¼, N½NW¼, SE¼NW¼, SW¼NW¼ (less Tract #1 & #2 of Milleg Heights Subdivision and Parcel 3 described by Metes and Bounds in Warranty Deed recorded at Book 10 Deeds, Page 45, all containing 6.446 acres)

Assignor hereby retains 33 1/3% of 100% interest in and to the subject oil and gas lease.

of Section --, Township --, Range --, and containing 313.554 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 31st day of August, 19 82.

Attest:
Donald H. Stevens
Asst. Secretary

SECO Energy Corporation (Seal)

By: Richard B. Stevens, President (Seal)

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 3rd day of Sept, 1982, at 8 o'clock A M., and duly recorded in book 65 Misc Page 329 of the records of this office.

Register of Deeds.

When recorded
Return to

State of Wyoming } ss.
County of Natrona }

ACKNOWLEDGMENT (For use by Corporation)

On this 31st day of August, A. D. 19 82, before me personally appeared Richard B. Stevens, to me personally known, who, being by me duly sworn, did say that he is the President of SECO Energy 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 Richard B. Stevens acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 31st day of August, A. D. 1982.

(SEAL)

Arlene T. Krawczyk
Notary Public

My Commission expires: [illegible]

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WILLIAMS EXPLORATION COMPANY, a Delaware corporation, with an office at 3025 South Parker Road, Suite 600, Aurora, Colorado 80014, hereinafter referred to as "Assignor", hereby does bargain, sell, assign, transfer, and convey unto TERRA RESOURCES, INC., with an office at 5975 S. Syracuse Street, Englewood, Colorado 80111, hereinafter referred to as "Assignee", an undivided fifty percent (50%) of Assignor's right, title, and interest in and to the following referenced oil and gas leases covering lands situated in Sublette County, State of Wyoming, to wit:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof for all purposes

(said leased oil and gas leases and lands sometimes being referred to herein as "lease acreage"), subject to the following terms and conditions:

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to any valid overriding royalties, production payments, net profits obligations, carried working interest and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to perform or carry, as the case may be, its proportionate share of such outstanding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

RECORDED [illegible] 19[illegible] [illegible] M
IN BOOK 60 Oil & Gas PAGE 30
[illegible] COUNTY CLERK
[illegible]

[illegible]

2. This assignment is made subject to all the terms and the express and implied covenants and conditions of said leases, to the extent of the rights hereby assigned, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants, and conditions insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor, but also in favor of the Assignor and its successors and assigns.

3. This assignment is made without warranty of any kind, but Assignor does covenant with Assignee that Assignor has not encumbered the lease acreage herein assigned.

4. The terms, covenants, and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective successors or assigns; and such terms covenants, and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

5. In the event that the Assignee should elect to surrender, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than sixty (60) days in advance of such surrender, abandonment or release, and, if requested so to do so by Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

TO HAVE AND TO HOLD said lease acreage unto the assignee, its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 20th day of August, 1982.

WILLIAMS EXPLORATION COMPANY

By: _____
Joe Gill, Attorney in fact

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before by Joe Gill, as Attorney in-Fact for WILLIAMS EXPLORATION COMPANY this 20th day of August, 1982.

WITNESS my hand and official seal.

NOTARY PUBLIC OF CO

_____
Notary Public

3025 South Parker Road, Suite 600
Aurora, Colorado 80014

My commission expires:

4/26/85

EXHIBIT "A"

ATTACHED TO: Assignment
BETWEEN: Williams Exploration Company
and Terra Resources, Inc.
DATED: August 20, 1982

STATE OF Wyoming
COUNTY OF Sublette
PROSPECT Greater LaBarge

LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	GROSS ACRES
W-9889	Charles G. Chrisman, et al	Williams Exploration Company	1-6-82	Township 29 North-Range 114 West,6thPM Section 1: S/2 SW/4 Section 2: Lot 3, SE/4 NW/4, E/2 SW/4, S/2 SE/4 Section 11: N/2 NE/4 Section 12: N/2 NW/4 Township 30 North-Range 114 West,6thPM Section 34: E/2 SE/4 Section 35: S/2 SW/4	64	324	628.58
W-10893	Abner Goldstone	Williams Exploration Company	7-15-82	Township 29 North-Range 114 West,6thPM Section 2: Lot 2, SW/4 NE/4, NW/4 SE/4 Township 30 North-Range 114 West,6thPM Section 35: SW/4 SE/4	65	550	148.86

ASSIGNMENT OF OVERRIDING ROYALTY

FILED
1982 June 23 M
BOOK 63 PAGE 34
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

Howard E. Marlow 5290 East Nassau Circle Englewood, Colorado 80110

_____, hereinafter called Assignee, his heirs and assigns, an overriding royalty of an undivided 2.5% all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein described, then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

It is agreed that the obligations 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.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 23rd day of June, 1982.

ATTEST:

WOODS PETROLEUM CORPORATION

LeRoy Ussery, Secretary

Larry L. Miles, Vice President

from Woods Petroleum Corporation
to Howard E. Marlow dated June 23, 1982

EXHIBIT "A"

WPC NO.	LESSOR	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
12230-1	W-74296 USA	R. J. Schuck	2-1-82	Township 30 North, Range 110 West Section 12: N/2 N/2

ASSIGNMENT OF OPERATING RIGHTS AND WORKING INTERESTS

COUNTY OF SUBLETTE }
STATE OF WYOMING }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, TERRA RESOURCES, INC., hereinafter called "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	12.08333%
MESA PETROLEUM CO. P. O. Box 2009 Amarillo, Texas 79189-2009	9.66667%
JOHN J. CHRISTMANN 1500 Broadway, No. 800 Lubbock, Texas 79401	.975%
FLAG REDFERN OIL COMPANY P. O. Drawer 2280 Midland, Texas 79701	.975%
VERNON T. DELGADO P. O. Box 66 Pinedale, Wyoming 82941	.975%
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	.325%
	25.00%

hereinafter called "Assignee", IN THE PROPORTIONS SHOWN ABOVE, all of Assignor's interest (being an undivided twenty-five (25) percent interest) in and to the operating rights and working interest in the oil and gas in and under Section 8, Township 29 North, Range 114 West, Sublette County, Wyoming, below the base of the Dakota formation, being defined as that certain stratigraphic horizon found at 9340 feet on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4SW/4 of Section 16, Township 29 North, Range 114 West, Sublette County, Wyoming.

192577

RECORDED September 7, 1982 at 2:22 PM
IN BOOK 66 Misc. PAGE 36
FEE $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Thune
11 31 2316-34397

36

Assignor hereby reserves unto itself, its successors and assigns, a 1/16th of 8/8ths overriding royalty interest in and to the oil and gas rights assigned hereunder in said Section 8, which overriding royalty shall be reduced in proportion to Assignor's ownership of working interest and operating rights assigned herein, until payout of the Riley Ridge Federal No. 8-24 well located in the SE/4SW/4 of Section 8, Township 29 North, Range 114 West, Sublette County, Wyoming, pursuant to the terms of that certain Farmout Agreement dated April 3, 1979, as amended between Terra Resources, Inc., et al and John J. Christmann. At payout, as defined in that certain Farmout Agreement dated April 3, 1979, Assignor shall have the option to convert its overriding royalty interest to an undivided thirty percent (30%) of the operating rights and working interest assigned hereunder. If Assignor elects to convert its overriding royalty interest to a working interest, Assignee shall thereafter own an undivided seventy percent (70%) of the oil and gas operating rights and working interest in the said Section 8 assigned hereunder in the following proportions:

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO	.1666%
MESA PETROLEUM CO.	.3334%
JOHN J. CHRISTMANN	.0975%
FLAG REDFERN COMPANY	.0975%
VERNON T. DEAN CO	.0975%
SHERMAN H. NORTON	.0325%
	1.0%

The overriding royalty interest herein reserved shall be in addition to and excluding any existing royalty and overriding royalty burdening the leases herein assigned.

It is understood by the parties hereto that Assignor's interest in the said Section 8 arises by virtue of that certain Working Interest Pooling Agreement dated June 1, 1979, between Terra Resources, Inc. et al and Yates Drilling Company, et al. The interest in Section 8 assigned hereunder is expressly made subject to the terms and provisions of said Working Interest Pooling Agreement.

This Assignment is made subject to the terms and conditions of that certain Farmout Agreement dated April 3, 1979, as amended June 4, 1979 June 29, 1979, and November 30, 1979 by and between Terra Resources, Inc., Rainbow Resources, Inc., Barber Oil Exploration Inc. and John J. Christmann.

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

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 9th day of August, 1982.

ATTEST:

By: _____
William H. Everett III, Secretary

TERRA RESOURCES, INC.

By: _____
F. H. Merelli, President

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

On this 9th day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS my hand and seal this 9th day of August, 1982.

BETH DURROWS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA

_____
Notary Public

My Commission Expires:

My Commission Expires March 8, 1986

39

2316-44087

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Terra Resources, Inc., Assignor, being lessee and owner of 50% of , that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0342 , and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 114 West
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and 00/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto SEE ATTACHED RIDER , assignee, 70% of the rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 114 West
Section 16: All

Insofar and only insofar as the operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as that certain stratigraphic horizon found at 9340' on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 of Section 16: Township 29 North, Range 114 West.

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

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

IN WITNESS WHEREOF, this instrument executed this 9th day of August, 1982

WITNESS:

Debbie Blackman

TERRA RESOURCES, INC.
Assignor-Lessee

By
F. H. Merelli
President

Attest:
William H. Everett III
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19 , before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

1925779

RECORDED Sept 7 1982 8:22 M
IN BOOK 66 Ord PAGE 52
FEES $7.25 Fern Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

On this 9th day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 9th day of August, 1982.

NOTARY PUBLIC
STATE OF OKLAHOMA

My Commission Expires:
My Commission Expires March 8, 1986

Notary Public

RIDER

Attached to and made a part of the Assignment of State of Wyoming Oil and Gas Lease by and between TERRA RESOURCES, INC., as Assignor, and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, et al, as Assignees, for State of Wyoming Lease 76-0342.

ASSIGNEES' NAME AND ADDRESS	PERCENTAGE
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 70%
MESA PETROLEUM CO. P.O. Box 2009 Amarillo, Texas 79189-2009	36.19050% x 70%
JOHN J. CHRISTMANN Suite 800 1500 Broadway Lubbock, Texas 79401	5.57142% x 70%
FLAG REDFERN OIL COMPANY P.O. Drawer 2280 Midland, Texas 79701	5.57142% x 70%
VERNON T. DELGADO P.O. Box 66 Pinedale, Wyoming 82941	5.57142% x 70%
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	1.85714% x 70%
	100% 70%

REASSIGNMENT CLAUSE

In the event Assignees desire to surrender said lease as to all or any part of the acreage covered hereby, said Assignees agree to notify Assignor at least seventy-five (75) 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 portions thereof to be relinquished. Should Assignor hereunder elcet to receive such reassignment, same will be delivered by Assignees, without additional burdens, prior to the anniversary date of said lease.

SIGNED: _____ DATED: August 9, 1982

41

2316-44087

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~xxxx~~ Terra Resources, Inc., Assignor, being lessee and owner of 50% of , ~~XXXXXXX~~

~~Being Lessee, Lessee, XXXX~~ that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0342 , and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 114 West
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and 00/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto SEE ATTACHED RIDER

~~XX~~ , assignee, 70% of the all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 114 West
Section 16: All

Insofar and only insofar as the operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as that certain stratigraphic horizon found at 9340' on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 of Section 16: Township 29 North, Range 114 West.

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

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

IN WITNESS WHEREOF, this instrument executed this 9th day of August, 1982

WITNESS:

Debbie Blackburn

TERRA RESOURCES, INC

By F. H. Merell, President

Attest: William H. Everett III, Secretary

Assignor-Lessee

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires

132572

RECORDED September 20 1982 8:00 AM
IN BOOK 66 Misc PAGE 41
FEES $7.00 Lou J Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Kathleen Pollock Deputy

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 9th day of August, 1982, before me personally appeared F. H. Merell to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merell acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 9th day of August, 1982.

BETH BURROUGHS NOTARY PUBLIC IN AND FOR TULSA COUNTY, OKLA.

My Commission Expires:
My Commission Expires March 8, 1986

Notary Public

RIDER

Attached to and made a part of the Assignment of State of Wyoming Oil and Gas Lease by and between TERRA RESOURCES, INC., as Assignor, and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, et al, as Assignees, for State of Wyoming Lease 76-0342.

ASSIGNEES' NAME AND ADDRESS	PERCENTAGE
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 70%
MESA PETROLEUM CO. P.O. Box 2009 Amarillo, Texas 79189-2009	36.19050% x 70%
JOHN J. CHRISTMANN Suite 800 1500 Broadway Lubbock, Texas 79401	5.57142% x 70%
FLAG REDFERN OIL COMPANY P.O. Drawer 2280 Midland, Texas 79701	5.57142% x 70%
VERNON T. DELGADO P.O. Box 66 Pinedale, Wyoming 82941	5.57142% x 70%
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	1.85714% x 70%
	100% 70%

REASSIGNMENT CLAUSE

In the event Assignees desire to surrender said lease as to all or any part of the acreage covered hereby, said Assignees agree to notify Assignor at least seventy-five (75) 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 portions thereof to be relinquished. Should Assignor hereunder elcet to receive such reassignment, same will be delivered by Assignees, without additional burdens, prior to the anniversary date of said lease.

SIGNED: _____ DATED: August 9, 1982

2316-44037

43

ASSIGNMENT

Liberal Printing, Ltd. W. 1st St., Casper, Wyoming

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~xxxx~~ Terra Resources, Inc., Assignor, being lessee and owner of 50% of , ~~XXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0342 and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 114 West
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and 00/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto SEE ATTACHED RIDER

~~XX~~ , assignee, ~~all~~ 70% 1st rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 114 West
Section 16: All

Insofar and only insofar as the operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as the certain stratigraphic horizon found at 9340' on the Induction Electrical Log in the True Oil Co State No. 24-16 well located in the SE/4 SW/4 of Section 16: Township 29 North, Range 114 West.
and containing acres, more or less, reserving, however, unto assignor

TO HAVE AND TO HOLD unto the said American Quasar Petroleum et al, successors and assigns, subject to the terms and conditions of said lease, the grants and stipulations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 9th day of August, 1982

WITNESS:

Debbie Blackford

TERRA RESOURCES, INC.

By F. H. Merelli
Assignor-Lessee

Attest: William H. Hackett III
President

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

12560

RECORDED Aug. 27 19 82 8:00 A M
IN BOOK 66 Oil & Gas PAGE 43
FEES $ 7.00 Sandy L. Miller COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

On this 9th day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me first sworn did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 9th day of August, 1982.

Notary Public

My Commission Expires:
My Commission Expires March 8, 1986

RIDER

Attached to and made a part of the Assignment of State of Wyoming Oil and Gas Lease by and between TERRA RESOURCES, INC., as Assignor, and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, et al, as Assignees, for State of Wyoming Lease 76-0342.

ASSIGNEES' NAME AND ADDRESS	PERCENTAGE
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 70%
MESA PETROLEUM CO. P.O. Box 2009 Amarillo, Texas 79189-2009	36.19050% x 70%
JOHN J. CHRISTMANN Suite 800 1500 Broadway Lubbock, Texas 79401	5.57142% x 70%
FLAG REDFERN OIL COMPANY P.O. Drawer 2280 Midland, Texas 79701	5.57142% x 70%
VERNON T. DELGADO P.O. Box 66 Pinedale, Wyoming 82941	5.57142% x 70%
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	1.85714% x 70%
	100% 70%

REASSIGNMENT CLAUSE

In the event Assignees desire to surrender said lease as to all or any part of the acreage covered hereby, said Assignees agree to notify Assignor at least seventy-five (75) 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 portions thereof to be relinquished. Should Assignor hereunder elcet to receive such reassignment, same will be delivered by Assignees, without additional burdens, prior to the anniversary date of said lease.

SIGNED: _____ DATED: August 9, 1982

45

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-63490

Lease effective date
June 1, 1978

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

ENERGETICS, INC.

Address *(include zip code)*
102 Inverness Terrace East
Englewood, CO 80112

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.3-3)

Township 27 North, Range 111 West, Sublette County, Wyoming

Section 32: Lot 2, NW¼, N½SW¼
From the surface to a depth of 9,786 feet below the surface

192561

RECORDED Oct 7 1982 2 PM
IN BOOK 66 Oil & Gas PAGE 5
FEES $4.00 Paid SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK
Dana Williams

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	12.50%
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached)* are incorporated in and made a part of this assignment. Approval of this assignment shall not institute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 while the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

*being that certain "Assignment of Operating Rights" between the parties hereto of even date herewith attached hereto as Exhibit "A".

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 6 day of February, 1981.

THE SUPERIOR OIL COMPANY

By: [signature]
Attorney-in-Fact

P. O. Box [illegible]
(Assignor's Address)

Houston (City) Texas (State) 77001 (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)

ACTING Chief, Oil & Gas Section
(Title)

APR 7 1982

[redacted] 11 [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 MONTANA 065500.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 8th day of September, 1981.

ENERGETICS, INC

By: [signature]
(Assignee's Signature)

P. D. Maher, Executive Vice President

102 Inverness Terrace East
(Assignee's Address)

ATTEST: [SEAL]
Margaret L. Scott, Asst. Secretary

Englewood (City) Colorado (State) 80112 (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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

U.S. Government Printing Office: 1980-677 655/409

47

Exhibit "A"

ASSIGNMENT OF OPERATING RIGHTS

THIS ASSIGNMENT made and entered into this 12 day of February, 1981, by and between THE SUPERIOR OIL COMPANY, a corporation, hereinafter called "Superior", and ENERGETICS, INC., hereinafter called "Assignee",

W I T N E S S E T H :

That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it paid, receipt of which is hereby acknowledged, Superior does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, without representation or warranty of any kind, either express or implied, and without recourse to Superior, even for return of the consideration paid therefor or its value, but with complete subrogation of all of Superior's rights or action of warranty against all former owners or proprietors, unto Assignee, all of its operating rights in and to the following Oil and Gas Lease(s) insofar, and only insofar, as said lease(s) embrace that certain land in Sublette County/Parish XXXXXX Wyoming, hereinafter described:

Oil and Gas Lease #W-03490 from The United States of America, Lessor, to The Superior Oil Company, Lessee, dated effective June 1, 1978, insofar, and only insofar, as said lease covers:

Township 27 North, Range 111 West

Section 31: Lot 2, NW¼, N½SW¼
From the surface to a depth of 9,786 feet below the surface;

Said Oil and Gas Lease(s) are hereinafter referred to as "said lease(s)" and the lands subject to this assignment, or portions thereof limited as to depth or formation, are hereinafter referred to as "said assigned premises"

SUPERIOR EXCEPTS FROM THIS ASSIGNMENT AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS:

(a) Record title in and to said lease(s);

(b) All minerals covered by said lease(s) other than oil, gas, casinghead gas, condensate and distillate, together with all rights of ingress and egress to explore for and produce the same;

(c) An overriding royalty of one-eighth (1/8) of eight-eighths (1/8 of 8/8) of all the oil, gas, casinghead gas, condensate and distillate in, under and which may be produced and saved from said assigned premises, which overriding royalty is in addition to the royalty reserved by the lessor in said lease(s) and all other overriding royalties, if any, previously reserved or conveyed, and

~~(c) The right to convert the aforesaid reserved overriding royalty to a working interest in said lease(s)~~ in the amount, at the time and in the manner set forth in that certain Farmout Agreement between the parties dated .....

The oil, gas, casinghead gas, condensate and distillate herein reserved shall be delivered to Superior in any tanks, pipelines or other receptacles with which the wells on said land may be connected, free of all cost of drilling for, producing, saving, treating and delivering the same and free of all taxes, other than severance or production taxes applicable thereto. Superior, or its agents, shall have the right to witness all gauging and runs of oil, to obtain a certified copy of all run tickets and other receipts for delivery of oil produced and run from said assigned premises, and to check all measurements of tanks and pipeline runs. The overriding royalty herein reserved must be delivered regardless of whether Assignee is an underproduced party pursuant to a gas balancing agreement or a deferred production arrangement and regardless of whether Assignee is selling or taking all or any part of its share of the total working interest production.

Superior may require that Assignee receive and market all or any portion of its share of the production on the same terms and for the same prices as Assignee is then receiving for its share of the production, in which event (a) overriding royalties on oil, condensate and other liquid hydrocarbons produced and saved at the well by ordinary production methods shall be paid to Superior on or before the last day of each month for production of the previous month, and (b) overriding royalties on gas and liquids or other products extracted or processed from gas other than by ordinary production methods shall be paid to Superior on or before the last day of the second month following that in which produced or extracted or processed.

If Superior owns less than all of the working interest in said lease(s) or if said lease(s) covers a less interest in the oil, gas, casinghead gas, condensate and distillate in all or any part of said assigned premises than the entire fee simple estate therein, then the overriding royalty herein reserved ~~and the working interest to which it may be converted~~ accruing from that part of said assigned premises as to which said lease(s) covers less than the full interest, shall be proportionately reduced.

The overriding royalty reserved by Superior may be pooled and combined for the development and production of oil or gas in the same manner, to the same extent, and with the same legal force and effect as the landowner's royalty may be pooled and combined under the terms of the underlying lease. Assignee shall furnish Superior with a certified copy of all recorded unit designations embracing said overriding royalty, or any part thereof.

No obligation, either express or implied, shall arise solely by reason of the overriding royalty herein reserved which shall obligate Assignee to keep and maintain said lease(s) in force and effect either by payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon said assigned premises, it being expressly understood that Superior is to receive the overriding royalty in such production only out of the oil, gas, casinghead gas, condensate and distillate if, as and when produced and saved at the will of Assignee from said assigned premises under the terms and provisions of said lease(s).

IN CONSIDERATION OF THE FOREGOING ASSIGNMENT, IT IS AGREED AS FOLLOWS:

1. Superior shall have unrestricted access to said assigned premises and any units in which they may be included for the purpose of witnessing all operations thereon and of measuring and gauging or witnessing the measuring and gauging of the production obtained therefrom. In addition, Assignee shall furnish to Superior, free of cost to it and currently as available, the following information and data as to all wells drilled on the lands covered hereby or on any units in which they may be included, to-wit:

   (a) True copies of all electrical formation surveys and well surveys.

   (b) An accurate monthly report showing the production and the detailed disposition of the volumes of oil, condensate, water, associated gas, non-associated gas or other substances produced from, as well as the volumes of all substances injected into, each reservoir.

   (c) A true report of each potential test, gas-oil ratio test, GPM test, packer leakage test, and any other test conducted on a well.

   (d) A true copy of each bottomhole pressure survey, reservoir fluid analysis, special core analysis, and any other survey or measurements conducted on a well.

   (e) A true and legible copy of each form and report filed with any regulatory body concerning a well.

2. Assignee shall comply with all express and implied covenants and conditions of said lease(s) for offsetting or reasonable development. If Assignee elects not to perform an express or implied covenant which must be performed to avoid default, or elects not to pay or cause to be paid any delay rental, shut-in gas well royalty or other payment, or for any reason desires to release or surrender said lease(s) as to all or part of the lands embraced thereby, it shall first so advise Superior in writing and, upon written request therefor from Superior, shall reassign said lease(s) or portion thereof so involved to Superior. In no event shall Assignee release or surrender said lease(s) or any part thereof or allow the same to expire without offering to reassign the applicable lease(s) to Superior.

3. In the event production from said assigned premises or a unit which includes said assigned premises ceases at any time and from time to time for a period of 60 consecutive days and Assignee is not otherwise maintaining said lease(s) by payment of shut-in royalty, Assignee shall forthwith reassign to Superior all of Assignee's rights in said lease(s) unless Assignee is in the process of drilling or conducting other continuous operations on said lease(s) or on such unit in the diligent and good faith attempt to re-establish production from said assigned premises. If such attempt fails to re-establish production from said assigned premises, such reassignment to Superior shall be made within 30 days after such operations cease.

4. Any reassignment of said lease(s) as herein provided shall be without cost or expense to Superior and the interest reassigned shall be free and clear of all overriding royalties, liens, encumbrances and other burdens created by through or under Assignee. Any such reassignment also shall be free and clear of any commitment by Assignee of the gas produced and saved from the acreage subject thereto and any applicable gas contract between Assignee and a third party or parties shall expressly so provide. Superior shall have the option to purchase all wells and leasehold equipment on the reassigned premises at the net salvage value thereof. Any remaining well or wells on said reassigned premises not so purchased by Superior shall be plugged and abandoned in accordance with the rules and regulations of any governmental agency having jurisdiction thereof and the premises restored to the extent practicable at Assignee's sole risk and cost.

5. Assignee gives Superior the right, at Superior's election, to purchase the oil, gas and condensate produced from said assigned premises or allocated to said assigned premises pursuant to a unit which includes all or any portion of said assigned premises, such rights to be separately exercised as to oil, gas and condensate as follows:

(a) Assignee shall advise Superior in writing at the time any well subject hereto is drilled and completed and the anticipated availability and type of production therefrom. At such time when, in Assignee's uncontrolled judgment, Assignee is ready to seek a market for each such product, Assignee and Superior shall endeavor to mutually agree as to the terms and conditions under which Superior shall separately purchase each product. Assignee shall have the right to negotiate with prospective purchasers other than Superior and in the event that Assignee receives a bona fide offer from others (excluding subsidiaries and/or affiliates of Assignee) which it is willing to accept for the purchase of such product prior to the time Assignee and Superior agree as to the purchase and sale thereof, Assignee will so advise Superior in writing, giving the terms and conditions of such acceptable offer. Upon receipt of such notice from Assignee, Superior shall have the following sixty (60) days to elect to purchase such product under terms and conditions of such bona fide offer, such election to be in writing and subsequently reduced to a formal contract. Should Superior elect not to purchase such product under the terms and conditions of the bona fide offer, then Superior, within the sixty (60) days following receipt of initial notice from Assignee, shall grant unto Assignee a waiver in writing of its right to purchase such product so as to permit Assignee to conclude such sale to others. Subject to Paragraph (b) hereof, if Assignee does contract to sell such product to others Superior's right to purchase that product shall terminate; provided, however, if, within six (6) months after Superior waives its right to purchase said product, Assignee has not contracted to sell such product to others, or, upon termination of any such sales contract entered into with others by Assignee after receiving any such waiver granted by Superior pursuant to the foregoing, Superior shall again have the option to purchase the product in question in accordance with the procedures hereinabove established.

(b) If Assignee does contract to sell the oil or condensate to others Superior, upon thirty (30) days prior written notice given to Assignee, shall thereafter have the right to purchase such oil or condensate upon terms and conditions no less favorable to Assignee than those contained in a contract then in effect between Assignee and an unaffiliated third party purchaser. Assignee's contract for the sale of crude oil or condensate to others shall contain a notice of termination provision as follows:

> Written notice of termination as provided for herein delivered by either party to the other shall be deemed mutual consent to termination of this agreement and, in the event of any such notice of termination, each of the parties hereto agrees and undertakes, within the scope of its authority as supplier or purchaser hereunder, to comply with all requirements of Section 212.93(d) of the Mandatory Petroleum Allocation Regulations of the Department of Energy to effect a lawful termination in compliance therewith. It is further stipulated and agreed by each of the parties hereto that all subsequent purchasers shall have substantial contract termination provisions in their respective sales contracts similar in effect to this one, and which expressly provide that it shall be the obligation of each purchaser/reseller to advise all such downstream purchasers of any notice of termination.

(c) It is understood and agreed that pending the exercise of the option Superior Assignee shall have the right to make temporary sales of any product; provided, however, that any temporary sale of the oil or condensate can only be made if made subject to the above referred to "notice of termination" provision set forth in Paragraph (b) above.

Each of the foregoing reservations, covenants and agreements shall apply to any renewal or substitute leases which cover any of the lands covered by the above lease(s) and which are obtained by Assignee within 6 months of the expiration or termination of the above lease(s), and Assignee shall execute such instruments as may be necessary to evidence Superior's rights and interests.

Exh. "A"
2 Pages

All notices and other communications between the parties shall be in writing and addressed and delivered to Superior at its Western Division Production Department office, Post Office Box 4500, The Woodlands, Texas 77380

Attention: Joint Interest Manager, and to Assignee at 102 Inverness Terrace East, Englewood, CO 80112

Either party may change its address at any time by giving written notice thereof to the other.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed this instrument this 6 day of February, 1981.

THE SUPERIOR OIL COMPANY

By E. C. Hixson, Jr.
Attorney-in-fact

ASSIGNEE:

ENERGETICS, INC.

By P. D. Maher
P. D. Maher, Executive Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared E. C. Hixson, Jr., Attorney-in-fact of THE SUPERIOR OIL COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act 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 6 day of February, 19 81.

NOTARY PUBLIC STATE OF TEXAS

Donna D. Corder
Notary Public in and for
Harris County, Texas

DONNA CORDER
Notary Public for the State of Texas
My Commission Expires March 12, 1984

THE STATE OF Colorado

COUNTY/~~PARISH~~ OF Arapahoe

BEFORE ME, the undersigned authority, on this day personally appeared P. D. Maher, Executive President of ENERGETICS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act 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 8th day of September 1981.

NOTARY PUBLIC STATE OF COLORADO

Janet L. Moore
Notary Public in and for
said State and County

My Commission Expires March 15, 1983

Exh. "A"
4 of 4 pages

11123
56

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Federal #10-32 well
11173

Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 DEC 29 A 12: 25
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W-63490

Lease effective date
June 1, 1978

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. **Assignee's Name** See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignees

Address *(include zip code)* See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 111 West, 6th P.M.
Section 32: Lot 2, NW/4, N/2SW/4

Containing 261.65 acres more or less situated in Sublette County, Wyoming.
Limited in depth from the surface to a depth of 9,786 feet below the surface.
This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated October 9, 1979 by and between Superior Oil Company as Farmor and Energetics, Inc. as Farmee.

3. Specify interest or percent of operating rights being conveyed to assignee	18.1150%
4. Specify interest or percent of operating rights being retained by assignor	81.8850%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Thirteen and one-half Percent (13.5) of 8/8ths — 13.50%

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 transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 December, 1981.

Energetics, Inc.

(Assignor's Signature)

102 Inverness Terrace East
(Assignor's Address)

By: R. G. Maher, Executive Vice President

ATTEST: Assistant Secretary

Englewood, CO 80112
(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 1982

By Robert M. Cotchorey
(Authorized Officer)

Chief, Oil & Gas Section

(Title)

APR 7 1982

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 Partnership ___ 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 XXXXXXXXXXXXXXXXXXXXXXXXXXXX. W56800
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 28th day of September, 1981.

MM&S Partners

(Assignee's Signature)

By: P.D. Maher, As General Partner

By: Robert L. Mahl, As General Partner

(Assignee's Address)

By: Jordan R. Smith, As General partner
102 Inverness Terrace East
Englewood, CO 80112

(City) (State) (Zip Code)

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, 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 28th day of September, 1981.

My Commission Expires:
My Commission Expires March 15, 1983

Notary Public

NOTARY PUBLIC STATE OF COLORADO

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 the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

U.S. Government Printing Office: 1980-677-665/409

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT, (SUBLEASE)

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 C-31601.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 28th day of September, 19 81.

Rocky Mountain Oilfinders, Inc.

(Assignee's Signature)

By: L. Clark Kiser, President

104 Inverness Terrace East, Suite 111

(Assignee's Address)

Englewood, CO 80112

(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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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. 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.

11123

U.S. Government Printing Office 1980-677-655/409

54

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-63490, DATED Sept 28th, 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	17.7850%
Rocky Mountain Oilfinders, Inc. 104 Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided	3300%

192562

RECORDED Sept 7 1982 & 2:22 M
IN BOOK 246 Misc PAGE 51
FEES $12.25 Mary L Clark COUNTY CLERK
SUBLET COUNTY, PINEDALE, WYOMING
By Dorothy M Ellis

[redacted] PA [redacted] [redacted]

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-63490, DATED Sept. 28th, 1981

Hereinafter called Assignee's, a total undivided 18.1150% of the working interest and operating rights of the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignee's their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 29 A 12:25

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W 51347

Lease effective date
August 1, 1975

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address *(include zip code)* See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 100% Tract I, 60% Tract II percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases certain the assignee shown above, the operating rights in such lease as specified below.

2. Describe the land affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 111 West, 6th P.M. - Tract I
Section 5: Lots 3, 4, S½NW¼
Township 27 North, Range 111 West, 6th P.M. - Tract II
Section 5: Lots 1, 2, S½NE¼
Section 6: Lots 1, 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
Section 7: Lots 1, 2, E½NW¼, NE¼
Section 8: N½, N½SW¼, SE¼
Containing 960.00 acres more or less in Sublette County, Wyoming
Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,000 feet as penetrated by the Federal #10-5 well in the NW¼ of Section 5 T27N-R111W, 6th P.M. This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated December 5, 1978, by and between*

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I 17.1892% Tract II 10.31352%
4. Specify interest or percent of operating rights being retained by assignor	Tract I 82.8108% Tract II 49.68648%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty payments being reserved or conveyed, if any	Eight one quarter percent (8¼%) of 8/8ths Tract I Two percent (2%) of and five and one half percent (5½%) of Tract II

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, or sublease, attach statement giving full details as to amount, method of payment and other agreement terms as provided under 43 CFR 3...

8. If the parties to this transfer have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated and made part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with provisions of the above-designated lease and the applicable regulations.

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 December, 1981.

Energetics, Inc.

102 Inverness Terrace East
(Assignor's Address)

By Patrick D. Maher - Executive Vice President
Qualifications on file under M 065500
*True Oil Company as Farmor and Energetics, Inc. as Farmee.

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

[redacted] may be reproduced provided that copies and reproductions on [redacted] sheet of paper [redacted] with the provisions of 43 CFR 3106

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 Partnership. 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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX. W56800
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 28th day of September, 1981.

MM&S Partners

(Assignee's Signature)

By: P.D. Maher, As General Partner

By: Robert L. Mehl, As General Partner

(Assignee's Address)

By: Jordan R. Smith, As General Partner
102 Inverness Terrace East
Englewood, CO 80112

(City) (State) (Zip Code)

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, 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 28th day of September, 19 81.

My Commission Expires:
My Commission Expires March 15, 1983

Notary Public

AUTHORITY: 30 U.S.C. 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.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1992
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

U.S. Government Printing Office: 1980-677 855/409

55

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

1981 DEC 23 A 12:25

CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 C-31601 .
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 28th day of December, 1981.

ROCKY MOUNTAIN OIL EXPLORERS, INC.

By: _____
(Assignee's Signature)

Terry J. Theige, Vice President-Land

104 Inverness Terrace East, Suite 111
(Assignee's Address)

Englewood, Colorado 80112
(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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 Federal office. A $25.00 *nonrefundable* filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 compliance with the regulations (43 CFR 3102). If a lessee's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

NOTICE

The Privacy Act of 1974 and the regulation at 43 CFR 2.48(d) provide that you be furnished the following information in connection with the information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq. to Dispose of

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 publication as part of notations of record or for management, disposition and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to grant of a right in public lands or resources.
(4)(5) Information from this 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.

CERTIFIED
true and comparative copy
of official records on file
JUL 23 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

U.S. Government Printing Office

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-51347, DATED [illegible], 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

	Tract I Lands	Tract II Lands
MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided 16.80%	an undivided 10.08%
Rocky Mountain Oilfinders, Inc. 104 Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided .3892%	an undivided .23352%

RECEIVED
1981 DEC 29 P 2:23
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

192583

RECORDED April 7 1982 8:00 A M
IN BOOK 66 Misc PAGE 56
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-51347, DATED April 1, 1961

Hereinafter called Assignee's, a total undivided Tract I 17.1832% Tract II 10.31352% of the working interest and operating rights of the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignees their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1962
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

RECEIVED
BUREAU OF LAND MANAGEMENT
JUL 21 1962
CHEYENNE, WYOMING

[redacted] [redacted] [redacted] #40-7 well

12 25

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
CHEYENNE, WYOMING
1981 DEC 29 A 12:25

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

CHEYENNE, WYOMING

PART I

1. Assignee's Name
See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address *(include zip code)*
See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North - Range 111 West, 6th P.M.
Section 6: N½NE¼
Section 7: SE¼
Containing 240.00 acres more or less
in Sublette County, Wyoming

192584

RECORDED Sept 7 1982 8:00 A M
IN BOOK 66 Oil & Gas PAGE 61
FEES $12.25 Lori Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 2 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	17.1892%
4. Specify interest or percent of record title interest being retained by assignor, if any	82.8108%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Nine and one-half Percent (9.5%) of 8/8ths — 9.5%

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 1st day of September, 1981.

Energetics, Inc.

(Assignor's Signature)

By Patrick D. Maher - Executive Vice President
Qualifications on file under M 065500

102 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

011534

(Title) (Date)

62

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] Partnership. 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 W56800
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 any bond which may be required by the lessor to assure compliance with the terms and conditions of the lease and 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 28th day of September, 1981.

MM&S Partners

(Assignee's Signature)

By: P.D. Maher, As General Partner

By: Robert L. Mehl, As General Partner

(Assignee's Address)

By: Jordan P. Smith, As General Partner
102 Inverness Terrace East
Englewood (City) CO (State) 80112 (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

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, 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 28th day of September, 1981.

My Commission Expires:
My Commission Expires March 7, 1983

Notary Public

assignment and request for approval.

USES

adjudication of the assignee's rights to land or resources.

documentation for public information in support of decisions made on land status records for the disposal, and use of public lands and resources.

transfer to appropriate Federal agencies when concurrence is required prior to granting a right or privilege to land or resources.

(4) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If the information is not provided, the assignment may be rejected.

on the official records on file
JUL 2 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 29 A 12: 25.0

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 C-31601
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 22nd day of December, 19 81.
ROCKY MOUNTAIN OILFINDERS, INC.

By: _____
(Assignee's Signature)
Terry J. Theige, Vice President-Land

104 Inverness Terrace East, Suite 111
(Assignee's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY. 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-67808, DATED Sept 23rd, 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	16.80%
Rocky Mountain Oilfinders, Inc. 104 Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided	.5892%

RECEIVED
BUREAU OF LAND MANAGEMENT
DEC 23 12 25 PM
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 24 1992
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-67808, DATED [illegible], 1981

Hereinafter called Assignee's, a total undivided 17.1892% of the record title to the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignee's their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

RECEIVED
BLM
82 JUL 12 PM 12 51
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

6-C

Federal #1-17 Well
Federal #10-17 Well

1978 Program 1425

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 68117

Lease effective date
July 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
See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address (include zip code)
See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 110 West, 6th P.M.
Section 8: S½SW¼
Section 17: W½
Containing 400.00 acres more or less
in Sublette County, Wyoming

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

RECORDED Sept 7 1982 2:00 PM
IN BOOK 66 PAGE 66
FEE $5.00 Lincoln/Uinta COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McElwee

3. Specify interest or percent of assignor's record title interest being conveyed to assignee		17.1892%
4. Specify interest or percent of record title interest being retained by assignor, if any		82.8108%
5. Specify overriding royalty being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any	Seven Percent (7%) of 8/8ths	7%

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 a 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 June, 1981.

Energetics, Inc.

(Assignee's Signature)

By Patrick D. Maher - Executive Vice President
Qualifications on file under BLM 065500

104 Inverness Terrace East
(Assignee's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized officer)

01540 [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] Partnership. 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 W56800
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 28th day of September, 1981.

MM&S Partners,

(Assignee's Signature)
By: P.D. Maher, As General Partner

By: Robert L. Mehl, as General Partner

(Assignee's Address)
By: Jordan R. Smith, As General Partner
102 Inverness Terrace East
Englewood, Colorado 80112
(City) (State) (Zip Code)

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, 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 28th day of September, 1981.

My Commission Expires:
My Commission Expires March 15, 1983

Notary Public

JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

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.

67

68

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1981 DEC 29 A 12:25

CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 C-01601.
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 by 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 24th day of December, 1981.

ROCKY MOUNTAIN OIL & GAS FINDERS, INC.

By: Terry J. Theiss

(Assignee's Signature)

Terry J. Theiss, Vice President-Land

104 Inverness Terrace East, Suite 111

(Assignee's Address)

Englewood, Colorado 80112

(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 of filing, a signed statement giving the name and interest in the lease of all other parties who will have an interest in the assignment if filed, a signed statement filing of the assignment. Within fifteen (15) days after the interested parties who will submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements setting the nature and extent of the interest of each, and a copy of the agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. It does *not* change the terms and conditions of the lease retained and the assigned portions. or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease or agreement 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(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) To adjudication of the assignee's rights to the land and resources.

(2) To documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

To transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

To 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.

CERTIFIED

to be a true and comparative copy of the official records on file

JUL 21 1982

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-68117, DATED [redacted], 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	16.80%
Rocky Mountain Oilfinders, Inc. 104 Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided	.3892%

1981 DEC 29 A 12 25
[redacted]

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

7C

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-68117, DATED Sept 24th, 1981

Hereinafter called Assignee's, a total undivided 17.1892% of the record title to the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignee's their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 DEC 28 A 12 25
RECEIVED
CHEYENNE, WYOMING

[redacted] Federal [redacted] 15 well
11102

Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 29 A 12 25

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W 54136

Lease effective date
April 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. **Assignee's Name** See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address *(include zip code)* See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 100% Tract I, 60% Tract II percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. **Describe the lands affected by this transfer, assignment, and/or sublease** (43 CFR 3101.2–3)

Township 27 North - Range 111 West, 6th P.M. - Tract I
Section 15: S½
Township 27 North - Range 111 West, 6th P.M. - Tract II
Section 14: All
Containing 960.00 acres more or less in Sublette County, Wyoming
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.
This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated September 15, 1978, by, and between Northwest Exploration Company as Farmor and Energetics, Inc. as Farmee.

3. Specify interest or percent of operating rights being conveyed to assignee's	Tract I Tract II	17.1392% 10.31352%
4. Specify interest or percent of operating rights being retained by assignor	Tract I Tract II	82.8108% 89.68648%
5. Specify overriding royalty interest being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any	Twelve and one quarter percent (12.25%) of 8/8ths Tract I Two percent (2%) of 60% and Five percent (5%) of 8/8ths Tract II	12.25% 5.2%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Executed this 17th day of December, 1981

Energetics, Inc.

[signature]
(Assignor's Signature)

102 Inverness Terrace East
(Assignor's Address)

By Patrick D. Maher - Executive Vice President
Qualifications on file under M 065500

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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~~ Partnership. 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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ W56800
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 transfer of operating rights and/or operating agreement (sublease) 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 interest covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this 25th day of September, 1981.

MM&S Partners

(Assignee's Signature)

BY: P.D. Maher, As General Partner

BY: Robert L. Mehl, As General Partner

(Assignee's Signature)

BY; Jordan R. Smith, a General partner

102 Inverness Terrace East
Englewood, Colorado 80112
(City) (State) (Zip Code)

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, 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 28th day of September, 19 81.

My Commission Expires:
My Commission Expires March 1, 1983

Notary Public

provide the information be furnished the following information in connection with information required by this assignment is to be used.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE — The information is to be used to process this assignment and request for approval.

ROUTINE USES:
(1) Verification of the assignee's rights to the land involved.
(2) Information furnished may be public information in support of notations to be made in the public records for the management and disposition of the public lands and resources.
(3) Transmittal to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information furnished may be made a matter of public 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.

CERTIFIED
true and comparative copy
of the official records on file
JUL 2 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

PAGE [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

1981 DEC 29 A 12:25

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 C-31601.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 28th day of September, 1981.

ROCKY MOUNTAIN OILFINDERS, INC.

By: Terry J. Theige — 104 Inverness Terrace East, Suite 111

(Assignee's Signature) (Assignee's Address)

Terry J. Theige, Vice President-Land

Englewood, Colorado 80112

(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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The 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 an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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. 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.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 2 - 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

U.S. Government Printing Office 1980-677-855/409

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-54136, DATED [illegible], 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

	Tract I Lands	Tract II Lands
MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided 16.80%	an undivided 10.08%
Rocky Mountain Oilfield Services, Inc. 104 Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided .3892%	an undivided .23352%

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
1981 DEC 29 A 12: 25
CHEYENNE, WYOMING

192586

RECORDED Dec 7 1981 8:00 AM
BOOK 62 PAGE 71
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-54136, DATED Sept 24, 1981, 1981

Hereinafter called Assignee's, a total undivided Tract I 17.1892% Tract II 10.31352% of the working interest and operating rights of the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignee's their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 2 - 82
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 DEC 29 A 12 25.0
RECEIVED
CHEYENNE, WYOMING

16

Federal #10-29 well

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 DEC 29 A 12: 25.0
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 12-R1509

Lease Serial No.
W 62508

Lease effective date
November 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
See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address (include zip code)
See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North - Range 111 West, 6th P.M.
Section 29: W½, W½NE¼, SE¼NE¼, SE¼
Containing 600.00 acres more or less
in Sublette County, Wyoming

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 1 1982
CHEYENNE RIVER OFFICE
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	17.1892%
4. Specify interest or percent of record title interest being retained by assignor, if any	82.8108%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Seven Percent (7%) of 8/8ths 7%

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, 1981.

Energetics, Inc.

(Assignor's Signature)

By Patrick D. Maher - Executive Vice President
Qualifications on file under M 065500

102 Inverness Drive East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

011537

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] Partnership [XXXXXXXXX]. 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 [XXXXXXXXXXXXXXXXXXXXXXXXXXXX] W56800
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 28th day of September, 1981.

MM&S Partners

(Assignee's Signature)

By: P.D. Maher, As General Partner

By: Robert L. Mehl, As General Partner

(Assignee's Address)

By: Jordan R. Smith, As General Partner
102 Inverness Terrace East
Englewood, Colorado 80112
(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.

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, 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 28th day of September, 19 81.

My Commission Expires:
My Commission Expires March 15, 1983

Notary Public

LAND OFFICE
BUREAU OF LAND MANAGEMENT

(b)(1) Title Data

(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.

(6) (7) Not to be disclosed to the public. If all the information is not provided, the assignment may be rejected.

77

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1981 DEC 29 A 12:25.0

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 C-31601.
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 made in good faith.

Executed this 16th day of December, 19 81

ROCKY MOUNTAIN OIL UNDERS, INC.

By: _____ 104 Inverness Terrace East, Suite 111

(Assignee's Signature) (Assignee's Address)

Terry J. Theiq., Vice President-Land

Englewood, Colorado 80112

(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 assignments 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 proper 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 of filing the assignment for approval, a signed statement giving the names and addresses of all 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, either together or separately, their qualifications to hold the lease interest, separate, signed statements describing 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.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. 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 this assignment and request for approval.

ROUTINE USES:
(1) To adjudication of the assignee's rights to the land or resources.
(2) Information for public information and support documentation made on land status records for the management, disposal, and use of public lands and resources.
(3) To refer to appropriate Federal agencies when concurrence is required prior to granting right in the land or resources.
(4) Information from the record and/or the record may 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.

CERTIFIED to be a true and comparative copy of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-62508, DATED [illegible], 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	16.80%
Rocky Mountain Oilfinders, Inc. 104 Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided	.3892%

RECEIVED
BUREAU OF LAND MANAGEMENT
1981 DEC 29 A 12:25
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

102587

RECORDED Sept 7 1982 8:00 A M
IN BOOK 66 Oil PAGE 76
FEE $12.25 Sandra Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Williams

5c

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE TO OIL AND GAS LEASE SERIAL NUMBER W-62508, DATED [illegible], 1981

Hereinafter called Assignee's, a total undivided 17.1892% of the record title to the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignee's their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 DEC 29 A 12:25
RECEIVED
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

Federal [illegible]
11107

Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W 34033

Lease effective date
May 1, 1972

1981 DEC 29 A 12:25

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address *(include zip code)* See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North – Range 111 West, 6th P.M.
Section 29: NE¼NE¼
Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,750 feet as penetrated by the Federal #30-23 well in Section 23, T27N-R111W, 6th P.M.
Containing 40.00 acres more or less in Sublette County, Wyoming.
This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated November 3, 1978 by and between True Oil Company as Farmor and Energetics, Inc. as Farmee.

3. Specify interest or percent of operating rights being conveyed to assignee's	17.1892%
4. Specify interest or percent of operating rights being retained by assignor	82.8108%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Six and one-forth percent (6¼) of 40% and Two Percent (2%) of 8/8ths 4.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 [illegible] day of [illegible], 1981

Energetics, Inc.

(Assignor's Signature)

02 Inverness Terrace East
(Assignor's Address)

By Patrick D. Maher - Executive Vice President
Qualifications on file under M 065500

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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~~ Partnership. 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 ~~XXXXXXXXXXXXXXXXXXXXXX~~ W56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 28th day of September, 1981.

MM&S Partners

(Assignee's Signature)
By: P.D. Maher, As General Partner

By: Robert L. Mehl, As General Partner

(Assignee's Address)
By: Jordan R. Smith, As General Partner
102 Inverness Terrace East

Englewood, Colorado 80112
(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 ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared P. D. Maher, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act 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 28th day of September, 19 81.

My Commission Expires:
My Commission Expires March 15, 1983

Notary Public

Process the attachment and request for approval as follows:

ROUTINE USES:
(1) The disclosure of the assignee's name to the land or resources
(2) Documents for public information in support of notations made on land status records for the management, disposal, 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] PART II [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 DEC 29 A 12: 25.0
CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 C-31601.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 28th day of September, 1981.

ROCKY MOUNTAIN OILFINDERS, INC.

By: Terry J. Theige
(Assignee's Signature)

104 Inverness Terrace East, Suite 111
(Assignee's Address)

Terry J. Theige, Vice President-Land

Englewood, Colorado 80112
(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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

U.S. Government Printing Office: 1980-677-655/409

54

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-34033, DATED [illegible], 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

MM&S Partners, et al
102 Inverness Terrace East
Englewood, Colorado 80112 - an undivided 16.[illegible]%

Rocky Mountain Oil Leaders, Inc.
104 Inverness Terrace East
Suite 111
Englewood Colorado 80112 - an undivided .[illegible]92%

RECEIVED
DEC 29 12:25 P

192588

RECORDED Sept 7 1982 8:00 AM
IN BOOK 66 Misc PAGE 81
FEES $10.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Donald M Eckhardt

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-34033, DATED [illegible], 1981

Hereinafter called Assignee's, a total undivided 17.1892% of the working interest and operating rights of the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignee's their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

1981 DEC 29 A 12:25
FILED

56

11108

Form 3106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 12-R1500

Lease Serial No. W 63321

Lease effective date
July 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
See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's.

Address (include zip code)
See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 100 pe[rcent] of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.
Section 32: Lots 3, 4, N½SE¼, NE¼(E½)
Containing 299.80 acres more or less
in Sublette County, Wyoming

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignee	record title interest being conveyed to assignee	17.1392%
4. Specify interest or percent of record title interest being retained by assignor, if any		82.8108%
5. Specify overriding royalties being reserved by assignor		None
6. Specify overriding royalties previously reserved or conveyed, if any	Seven Per (7%) of 8/8ths	7%

7. If any payments out of production previously have been created out of this lease, or are being reserved under this assignment, attach a 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 overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

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 [illegible] day of [illegible], 1981.

Energetics, Inc.

(Assignee's Signature)

By Patrick D. Maher - Executive Vice President
Qualifications on file under 65500

102 Inverness Drive East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

[illegible]

[redacted]

[redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Partnership. 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 W56800
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 28th day of September, 1981.

MM&S Partners

(Assignee's Signature)
By: P.D. Maher, General Partner
By: Robert L. M[illegible] As General Partner

(Assignee's Address)
By: Jordan R. Smith, As General Partner
102 Inverness Terrace East
(City) Englewood, (State) CO 80112 (Zip Code)

Title 18 U.S.C., Section 10[illegible] it a crime for any person knowingly and willfully to make to any United States any false, fict[illegible] or fraudulent statements or [illegible]

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, 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 28th day of September, 19 81.

My Commission Expires:
My Commission Expires March 15, 1983

Notary Public

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) Information from the record and on 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.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

58

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1981 DEC 29 A 12: 25

CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 C-31601 .
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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 that it is made in good faith.

Executed this 2nd day of December, 1981.
ROCKY MOUNTAIN OIL EXPLORERS, INC.

By: _____
(Assignee's Signature)
Terry J. Theiger, Vice President-Land

104 Inverness Terrace East, Suite 111
(Assignee's Address)

Englewood, Colorado 80112
(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 assignments 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 proper State 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 of filing, 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, a signed statement holding the lease interest, separately, showing the nature and extent of the interest of each, and 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 Act of 1974 and the regulation in 43 CFR [illegible] 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 assignment and request for approval.

ROUTINE USES:
(1) To adjudication of the assignee's rights to the lands or resources.
(2) To [illegible] information in support of decisions made on land status records for the management, protection, and use of lands and resources.
(3) To appropriate Federal agencies when concurrence is required prior to granting a right in lands or resources.
(4)(5) To inform [illegible] from the record and/or the record may 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.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-63821, DATED [illegible], 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	16.80%
Rocky Mountain Oilfinders, Inc. 104 Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided	.3892%

FILED IN THE OFFICE OF THE
SUBLETTE COUNTY CLERK
1981 DEC 29 A 12:25
RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

192589

RECORDED Sept 7 1982 8:00 AM
IN BOOK 62 Q & R PAGE 86
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEldowney
Dy

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE TO OIL AND GAS LEASE SERIAL NUMBER W-63821, DATED Sept 1 1981

Hereinafter called Assignee's, a total undivided 17.1892% of the record title to the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

To have and to hold the interests unto the Assignee their successors and assigns.

This Assignment is made without representation or warranty of title, either express or implied and shall be effective to include first production.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 21 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 DEC 29 AM 12 25 0
RECEIVED
CHEYENNE, WYOMING

2316-1

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Terra Resources, Inc., Assignor, being lessee and owner of 50% of , that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0342 , and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 114 West
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and 00/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto SEE ATTACHED RIDER

, assignee, 70% of the rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 114 West
Section 16: All

Insofar and only insofar as the operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as that certain stratigraphic horizon found at 9340' on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 of Section 16: Township 29 North, Range 114 West.

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

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

IN WITNESS WHEREOF, this instrument executed this 9th day of August, 1982

WITNESS: Debbi Blackma

TERRA RESOURCES, INC.
Assignor-Lessee

By
F. H. Merelli
President

Attest:
William H. Everett III
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19 , before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

192590

RECORDED Sept 7 1982 8:00 AM
IN BOOK 66 Oil & Gas PAGE 91
FEES $ 7.25 Lana J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

On this 9th day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 9th day of August, 1982.

Beth Burrows
Notary Public

My Commission Expires:
My Commission Expires March 8, 1986

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RIDER

Attached to and made a part of the Assignment of State of Wyoming Oil and Gas Lease by and between TERRA RESOURCES, INC., as Assignor, and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, et al, as Assignees, for State of Wyoming Lease 76-0342.

ASSIGNEES' NAME AND ADDRESS	PERCENTAGE
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 70%
MESA PETROLEUM CO. P.O. Box 2009 Amarillo Texas 79189-2009	36.19050% x 70%
JOHN J. CHRISTMAN Suite 800 1500 Broadway Lubbock, Texas 79	5.57142% x 70%
FLAG REDFERN OIL COMPANY P.O. Drawer 2280 Midland, Texas 79	5.57142% x 70%
VERNON T. DELGADO P.O. Box 66 Pinedale, Wyoming 82941	5.57142% x 70%
SHERMAN N. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79	1.85714% x 70%
	100% 70%

REASSIGNMENT CLAUSE

In the event Assignees desire to surrender said lease as to all or any part of the acreage covered hereby, said Assignees agree to notify Assignor at least seventy-five (75) 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 portions thereof to be relinquished. Should Assignor hereunder elcet to receive such reassignment, same will be delivered by Assignees, without additional burden, prior to the anniversary date of said lease.

SIGNED: [signature]

DATED: August 9, 1982

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W-9578

Lease effective date December 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
GETTY OIL COMPANY

Address *(include zip code)* Three Park Central, Suite 700
1515 Arapahoe Street
Denver, CO 80202

The undersigned, as owner of 34 TRACT I / 68 TRACT II percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

TRACT I - 1,500.69 acres, m/l
Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 3: Lots 7,8,9,10,15,16,17,18
Section 4: Lots 5 through 14, 19, 20
Section 5: Lots 5,6,13, 20, S½NE, NW¼SE¼
Section 9: N½ Section 10: NW¼ Surface of the ground down to 8,838 feet.

TRACT II - 1,600.69 acres, m/l
Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 3: Lots 7,8,9,10,15,16,17,18
Section 4: Lots 5 through 20
Section 5: Lots 5,6,13,20, S½NE¼, NW¼SE¼
Section 9: N½ Section 10: NW¼ Below depth set out above.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	TRACT I (75%x6%x50%) TRACT II (75%x6%)	2.25% 4.50%
4. Specify interest or percent of operating rights being retained by assignor	TRACT I TRACT II	31.75% 63.50%
5. Specify overriding royalty interest being reserved by assignor		none
6. Specify overriding royalty previously reserved or conveyed, if any		6.25%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 8th day of July , 19 82.
CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
C. E. Gavlick, Vice President

1401 Denver Club Building
(Assignor's Address)

ATTEST:
Robert L. White, Secretary

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

215374-002

(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 APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56943.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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

Executed this 2nd day of August, 19 82.

M. W. Englert, Agent
Getty Oil Company

Three Park Central, Suite 700
(Assignee's Address)
1515 Arapahoe Street
Denver, Colorado 802

(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)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of July, 1982 by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Cynthia B. Menendez
Notary Public
Address: 1401 Denver Club Building
Denver, 80202

Provide the following information if not furnished previously. Section [illegible] information required by this assignment application or request for approval.

AUTHORITY: 30 U.S.C. [illegible] et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the application and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documents for public information in support of notations made on land status records for the management, disposal, 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] RIDE [redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated July 8, 1982 and affecting Federal Oil and Gas Lease W-9578, between Chandler & Associates, Inc., as Assignor and Getty Oil Company, as Assignee.

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 Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. 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 Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., 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 lease 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 Lease;

(b) All prior Assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975; and subject to the Assignment of Operating Rights dated March 1, 1979 between Chandler & Associates, Inc. and Petro-Search Exploration Corporation as Assignors, and C. F. Braun & Co., Petroleum, Inc. and Dyco Petroleum Corporation as Assignees.

This Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease is IN LIEU OF AND NOT IN ADDITION TO that certain Assignment of Operating Rights in Oil and Gas Lease dated February 24, 1981 between Assignor and Assignee, insofar as it covers and affects Federal Oil and Gas Lease W-9578.

192660

RECORDED Sept 15 1982 8:00 AM
IN BOOK 66 Misc PAGE 93
FEES $ 5.00 Karen L Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Eleman

9c

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-2120

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: GETTY OIL COMPANY

Address (include zip code): Three Park Central, Suite 1700
1515 Arapahoe Street,
Denver, CO 80202

15.5% TRACT I
38.75% TRACT II

The undersigned, as owner of ___ percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3106.2-3)

Township 28 North, Range 114 West, 6th P.M.

TRACT I Section 15: SW¼ Surface to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek #2-16 well.

TRACT II Section 15: SW¼ below depth set out above
Section 22: SW¼ all depths.

Containing 320.00 acres, more or less.
Sublette County, Wyoming

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	TRACT I (75%x6%x20%) TRACT II (75%x6%x50%)	.90% 2.25%
4. Specify interest or percent of operating rights being retained by assignor	TRACT I TRACT II	14.60% 36.50%
5. Specify overriding royalty interest being reserved by assignor	none	0.00%
6. Specify overriding royalty previously reserved or conveyed, if any		3.50%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other payment terms as provided under 43 CFR 3106.

8. If the parties to this transfer, assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated herein and made a part of this assignment. Approval of this assignment shall not constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 8th day of June, 1982.
CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
Corporate Seal
Patrick, Vice Pres.
ATTEST:
Robert L. White, Secretary

1401 Denver Club Building
(Assignor's address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved _____ By _____
(Authorized Officer)

[redacted] [redacted] [redacted]

[redacted] PART I [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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'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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this 2nd day of August , 19 82 .

M. W. Englert, Agent
Getty Oil Company

Three Park Central, Suite 700
(Assignee's Address)
1515 Arapahoe Street
Denver, Colorado 80202

(City) (State) (Zip Code)

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of July, 19 82, by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Cynthia B. Maramore
Notary Public
Address: 1401 Denver Club Building
Denver, CO 80202

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.

97

U.S. Government Printing Office: 1980 o 77 655/409

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated July 8, 1982 and affecting Federal Oil and Gas Lease W-2120, between Chandler & Associates, Inc., as Assignor and Getty Oil Company, as Assignee.

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 Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. 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 Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., 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 lease 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 Lease;

(b) All prior assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975.

This Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease is IN LIEU OF AND NOT IN ADDITION TO that certain Assignment of Operating Rights in Oil and Gas Lease dated January 8, 1981 between Assignor and Assignee, insofar as it covers and affects Federal Oil and Gas Lease W-2120.

192601

RECORDED [illegible] 1982 at [illegible] M
IN Book [illegible] P. 96
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-11603

Lease effective date
April 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: GETTY OIL COMPANY

Address *(include zip code)*: Three Park Central, Suite 1700
1515 Arapahoe Street
Denver, CO 80202

The undersigned, as owner of 15.5% TRACT I, 38.75% TRACT II percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M.

TRACT I Section 21: NE¼ Surface to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek #2-16 well.

TRACT II Section 21: NE¼ Below depth set out above.
SE¼ All depths.

containing 320.00 acres, more or less
Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	TRACT I (75%x6%x20%) TRACT II(75%x6%x50%)	.90% 2.25%
4. Specify interest or percent of operating rights being retained by assignor	TRACT I TRACT II	14.6% 36.50%
5. Specify overriding royalty interest being reserved by assignor	none	0.00%
6. Specify overriding royalty previously reserved or conveyed, if any		

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 8th day of July, 1982.
CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
C. H. Patrick, Vice President

1401 Denver Club Building
(Assignor's Address)

SEAL
Gilbert L. White, Secretary

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

DS 3031-000

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

/cc

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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'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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leased land in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this 2nd day of August, 19 82.

M. W. Englert, Agent
Getty Oil Company

Three Park Central Suite 700
(Assignee's Address)
1515 Arapahoe Street
Denver, Colorado 02

(City) (State) (Zip Code)

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

The foregoing instrument was acknowledged before me this 12th day of July, J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Cynthia B Kramer
Notary Public
Address: 1401 Denver Club Building
Denver, CO 8020.

...ide the ... furnished the following information ... section ... mation required by this assignment and ... est for

...ORITY: 30 U.S.C. et. seq.

...CIPAL ...SE — The information is to be used to ... ess the ... at and request for approval.

...UTINE U...
(1) The ... on of the assignee's rights to the land or ... resou...
(2) Docum... for ... information in support of nota... tions ... ...is records for the management, ... dispos... ...lic lands and resources.
(3) Transfe... ... Federal agencies when concurrence ... ... to granting a right in public lands...
(4)(5) ...on from the record and/or the record will be ...red to appropriate Federal, State, local or ...n agencies, when relevant to civil, criminal or ...ulatory investigations or prosecutions.

... OF NOT PROVIDING INFORMATION — If all the in... ...n is not provided, the assignment may be rejected.

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated July 8, 1982 and affecting Federal Oil and Gas Lease W-11603, between Chandler & Associates, Inc., as Assignor and Getty Oil Company, as Assignee.

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 Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. 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 Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., 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 lease 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 Lease;

(b) All prior Assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975.

This Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease is IN LIEU OF AND NOT IN ADDITION TO that certain Assignment of Operating Rights in Oil and Gas Lease dated January 8, 1981 between Assignor and Assignee, insofar as it covers and affects Federal Oil and Gas Lease W-11603.

192602

RECORDED September 8 1982 8:00 A M
IN BOOK 66 Oper PAGE 99
FEES $8.00 Total Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
Kathy McElwee

102

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-2121

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
GETTY OIL COMPANY

Address *(include zip code)* Three Park Central, Suite 700
1515 Arapahoe Street
Denver, CO 80202

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 28: SW¼NE¼
containing 40.00 acres, more or less,

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee		2.25%
4. Specify interest or percent of operating rights being retained by assignor		47.75%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other payment terms as provided under 43 CFR 31

8. If the parties to this transfer or assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated herein and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 8th day of April, 1982.

CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
Gayle F. Vice President

1401 Denver Club Building
(Assignor's Address)

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

Hubert V. White, Secretary

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] (Title) [redacted]

[redacted] PART I [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

. 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'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.

ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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

Executed this 2nd day of August , 19 82 .

M. W. Englert, Agent
Getty Oil Company

Three Park Central, Suite 700
(Assignee's Address)
1515 Arapahoe Street
Denver, Colorado 80202

(City) (State) (Zip Code)

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of July, 19 82 by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Cynthia B Moreno
Notary Public
Address: 1401 Denver Club Building
Denver, CO 80202

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. 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.

/0 c/

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated July 8, 1982 and affecting Federal Oil and Gas Lease W-2121, between Chandler & Associates, Inc., as Assignor and Getty Oil Company, as Assignee.

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 Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. 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 Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., 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 lands 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 Lease;

(b) All prior assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975.

192603

RECORDED Sublease 8 A.D. 19 82 at 8:45 A.M.
BOOK 66 Oil PAGE 422
U.S. 2121 Fee $ 6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

Form 3106-[redacted]
(March 1980)

UNITED STATES [redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] OVED
OMB NO. 42-R1599

Lease Serial No. W-17208

Lease effective date March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name GETTY OIL COMPANY

Address *(include zip code)* Three Park Central, Suite 1700
1515 Arapahoe Street
Denver, CO 80202

The undersigned, as owner of 19.375% TRACT I, 38.75% TRACT II percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M.

TRACT I	Section 32: Lots 16, 17, 18, 19, 20	Surface of the ground down to a depth of 8,950 feet.
TRACT II	Section 32: Lots 16, 17, 18, 19, 20	Below depth set out above.

containing 180.42 acres, more or less.
Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	TRACT I (75%x6%x25%) TRACT II(75%x6%x50%)	1.125% 2.25%
4. Specify interest or percent of operating rights being retained by assignor	TRACT I TRACT II	18.25% 36.50%
5. Specify overriding royalty interest being reserved by assignor	none	0.00%
6. Specify overriding royalty previously reserved or conveyed, if any		3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 8th day of July, 1982.
CHANDLER & ASSOCIATES, INC.

CORPORATE SEAL

[redacted] (Assignor's Signature)
J. F. Gavlick, Vice President

ATTEST:
Hubert J. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

-015371-001

105
(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.*

1 of 6

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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'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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the lease held in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this 2nd day of August , 19 82.

XXXXXXXXXXXXXXXXXX

M. W. Englert, Agent
Getty Oil Company

Three Park Central, Suite 700
(Assignee's address)
1515 Arapahoe Street
Denver, Colorado 8020

(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)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of July, 1982, by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Cynthia D. Clemens
Notary Public
Address: 1401 Denver Club Building
Denver 8020

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE: The information is to be used to process the assignment request for approval.

ROUTINE USES:
(1) The application will assignee's rights to the land or res
(2) Documentation to public information in support of notations on land status records for the management, disposition and use of public lands and resources.
(3) Transmittal 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.

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated July 8, 1982 and affecting Federal Oil and Gas Lease W-17208, between Chandler & Associates, Inc., as Assignor and Getty Oil Company, as Assignee.

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 Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. 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 Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., 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 lease 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 Lease;

(b) All prior Assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975.

This Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease is IN LIEU OF AND NOT IN ADDITION TO that certain Assignment of Operating Rights in Oil and Gas Lease dated January 8, 1981 between Assignor and Assignee, insofar as it covers and affects Federal Oil and Gas Lease W-17208.

192604

RECORDED September 8 1982 8:00 AM
IN BOOK 66 Misc PAGE 105
FEES $8.00 Doreen York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

10 7

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 GETTY OIL COMPANY, Three Park Central, Suite 1700, 1515 Arapahoe Street, Denver, Colorado 80202, hereinafter referred to as "Assignee", an undivided interest in the oil and gas operating rights under and by virtue of the Oil and Gas Lease set forth in Exhibit "A" attached hereto and made a part hereof, said interest being set forth opposite said 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 said 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 lease 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 herein assigned.

Assignee agrees not to release or surrender the lease and leasehold interest 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 Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 196[illegible] and any amendments. In addition, the interest herein assigned and the quality thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., 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 Lease;

(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.

1926[illegible]5

RECORDED this 8 day of [illegible] 1982 at 2:10 PM
IN BOOK 66 Misc. PAGE 108
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 lease and the ownership of the Oil and Gas Leasehold Estate; 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 lease.

This Assignment of Operating Rights is IN LIEU OF AND NOT IN ADDITION TO that certain Assignment of Operating Rights dated January 8, 1981 between Assignor and Assignee, insofar as it covers and affects State of Wyoming Oil and Gas Lease 66/5165.

IN WITNESS WHEREOF, this Assignment of Operating Rights has been executed this 8th day of July, 1982.

CHANDLER & ASSOCIATES, INC.

ATTEST:

Hubert L. White, Secretary

J. F. Gavlick, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of July, 1982 by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Notary Public
1401 Denver Club Building, Denver, CO 80202

Sublette County, Wyoming

EXHIBIT "A"

C&A LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	GROSS ACRES	NET ACRES	INTEREST ASSIGNED TO GETTY	DEPTH
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 6% [illegible] to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit #2-16 well. 75% of 6% of 50% Below depth set out above.	
		Tract II - Section 16: N½SW¼				75% of 6% of 50% Below depth set out above.	

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-9578

Lease effective date
December 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
192659
Exxon Corporation

Address (*include zip code*)
P. O. Box 2305, Houston, Texas 77252

RECORDED
IN BOOK
FEES

Sept 13 1982 3:00 PM
Book 111
Sandra Yoke COUNTY CLERK
COUNTY CLERK
by Dorothy McClure

The undersigned, as owner of 22.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18
Section 4: Lots 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20
Section 5: Lots 5,6,13,20, S½ NE¼, NW¼ SE¼
Section 9: N½
Section 10: NW¼

Containing 1,660.69 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	22.5%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (22.5% of 5%)	1.125%
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

DIVISION APPROVAL	DIVISION APPROVAL
✓	

Executed this 30th day of July, 1982.
ADOBE OIL & GAS CORPORATION

(Assignor's Signature)
H. R. Holcomb, Vice President

ATTEST:
Secretary

1625 Broadway, Suite 800
(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 _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and operating agreement (sublease) 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 conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 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 for any person knowingly and willfully to

STATE OF TEXAS
COUNTY OF MIDLAND SS.

The foregoing instrument was acknowledged before me by H. R. Holcomb as Vice President of Adobe Oil & Gas Corporation this 29th day of July, 1982.

WITNESS my hand and official seal.

My commission expires 8-20-84

Rebecca J. Wiseman
Notary Public

connection with information required by this assignment request for approval.

AUTHOR : 30 U.S.C. et. seq.

PRINCIP PURPOSE: The information is to be used to process the assignment request for approval.

ROUTINE S:
(1) To adjudicate the assignee's rights to the lands or resources.
(2) Documentation of public information in support of actions made, 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 in 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 PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-11603

Lease effective date
April 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Exxon Corporation 192660

Address (include zip code)
P. O. Box 2305, Houston, Texas 77252

RECORDED Sept 13 1982 3:00 PM
IN BOOK 66 Oil PAGE 113
FEES 6.00 Lou Q Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Evans

The undersigned, as owner of 11.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 21: E½

Containing 320.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	11.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (11.25% of 6%)	0.675%
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

APPROVAL RSH | DIVISION APPROVAL

Executed this 30th day of July, 1982.

ADOBE OIL & GAS CORPORATION

(Assignor's Signature)
H. R. Holcomb, Vice President

ATTEST:
Secretary

1625 Broadway, Suite 800
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3106.2).

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 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 TEXAS
COUNTY OF MIDLAND
SS.

(Exploration—Attorney in fact — Wyo.)

The foregoing instrument was acknowledged before me by H. R. Holcomb as Vice President of Adobe Oil & Gas Corporation this 30th day of July, 19 82.

WITNESS my hand and official seal.

My commission expires: 4-29-86

Rebecca J. Wickham
Notary Public
State of Texas
My Commission Expires 4-29-

Rebecca J Wickham
Notary Public

(Authority: 30 U.S.C. 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 of public information in support of such actions made on 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 investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-17208

Lease effective date
March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

RECORDED Sept 13 1982 3:00 PM
IN BOOK 66 PAGE 112
FEE $6.00 Sue O Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

1. Assignee's Name

102061

Exxon Corporation

Address (include zip code)

P. O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 11.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 32: Lots 16, 17, 18, 19, 20

Containing 180.42 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	11.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (11.25% of 7%)	0.7875%
6. Specify overriding royalty previously reserved or conveyed, if any	3.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

DIVISION APPROVAL	DIVISION APPROVAL
(AS)	

Executed this 30th day of July, 1982.

ADOBE OIL & GAS CORPORATION

(Assignor's Signature)

1625 Broadway, Suite 800

(Assignor's Address)

H. R. Holcomb, Vice President

ATTEST:

Secretary

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 3166).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

(Association—Attorney — Wyo.)

STATE OF TEXAS
COUNTY OF MIDLAND SS.

The foregoing instrument was acknowledged before me by H. R. Holcomb as Vice President of Adobe Oil & Gas Corporation this 2nd day of July, 1982.

WITNESS my hand and official seal.

My commission expires 4-29-86

Rebecca J. Wickham
Notary Public
State of Texas
My Commission Expires 4-29-

Rebecca J. Wickham
Notary Public

PRINCIPAL PURPOSE: The information is to be used to process assignment and request for approval.

ROUTINE USES:
(1) Adjudication of the assignee's rights to the lands or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-2120

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305, Houston, Texas 77252

192602

RECORDED
IN Book 66
FEES 6.00
SUBLETTE COUNTY CLERK

Feb 13 1983 3:20 PM
Book
PAGE 117
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

The undersigned, as owner of 11.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 15: SW¼
Section 22: SW¼

Containing 320.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	11.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (11.25% of 6.5%)	0.73125%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

APPROVAL	DIVISION APPROVAL
(RM)	

Executed this 30th day of July, 1982.

ADOBE OIL & GAS CORPORATION

(Assignor's Signature)

H. R. Holcomb, Vice President

ATTEST:

Secretary

1625 Broadway, Suite 800

(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

(Corporation—Attorney in Fact — Wyo.)

STATE OF COLORADO
COUNTY OF DENVER } SS.

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC. this 12th day of July A.D. 1982

WITNESS my hand and official seal

My commission expires:
My Commission Expires May 5, 1985

Notary Public
1700 Denver Club Bldg.
Denver, CO 80202

PRINCIPAL PURPOSE – The information is to be used to process this assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-9578

Lease effective date
December 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

192663

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305, Houston, Texas 77252

RECORDED Sept 13 1982 at 2:00 PM
IN BOOK 46 ORD PAGE 119
FEES 6.00 Paula Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy

The undersigned, as owner of 41.0 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18
Section 4: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,19,20
Section 5: Lots 5, 6, 13, 20, S½ NE¼, NW¼ SE¼
Section 9: N½
Section 10: NW¼

Containing 1,660.69 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	41.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (41% of 5%)	2.05%
6. Specify overriding royalty previously reserved or conveyed, if any	5.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July August, 1982.

CHANDLER & ASSOCIATES, INC.

CHANDLER & ASSOCIATES, INC. CORPORATE SEAL COLORADO

J. P. Gavlick
(Assignor's Signature)
J. P. Gavlick, Vice President

ATTEST:
Hubert L. White
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

STATE OF COLORADO
COUNTY OF DENVER } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC. this 12th day of July August 1982

WITNESS my hand and official seal.

My commission expires
My Commission Expires May 5, 1986

Notary Public
1700 Denver Club Bldg.
Denver Co. 80202

AUTHORITY: 30 U.S.C. 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 transmitted 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 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-26615

Lease effective date
December 1, 1970

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name Exxon Corporation 19:C04

RECORDED Sept 23 1982 3:00 M
IN BOOK 66 Pg 127 PAGE 121
FEES 6.00 Teresa Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK

Address (include zip code)
P. O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 635 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 5: SW¼ SE¼

Containing 40.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	63.5%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (63.5% of 10%)	6.35%
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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July August, 1982.

CHANDLER & ASSOCIATES, INC.

CHANDLER & ASSOCIATES, INC. CORPORATE SEAL COLORADO

J. F. Gavlick
(Assignor's Signature)
J. F. Gavlick, Vice President

ATTEST:
Hubert L. White
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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

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66/30-/661818 001

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) Zip Code)

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

STATE OF COLORADO
COUNTY OF DENVER } SS

(Corporation—Attorney in fact — Wyo.)

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC. this 24th day of July/August, 1982

WITNESS my hand and official seal

My commission expires:
My Commission Expires May 5, 1986

L. JOHNSON & COMPANY NOTARY PUBLIC STATE OF COLORADO

Notary Public

1700 Denver Club Bldg.
Denver, CO 80202

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The allocation of the assignee's rights to the lands or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-11603

Lease effective date
April 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

192665

RECORDED Sept 15 1982 2:00 M
IN BOOK 66 Misc PAGE 123
FEES 6.00 Sublette COUNTY CLERK

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 36.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 21: E½

Containing 320.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	20.5%
4. Specify interest or percent of operating rights being retained by assignor	16.0%
5. Specify overriding royalty interest being reserved by assignor (20.5% of 6.0%)	1.23%
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of August, 1982.

CHANDLER & ASSOCIATES, INC.

CHANDLER & ASSOCIATES, INC. CORPORATE SEAL

(Assignor's Signature)
J. F. Gavlick, Vice President

ATTEST: Hubert L. White
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

(Corporation—Attorney in Fact — Wyo.)

STATE OF COLORADO
COUNTY OF DENVER } SS.

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC. this of 12th day of July August, 1982.

WITNESS my hand and official seal.

My commission expires.
My Commission Expires May 5

Notary Public
1/6 Denver Club Bldg
Denver, CO 80202

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.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-2120

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name 192666

Exxon Corporation

Address (include zip code)

P. O. Box 2305, Houston, Texas 77252

RECORDED Sept 13 1982 3:20 P M
IN BOOK 66 Misc PAGE 125
FEE 6.00 Karen J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Deputy

The undersigned, as owner of 36.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 15: SW¼
Section 22: SW¼

Containing 320.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	20.5%
4. Specify interest or percent of operating rights being retained by assignor	16.0%
5. Specify overriding royalty interest being reserved by assignor (20.5% of 6.5%)	1.3325%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July August, 1 [illegible] knowledge

CHANDLER & ASSOCIATES, INC.

CORPORATE SEAL

(Assignor's Signature)
J. F. Gavlick, Vice President

ATTEST:
Hubert L. White, Secretary

[illegible] U.S.C., Section 1001, makes it a crime for any person kn[illegible] United States any false, fictitious, or fraudulent statements or rep[illegible]

[illegible]

80202
(Zip Code)

[illegible]cy of the

THE UNITED STA[illegible]

Assignment approved effective _____

(Authorized Officer)

(Title) (Date)

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 will 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 transfer of operating rights and or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 that it is made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) Zip Code)

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

STATE OF TEXAS
COUNTY OF MIDLAND } ss.

(Corporation—Attorney in fact — Wyo.)

The foregoing instrument was acknowledged before me by H. R. Holcomb as Vice President of Adobe Oil & Gas Corporation this 30th day of July, 1982.

WITNESS my hand and official seal

My commission expires: 4-29-86

Rebecca J. Wickham
Notary Public
State of Texas
My Commission Expires 4-29-

Rebecca J. Wickham
Notary Public

PRIVACY ACT STATEMENT — The information is to be used in processing this assignment and request for approval.

ROUTINE USES:

(1) To give indication of the assignee's rights to the lands or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-20038

Lease effective date
March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name Exxon Corporation 182607

RECORDED Apr 23 1982 2:22 PM
IN BOOK 60 PAGE 127
FEES 6.00 Paid Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK

Address (include zip code)
P. O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 47.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 28: E½ NE¼, NW¼ NE¼, NW¼ SE¼

Containing 160.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	31.75%
4. Specify interest or percent of operating rights being retained by assignor	16.00%
5. Specify overriding royalty interest being reserved by assignor (31.75% of 7.0%)	2.2225%
6. Specify overriding royalty previously reserved or conveyed, if any	3.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July August, 1982.

CHANDLER & ASSOCIATES, INC.

CHANDLER & ASSOCIATES, INC. CORPORATE SEAL COLORADO

(Assignor's Signature)
J. E. Gavlick, Vice President
ATTEST:
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

127 661816-1 661816 001

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

STATE OF COLORADO
COUNTY OF DENVER } SS.

(Corporation--Attorney in fact -- Wyo.)

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC. this 12th day of July August, 1982.

WITNESS my hand and official seal.

My commission expires:
My Commission Expires May 5, 1985

Notary Public
17 Denver Club Bldg.
Denver, CO 80202

ROUTINE USES

(1) The verification of the assignee's rights to the lands or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-2121

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name Exxon Corporation 192668

RECORDED Sept 13 1982 3:00 P.M.
IN BOOK 66 Oil PAGE 129
FEE: 6 Fern York COUNTY CLERK
SUBLETTE COUNTY, WYOMING

Address (include zip code)
P. O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 47.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 28: SW¼ NE¼

Containing 40.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	31.75%
4. Specify interest or percent of operating rights being retained by assignor	16.00%
5. Specify overriding royalty interest being reserved by assignor (31.75% of 10%)	3.175%
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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July (August), 1982.
CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
J. F. Gavlick, Vice President
ATTEST:
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

661815 001

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

STATE OF COLORADO
COUNTY OF DENVER } SS.

(Corporation—Attorney in fact — Wyo.)

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC. this 12th day of July A.D. 1982.

WITNESS my hand and official seal.

My commission expires
My Commission Expires May 5, 19

SHARON L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public
14 Denver Club Bldg.
Denver, CO 80202

process the application and request the approval.

ROUTINE USES:

(1) 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 land 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 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-17208

Lease effective date
March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305, Houston, Texas 77252

192669

RECORDED Sept 13 1982 3:02 P M
IN BOOK 66 Orig PAGE 131
FEES 6.00
Sublette County Clerk COUNTY CLERK
by Dorothy Mathews

The undersigned, as owner of 36.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 32: Lots 16, 17, 18, 19, 20

Containing 180.42 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	20.5%
4. Specify interest or percent of operating rights being retained by assignor	16.0%
5. Specify overriding royalty interest being reserved by assignor (20.5% of 7.0%)	1.435%
6. Specify overriding royalty previously reserved or conveyed, if any	3.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July (August), 1982.

CHANDLER & ASSOCIATES, INC.

CHANDLER & ASSOCIATES, INC. CORPORATE SEAL COLORADO

(Assignor's Signature)
Gaylick, Vice President

ATTEST:
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

661814 001

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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. If information is to interests of other parties in this assignment, it 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3106.2).

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 that it was 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

STATE OF COLORADO
COUNTY OF DENVER ss.

(Corporation—Attorney-in-fact — Wyo.)

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC. this 12th day of August, 1982.

WITNESS my hand and official seal.

My commission expires:
My Commission Expires May 5, 1985

SHARON L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

1400 Denver Club Bldg.
Denver, CO 80202

AUTHORITY: 30 U.S.C. 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.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-20039

Lease effective date
March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: Exxon Corporation
192670

Address (include zip code)
P. O. Box 2305, Houston, Texas 77252

RECORDED Sept 23 19[illegible] at 2:47 PM
IN BOOK 66 Misc PAGE 133
[illegible] COUNTY
[illegible] COUNTY, WYO.
[illegible]

The undersigned, as owner of 47.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 33: SW¼ NE¼

Containing 40.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	31.75%
4. Specify interest or percent of operating rights being retained by assignor	16.00%
5. Specify overriding royalty interest being reserved by assignor (31.75% of 7.0%)	2.2225%
6. Specify overriding royalty previously reserved or conveyed, if any	3.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July (August), 1982.

CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
E. J. Gavlick, Vice President
ATTEST: [signature]
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(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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661817-1 661817 001

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and or operating agreement (sublease) 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 interests covered by this assignment, including but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

(Corporation—Attorney in Fact — Wyo.)

STATE OF COLORADO
COUNTY OF DENVER } SS.

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, Inc. this 12th day of July A.D. 1982.

WITNESS my hand and official seal.

My commission expires:
My Commission Expires May 5, 1986

Notary Public
1410 Denver Club Bldg.
Denver, Co. 80202

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE
(1) The identification of the assignee's rights to the lands or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-0320843

Lease effective date
December 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name Exxon Corporation

192671

Address (include zip code)
P. O. Box 2305, Houston, Texas 77252

RECORDED Sept 13 1982 12:00 M
IN BOOK 66 Misc PAGE 135
FEES 6.00 Nancy Hyde CITY CLERK
DEPUTY

The undersigned, as owner of 95.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 29 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 33: Lots 1, 2, 3, 4, NE¼, E½ NW¼, SW¼ NW¼, N½ S½

Containing 619.07 acres, more or less, insofar, and only insofar, as said operating rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	63.5%
4. Specify interest or percent of operating rights being retained by assignor	32.00%
5. Specify overriding royalty interest being reserved by assignor (63.5% of 6.5%)	4.1275%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of July August, 1982.

CHANDLER & ASSOCIATES, INC.

CHANDLER & ASSOCIATES, INC. CORPORATE SEAL COLORADO

J. F. Gavlick
(Assignor's Signature)
J. F. Gavlick, Vice President

ATTEST: Hubert L. White
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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661819-1 661819 001

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 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

[illegible] qualifications must be [illegible] in accordance with the regula-

STATE OF COLORADO
COUNTY OF DENVER } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by J. F. Gavlick
as Vice President
of Chandler & Associat[illegible] Inc.
this 12th day of July A[illegible] ust, 19 82.

WITNESS my hand and official seal.

My commission expires:
My Commission Exp[illegible] May 5, 19[illegible]

[illegible] L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

[illegible]
Notary Public
1401 Denver Club Bldg.
Denver, C[illegible] 80202

ROUTINE USES:

(1) The verification of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

[redacted] [redacted] [redacted]

AH-W-058

Mid-Continent Association Form

192672

	STATE OF Wyoming } ss.
	COUNTY OF Sublette }
	This instrument was filed for record on the 13th day of Sept, 1982, at 3 o'clock P M., and duly recorded in book 66 O&G Page 137 of the records of this office.
	Lois J. Yake by Dorothy McLean Register of Deeds.
	When recorded Return to

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, William T. Rogers and Keating M. Rogers, 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 #600 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~~ XXXXXX, ~~19~~XXXXX from described in Exhibit "A" attached hereto and made a part hereof, ~~Lessor~~ XXXXX, ~~to~~X, ~~Lessee~~, XXXXXXXXXXXXX, XXXXX, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Sublette County, State of Wyoming

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

It is understood and agreed that this assignment is to have the same force and effect as though a separate assignment were made of each of such oil and gas leases with a full description of the lands covered therein.

This assignment is subject to all the terms and conditions contained in that certain assignment recorded in Book 62 at Page 56 of the Sublette County records, running from Hawthorn Oil Company to William T. Rogers.

of Section ----, Township ----, Range -----, and containing 530.02 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

EXECUTED, This 20th day of July, 1981.

William T Rogers (Seal)

Keating M. Rogers (Seal)

(Seal)

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of July, 1981 personally appeared William T. Rogers and Keating M. Rogers, 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. ABBOT, Notary Public, State of Wyoming

My Commission Expires Sept. 22, 1984

Joyce A. Abbot
Notary Public.

137

EXHIBIT "A" PAGE ONE STATE OF WYOMING COUNTY OF NATRONA

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	
	Paul W/ Axtell and Albert E. Hoffman, Trustees for the C. W. Axtell Trust	Hawthorn Oil Co.	5/29/78	Township 31 North, Range 109 West Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼ Containing 530.02 acres, m/l	56	437	Sublett
	Clare R. Axtell, a widow	Hawthorn Oil Co.	5/29/78	Township 31 North, Range 109 West Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼ Containing 530.02 acres, m/l	56	435	Sublette
	Robert B. Murphy, individually and as Executor of the Estate of Elsa L. Murphy	Hawthorn Oil Co.	4/11/78	Township 31 North, Range 109 West Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼ Containing 530.02 acres, m/l	56	441	Sublette
	E. G. Mack and Alma Mack, husband and wife	Hawthorn Oil Co.	4/08/78	Township 31 North, Range 109 We. Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼	56	439	Sublette C

Mid-Continent Association Form

192673

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 13th day of Sept, 1982, at 3 o'clock P M., and duly recorded in book 66 O&G Page 139 of the records of this office.

Lavon Yake by D Mitchell
Register of Deeds.

When recorded Return to

Hwo

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 February 13, 1981, from Roy O. Steele, a single man; and Harry F. Steele and Mary Ellen Steele, husband and wife, Star Route, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 22, 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: SE¼SW¼
Township 34 North, Range 109 West, 6th P.M.
Section 30: Lot 2(33.76), Lot 3(33.88), SE¼NW¼, SW¼NE¼
Township 34 North, Range 110 West, 6th P.M.
Section 25: NE¼NE¼, S½N½, N½S½, S½SW¼, SW¼SE¼

of Section ----, Township ----, Range ----, and containing 667.64 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

EXECUTED This 20th day of July, 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 20th day of July, 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.

JOYCE A. CABOT - Notary Public
County of Natrona State of Wyoming
My Commission Expires September 12, 1984

My Commission Expires Sept. 12, 1984

Joyce A. Cabot
Notary Public.

139

140

All-W-036

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 13th day of ____, 1982, at 3 o'clock P M., and duly recorded in book 66 Asst Page 140 of the records of this office.

Fairy Yake by Dorothy McInnis
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, 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 February 18, 1981, from Edward F. Steele, a/k/a Edward Franklin Steele, a single man, and Edward F. Steele Jr., a single man, Star Route #2, Pinedale, WY 82941 Assignor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 826[illegible], Lessee, recorded in book 61, page 17, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 33 North, Range 109 West, 6th
Section 6: Lot 2
Township 34 North, Range 109 West, 6th
Section 31: NE¼SW¼, SE¼
Section 32: SW¼

of Section ____, Township ____, Range ____, and containing 90.84 acres more or less, together with the rights incident thereto and all personal property thereon, appurtenant thereto, or used in connection therewith.

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

EXECUTED, This 20th day of July, 1981.

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 20th day of July, 1981, 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 and acknowledged to me that they duly executed the same as their free and voluntary act and deed for and purposes 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 Wyoming
County of Natrona
My Commission Expires Sept. 11, 1984

My Commission Expires: [redacted]

[redacted]

[redacted] [redacted] [redacted] AH-W-035

Mid-Continent Association Form

102075

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 13th day of Sept, 1982, at 3 o'clock P M., and duly recorded in book 66 Oil Page 141 of the records of this office.

Lois J. Yoder by Dorothy Williams
Register of Deeds.

When recorded Return to

$6.00

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P. O. Box 2875, Casper, 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 February 17, 1981, from Ralph Allen Steele and Irene J. Steele, husband and wife, P.O. Box 537, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 19, insofar as said lease covers the following described land in Sublette County, State of Wyoming

SEE LEGAL DESCRIPTION ATTACHED HERETO

of Section ----, Township ----, Range -----, and containing 500.42 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

EXECUTED, This 20th day of July, 1981.

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of July, 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.

JOYCE K. CRABTREE — Notary Public — County of Natrona — State of Wyoming — My Commission Expires Sept. 22, 1984

My Commission Expires September 22, 1984

Joyce K. Crabtree
Notary Public.

141

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 $\frac{1}{4}$ 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 7 degrees 42' West 501 feet; Thence South 73 degrees 55' West 297 feet; Thence North 7 degrees 42' West 506 feet; Thence North degrees 5' East 297 feet; Thence North 12 degrees 00' West 468 feet; Thence North 22 degrees 4' West 52 feet; Thence South 89 degrees 44' East 634 feet; Thence South 1533 feet; to the point of beginning, containing 158.03 acres more or less.

[redacted] [redacted] [redacted] CH-W-037

Mid-Continent Association Form

102676

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 13th day of Sept, 1982, at 3 o'clock P M., and duly recorded in book 66 Misc Page 143 of the records of this office.

Lorna J. Uphoff-DeMoss
Register of Deeds.

When recorded Return to

#4 [illegible]

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 February 12, 1981, from Richard D. Wilson and Nan C. Wilson, h/w; Lester W. Anderson and Grace B. Anderson, h/w; P.O. Box 88, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 15, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 34 North, Range 109 West, 6th P.M.
Section 32: NW¼NE¼, NE¼NW¼, S½NW¼

of Section ----, Township ----, Range ----, and containing 160.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

EXECUTED, This 20th day of July, 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 20th day of July, 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.

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

Joyce A. Cabot
Notary Public.

143

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AH-W-040

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

196077

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 April 2, 1981, from James A. Greenwood and Thoron M. Greenwood, husband and wife; Michael B. Nystrom and Patricia Nystrom, husband and wife; P.O. Box 188, Big Piney, Wyoming 83113, Lessor, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 245, 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 4, S½NW¼, SW¼NE¼, N½SE¼, SE¼SE¼
Section 6: Lots 1, 2, 3, S½NE¼, SE¼NW¼, NE¼SW¼, N½SE¼
Section 8: N½NE¼
Section 9: NW¼NW¼, S½NW¼, E½SW¼
Section 17: SE¼NE¼
Township 35 North, Range 110 West, 6th P.M.
Section 31: SE¼, E½SW¼
Section 32: W½SW¼

of Section ____ Township ____, Range ____, and containing 394.67 acres more or less, together with the rights incident thereto and personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration Assignor covenants with the Assignee, its heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest 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 conditions necessary to keep the same in full force have been duly performed and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 20th day of July, 1984.

[redacted] (Seal)
Marta (Seal)
(Seal)
(Seal)

STATE OF WYOMING
COUNTY OF NATRONA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of July, 1984, 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, 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.

[redacted]

22, 1984

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

Form 3106-1 [redacted]
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 42-R[redacted]99

Lease Serial No.
W-5184

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY 192351

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

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

Sublette County, Wyoming

Recorded Sept 3 1982 10:00 AM
Book 66 Of R. PAGE 245
6th Fee J. Yale
SUBLETTE COUNTY, PINEDALE,
by Dorothy M. Kline

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify [redacted] operating rights being conveyed to assignee	22.914375%
4. Specify [redacted] operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/SGH:dj (Title) (Date) D-5710

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

245-

E13-006

146

073010-000 YPR
D-5717-1

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-72445

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address (*include zip code*) 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 7.8125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the land affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T. 27 N., R. 109 W., 6th P.M.
Section 17: All
Section 18: Lots 1, 2, 3, 4, E½W½, E½

Containing 628.88 acres, m/l
in Sublette County, Wyo.

183573

RECORDED Dec 3 1982 8:00 AM
IN BOOK 66 PAGE 146
FEES $6.00 Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Deere

3. Specify interest or percent of operating rights being conveyed to assignee		50% of 7.8125%
4. Specify interest or percent of operating rights being retained by assignor		3.90625%
5. Specify overriding royalty interest being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any		5.3

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other agreement terms as provided under 43 CFR 3106.

8. If the parties to this transfer assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with provisions of the above-designated lease and the applicable regulations.

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 while the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 12th day of August, 1982.
ENERGY RESERVES GROUP, INC.

Evidence of Attorney-in-Fact is Filed in W-56806 and such authority is still in effect.

By: _____
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P. O. Box 1
(Assignor's Address)

Denver, Colorado 8026
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit 1/20/83
(Title) (Date) D-5717-1

NOTE: This form may be reproduced in accordance with the [illegible]

Copies are exact reproductions on one sheet of both sides of this official form
3106

[redacted] [redacted]

ASSIGNMENT/APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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: [illegible]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 12th day of August, 1982, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 12th day of August, 1982.

My commission expires:
March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407, Denver, CO 80201

[redacted] [redacted] 070250-00[redacted]
D-5632

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-0318323

Lease effective date
August 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 7.8125% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T. 27 N., R 100 W., 6th P.M.
Section 13: N½

Containing 320 acres, m/l
in Sublette County, WY

RECORDED [illegible] 1982 3:00 PM
IN BOOK 66 Misc PAGE 148
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 7.8125%
4. Specify interest or percent of operating rights being retained by assignor	3.90625
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

Executed this 12th day of August, 1982.
ENERGY RESERVES GROUP, INC.

By: [signature]
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P. O. Box 1407
(Assignor's Address)
Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ (Title) _____ (Date)

#1 Goldenrod Unit Handling

D-5632

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

[illegible] APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT

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 on the interest 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 transfer of operating rights and or operating agreement 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to complete 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 pursuant to the regulations (43 CFR 3104.2)

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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of one 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — If approved, the assignment, if approved, takes effect on the first day of the month following the date of filing, *if all* required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR [illegible]). If an operator's bond is required, 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 of the assignment, assignee or transferee *must* furnish, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, a statement and signed statements giving the nature and percentage of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written.

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.

[illegible]

STATE OF COLORADO)
COUNTY OF DENVER)

On this 12th day of August, [illegible], before me personally appeared Bernard A. Winch, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard Winch acknowledged said instrument to be the free act and deed of said corporation.

[illegible] PUBLIC STATE OF COLORADO

In witness my hand and seal, this 12th day of August, 1982.

My commission expires
March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407 Denver, CO 80201

[redacted] [redacted] 070249-000 [redacted]
D-5697

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-5106

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address (*include zip code*)
410 17th Street, Suite 1400
Denver, Colorado 80202

Tr I: 7.8125% Tr II: 6.25

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T 27 N., R 100 W., 6th P.M.

TR I Section 13: S½

TR II Section 14: NW¼
Section 26: SE¼SE¼

Containing 520.00 acres, m/l
in Sublette County, WY

1326381

RECORDED September 13 1982 3:20 P M
IN BOOK 666 OF D PAGE 150
FEE $6.00 Kenneth York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

3. Specify interest or percent of operating rights being conveyed to assignee	TR I TR II	50% of 7.8125% 50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	TR I TR II	3.90625% 3.125%
5. Specify overriding royalty interest being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any	TR I TR II	6.3% 5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

Executed this 12th day of August, 19 82.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P. O. Box 1407
(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 _____ By _____
(Authorized Officer)

#1 Goddard Unit Ward Sgk _____ (Title) (Date) D-5697

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

ASSIGNMENT APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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 operating rights (*including working interests*) and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – Three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – If the 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 3[illegible]). If an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving 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.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2[illegible] provide that you be furnished the following information in connection with information required by this assignment and application for approval.

AUTHORITY: 30 U.S.C. et seq.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 12th day of August, 1982, before me personally appeared Bernard A. Wirth to me personally known, who, being by me duly sworn, did depose that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal, this 12th day of August, 1982.

My commission expires:
March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407 Denver, CO 80201

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Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No. W 3344 B

Lease effective date
1-1-67

FOR BLM OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Belco Petroleum Corporation
Address *(include zip code)*

10,000 Old Katy Road, Suite 100, Houston, Texas 77055

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	Assignment approved as to lands described below
Township 33 North, Range 114 West Section 22: SW¼, S½NW¼, [illegible]NW¼ Sublette County, Wyoming Containing 280.00 acres, more or less	SAME LAND DESCRIPTION AS ITEM 2

192682

RECORDED [illegible] 13 1982 3:00 P.M.
IN BOOK 66 OR PAGE 152
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COU[illegible] PINEDALE, WYOMING
Deputy [illegible]

3. Specify interest or percent of [illegible]nor's record title interest being conveyed	[illegible]ssignee	All
4. Specify interest or percent of [illegible]d title interest being retained by assignor	[illegible]ny	None
5. Specify overriding royalty being reserved by assignor		None
6. Specify overriding royalty pa[illegible]ly reserved or conveyed, if any		3.5%

7. If any payments out of produ[illegible]ave previously been created out of this l[illegible], or if any such payments are being reserved under this assignme[illegible]each statement giving full details as to [illegible]ount, method of payment, and other pertinent terms as provided by 43 CFR 3106.

It is agreed that the obligation to p[illegible] any overriding royalties or payments out of production of oil created herein, which, when added to overriding ro[illegible]ties or payments out of production previou[illegible] created and to the royalty payable to the United States, aggregate in e[illegible]ss of 17½ percent, shall be suspended wi[illegible] the average production of oil per well per day averaged on the month[illegible] basis is 15 barrels or less.

I CERTIFY That the statements ma[illegible] herein are true, complete, and correct to [illegible]best of m[illegible] knowledge and belief and are made in good faith.

Executed this 1st day of Jul[illegible], 19 81. Belco 19[illegible] Oil and Gas Fund, Ltd.
BY: Belco Petroleum Corporation

[illegible]
(Assignor's Signature)

Vice President

10,000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (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 [illegible]82

By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 11 1982

24807

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 U-01332.
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 1st day of June, 1981. Belco Petroleum Corporation

J. M. Oswald
(Assignee's Signature)

J. M. Oswald
Vice President

10,000 Old Katy Road, Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (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

THE STATE OF Texas §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as vice Pres. of Belco Petroleum Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of June, 1982.

NOTARY PUBLIC STATE OF TEXAS

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

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.

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PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That MOBIL OIL CORPORATION, P.O. Box 5444, Denver, Colorado 80217, hereinafter called "MOBIL", for and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid by TERRA RESOURCES INC., 5975 South Syracuse Street, Englewood, Colorado 80111, and WILLIAMS EXPLORATION COMPANY, 3025 South Parker Road, Suite 600, Aurora, Colorado 80114, the receipt of which is hereby acknowledged, does hereby GRANT, CONVEY and ASSIGN, without warranty of any kind, express or implied, to said TERRA RESOURCES, INC. and WILLIAMS EXPLORATION COMPANY, hereinafter called "ASSIGNEE", fifty percent (50%) of the right, title and interest of MOBIL, from the surface of the ground down to the stratigraphic equivalent of the total depth drilled (said total depth being 11,590 feet) as identified in the Terra Resources Federal #1-12 well, located in the SW/4 SW/4 of Section 12-T19N-R114W, Sublette County, Wyoming, in and to the following:

W-55[illegible] That certain Oil and Gas Lease dated October 27, 19[illegible], by and between Cross Lazy T[illegible] and and Livestock Co., Inc., Lessor, and Mobil Oil Corporation, Lessee, covering the SE/4 SE/4 of Section 11 and S/2 NW/4, NE/4 SW/4, NE/4 and N/2 SE/4 of Section 12, T29N-R114W, 6th P.M., Sublette County, Wyoming, recorded in the records of said County and State in Book 58 O&G at Page 370.

The fifty percent (50%) interest of Mobil being assigned to Assignee is being conveyed in the proportion of one half to Terra Resources, Inc. and one half to Williams Exploration Company.

There is hereby excepted from this assignment and reserved unto MOBIL, all right, title, estate and interest in the oil, gas and mineral[illegible] lease above described, below the depth assigned herein insofar as said lease covers the acreage above described.

The interest assigned herein shall not be surrendered in whole or in part so long as the parties hereto own an interest, unless said parties mutually consent thereto. Should either party, at any time, desire to surrender its interest in said lease, it shall give to the

194346

RECORDED Sept 1 1982 1:00 P M
IN BOOK 66 OF PAGE 154
FEES $8.25 COUNTY CLERK

other party written notice at least thirty days before the intended date. Should the other party not agree or consent to such surrender, then the party so desiring to surrender shall assign, without warranty of title, its interest in said lease to the party not desiring to surrender, and thereafter such assigning party shall be relieved of any and all obligations thereafter, but not theretofore, accruing. The reassigned interest shall be absolutely free and clear of any liens, overriding royalty, or other encumbrances of any kind whatsoever other than those in existence at the time of this assignment or placed thereon under the terms of this assignment.

The provisions hereof shall be considered as covenants running with the land and lease during the life of the lease and all modifications, renewals and extensions thereof, and any grant, transfer or assignment of the lease shall be subject to the provisions hereof.

TO HAVE AND TO HOLD to ASSIGNEES, their successors and assigns, the interest as herein conveyed in the above described lease, subject to the terms and conditions of said lease, and subject to the exceptions, reservations, and provisions hereinbefore stated, but all without warranty of any kind, either express or implied. This instrument shall be binding upon MOBIL and ASSIGNEES herein, their heirs, successors and assigns.

EXECUTED this 11th day of August, 1982.

MOBIL OIL CORPORATION

APPROVED
Land
Legal
T.R.
Gas cy

By: _____
Attorney-in-Fact

ATTEST:

_____
Assistant Secretary

By: _____
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On August 11, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. B. Cooper and J. J. Leamer, known to me to be the persons whose names are subscribed to the within instrument as attorneys in fact of MOBIL OIL CORPORATION, and acknowledged to me that they subscribed the name of MOBIL OIL CORPORATION, thereto as principal and their own names as attorneys in fact.

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

NOTARY PUBLIC
CAROL HEGAN
STATE OF COLORADO

Carol Hegan
Notary Public

My Commission Expires May 18, 1985
1050 17th Street
Denver, Colorado 80202

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE U-57541

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That KENAI OIL AND GAS INC., 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
Joseph R. Mazzola	240 Hemlock Broomfield, CO 80020	0.50% of 8/8ths

192727

RECORDED September 17 1982 1:00 PM
IN BOOK 66 Oil & Gas PAGE 157
FEES $4.00 Lou J. Yonke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 0.50% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 35 North, Range 112 West
Sec. 33: NE¼

Containing 160.00 acres, more or less.

WITNESS our hands this 6th day of May, 19 82

Witness: [illegible]
Attest: De Hiro, Assistant Secretary

KENAI OIL AND GAS INC.
By: [signature]
William M. Booth, Jr., President

STATE OF COLORADO
CITY AND
COUNTY OF DENVER } ss.

On this 6th day of May, 1982, before me personally appeared William M. Booth, Jr., to me personally known to be the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires: Feb. 25, 1986

[signature]
Notary Public
717 17th St. #2000
Residing in Denver, CO 80202

2WY-1270

107

158

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55647

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That KENAI OIL AND GAS INC.

....., 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
Joseph R. Mazzola	240 Hemlock Broomfield, CO 80020	0.50% of 8/8ths

192728

RECORDED September 1982 1200 M
IN BOOK 66 Oil & Gas PAGE 58
FEES $5.00 Nancy Yoder
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

Being in all a total of an undivided 0.50% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 32 North, Range 112 West, 6th Principal Meridian
Sec. 8: Lot 1, E½SE¼
Sec. 9: Lots 1, 2, 3, 4, S½N½, S½
Sec. 10: S½N½, S½
Sec. 11: SW¼NW¼, SW¼, W½SE¼

Township 33 North, Range 112 West, 6th Principal Meridian
Sec. 26: All
Sec. 27: NE¼NE¼
Sec. 33: SW¼SW¼
Sec. 34: S½S½
Sec. 35: N½NE¼, SE¼NE¼

Containing 2379.52 acres, more or less.

WITNESS our hands this 7th day of May, 19 82

ATTEST:
Patricia E. Lee, Assistant Secretary

KENAI OIL AND GAS INC.
By: William M. Beckwith, Jr., President

STATE OF COLORADO
CITY AND
COUNTY OF DENVER } ss.

On the 7th day of May, 19 82, before me personally appeared William M. Beckwith, Jr. the signer of the above instrument who duly acknowledged to me that he executed the same.

My commission expires:
My Commission Expires Feb 25

Notary Public
717 17th St. #2000
Residing in Denver, CO 80202

ASSIGNMENT OF OVERRIDING ROYALTY

This Overriding Royalty Assignment is made this 29th day of June, 1982 between KENAI OIL AND GAS INC., a Delaware corporation, 1675 Larimer Street, Suite 500, Denver, Colorado 80202, hereinafter called "Assignor", and JOSEPH R. MAZZOLA, 240 Hemlock, Broomfield, Colorado 80020, hereinafter called "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, his heirs and assigns, without warranty of title, either express or implied, an overriding royalty interest of 1% of 8/8ths of all of the oil, gas and other hydrocarbons produced, saved and marketed from the oil and gas lease, or leases described on Exhibit A attached hereto and made a part hereof 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 lease.

In the event any oil and gas lease covered hereby covers less than the entire undivided fee simple mineral estate, then the overriding royalty interest herein conveyed shall be proportionately reduced to the mineral interest covered by said lease. In addition, if lessee's interest in any oil and gas lease covered hereby is less than the full leasehold interest, then the overriding royalty interest herein conveyed shall be proportionately reduced to lessee's interest in said lease. If said Exhibit A pertains to more than one lease then the provisions of this paragraph shall apply separately to each lease.

ATTEST: KENAI OIL AND GAS INC.

Patrick J. De Niro, Assist. Secretary — By: William M. Booth, Jr. President

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

The foregoing instrument was acknowledged before me on this 29th day of June, 1982, by William M. Booth, Jr., as President of Kenai Oil and Gas Inc.

WITNESS my hand and official seal.

Marilyn Meeker
Notary Public

1675 Larimer Street, Suite 500
Denver, Colorado 80202

My commission expires: My Commission Expires March 6, 1983

NOTARY PUBLIC

192729

RECORDED Sept 1982
IN BOOK 66 Deed
FEES $6.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
1982 Sept 3 M
PAGE 459
COUNTY CLERK
Dorothy M. Thomas

6WY-6901

EXHIBIT "A"

To assignment of Overriding Royalty Interest dated June 29, 1982, by and between KENAI OIL and GAS INC., Assignor, and Joseph R. Mazzola, Assignee.

6WY-6901

Oil and Gas Lease dated June 22, 1981, from Jewett Land and Livestock Company Lessor, and CSG Exploration Company, Lessee, recorded in Book 62 O&G, Page 141 of the records of Sublette County, covering the following described lands in Sublette County, Wyoming:

Township 32 North, Range 111 West, 6th P.M.
Sec. 22: SW1/4, SW1/4SE1/4
Sec. 25: W1/2NW1/4, N1/2SW1/4, SE1/4SW1/4
Sec. 26: NE1/4 N1/2SE1/4, SE1/4SW1/4, N1/2SW1/4, SW1/4SW1/4
Sec. 27: N1/2NE1/4, W1/2
Sec. 28: E1/2NE1/4, SW1/4NE1/4, NE1/4SE1/4

Containing 1360.00 acres, more or less

* * * * * *

[redacted] [redacted] 190731-002 & [redacted]
Sublette Co., WY

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

REPORT NO. 01-1033 06-29-02

RELEASE AND QUITCLAIM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT CONOCO INC., (FORMERLY CONTINENTAL OIL COMPANY, A DELAWARE CORPORATION, DOES HEREBY RELEASE, RELINQUISH, SURRENDER, AND QUITCLAIM TO THE RESPECTIVE LESSORS NAMED THEREIN, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, ALL OF ITS RIGHT, TITLE AND INTEREST IN SUBLETTE COUNTY OR PARISH, STATE OF WY, , SUCH LEASES BEING RECORDED IN SUBLETTE COUNTY OR PARISH, STATE OF WY, AS INDICATED BELOW IN THE RECORDS OF SAID COUNTY OR PARISH IN WHICH OIL AND GAS LEASES ARE RECORDED.

CONOCO INC. FILE NUMBER	LESSOR(S)	RECORDED VOLUME	PAGE
190731-002	MARIAN G. PINSON	48	270
LOTS 2,3,4,SENW,E/2SW,S/2NE,SE 7;SWNW,W/2SW,SESW,SWSE 8;W/2,SENE, W/2E/2,E/2SE 17;LOTS 1,2,E/2,E/2NW,NESW 18;NE,N/2NW,SENW,N/2SE, SESE 20;W/2,W/2E/2,SENE,E/2SE 21;NWNE,N/2NW 28-32N-111W;LOTS 1,2, 3 SEC 10;LOTS 1,2,3,4,S/2NE,SENW,N/2SE 11;LOTS 1,2,3,4,S/2N/2, N/2S/2,SWSW,S/2SE 12;NENE 13-32N-112W;LOTS 3,4,SESW,SWSE 31-33N-111W;W/2NE,S/2NW,S/2 27;N/2NE,SENE 34;SWNE,W/2,SE 35-33N-112W			
190731-003	JACKIE PINSON, ETAL	48	350
LOTS 2,3,4,SENW,E/2SW,S/2NE,SE 7;SWNW,W/2SW,SESW,SWSE 8;W/2,SENE, W/2E/2,E/2SE 17;LOTS 1,2,E/2,E/2NW,NESW 18;NE,N/2NW,SENW,N/2SE, SESE 20;W/2,W/2E/2,SENE,E/2SE 21;NWNE,N/2NW 28-32N-111W;LOTS 1,2, 3 SEC 10;LOTS 1,2,3,4,S/2NE,SENW,N/2SE 11;LOTS 1,2,3,4,S/2N/2, N/2S/2,SWSW,S/2SE 12;NENE 13-32N-112W;LOTS 3,4,SESW,SWSE 31-33N-111W;W/2NE,S/2NW,S/2 27;N/2NE,SENE 34;SWNE,W/2,SE 35-33N-112W			

Marian G. Pinson
2953 Valle Vista
Las Cruces, NM 88001

192717

RECORDED September 20 1982 8:00 AM
IN BOOK 66 Misc PAGE 161
FEES $5.50 Susan J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Keene

RELEASE NO. 01-1033

06-21-82

RELEASE OF OIL AND GAS LEASE

EXECUTED THIS 20th DAY OF August, 19 82.

WITNESSES:

CONOCO INC.

BY J.W. McReynolds
J. W. McREYNOLDS
ATTORNEY-IN-FACT

STATE OF OKLAHOMA /
/
COUNTY OF KAY /

ACKNOWLEDGMENT FOR USE IN STATES OF:
AL AK AR CA CT FL IL IN KS KY LA MS NE
NJ NV NM NC ND OK SC SD TN TX UT WY

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE, PERSONALLY APPEARED J. W. McREYNOLDS, TO ME PERSONALLY KNOWN AND KNOWN TO ME TO BE THE ATTORNEY-IN-FACT OF AND WHO EXECUTED THE WITHIN INSTRUMENT IN SAID CAPACITY ON BEHALF OF CONOCO INC., A DELAWARE CORPORATION, THE CORPORATION DESCRIBED THEREIN, AND BEING BY ME DULY SWORN, DID SAY AND ACKNOWLEDGE TO ME THAT HE VOLUNTARILY EXECUTED THE SAME IN SAID CAPACITY IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND ACT AND DEED OF SAID THE FREE AND VOLUNTARY ACT AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF August, 19 82.

Margery P. Rutledge
NOTARY PUBLIC IN AND FOR KAY COUNTY, OKLAHOMA (SIGNATURE)

MARGERY P. RUTLEDGE
NOTARY NAME (TYPED OR PRINTED)

PONCA CITY, OKLAHOMA
NOTARY RESIDENCE (TYPED OR PRINTED)

NOTARY PUBLIC OKLAHOMA

MY COMMISSION EXPIRES AUG. 9, 1983

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Patricia A. Baumgartner of 5670 South Syracuse Circle, Suite 418, Englewood, Colorado 80111

(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 Patricia A. Baumgartner, Custodian for Darius Wellington Baumgartner, under the Uniform Gifts to Minors Act, of 5670 South Syracuse Circle, Suite 418, Englewood, Colorado 80111 MK,

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 0.25% of 8/8ths of all oil, gas, casing head gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

W-42280
Township 28 North, Range 109 West, 6th P.M.
Section 18: Lots 3, 4, E½SW¼, SE¼
Section 19: Lots 1, 2, 3, 4, E½, E½W½

Containing 880.73 acres, more or less
Sublette County, Wyoming

192772

RECORDED Sept. 21 1982 8:00 AM
IN BOOK 66 Qtr PAGE 163
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McCain

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

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

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

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 27th day of April, 19 82.

Patricia A Baumgartner
Patricia A. Baumgartner

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of April, 19 82, by Patricia A. Baumgartner
Witness my hand and notarial seal.
My commission expires 3/6/86

Jeanne Kellner
Notary Public

1635

164

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Patricia A. Baumgartner, of 5670 S. Syracuse Circle, Suite 418, Englewood, Colorado 80111

(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 Patricia A. Baumgartner, Custodian for Cire: Ariadne Baumgartner, under the Uniform Gifts to Minors Act, of 5670 South Syracuse Circle, Suite 418, Englewood, Colorado 80111

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 0.50% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

W-42280
Township 28 North, Range 109 West, 6th P.M.
Section 18: Lots 3, 4, E½SW¼, SE¼
Section 19: Lots 1, 2, 3, 4, E½, E½W½

Containing 880 acres, more or less
Sublette County, Wyoming

1982873

RECORDED Sept 21 1982 2:00 PM
IN BOOK 66 Misc PAGE 164
FILED for Record at the request of Sublette County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
Sept 21 1982

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

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest or if the oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 27th day of April, 19 82.

Patricia A. Baumgartner

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 27th day of April, 19 82, by Patricia A. Baumgartner.
Witness my hand and notarial seal.
My commission expires 2/2/86

Notary Public

AH-W-048

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 17, 1981, from 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, Rexburg, Idaho 83440, Lessor, to Thomas E. Stroock, P.O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 239, insofar as said lease covers the following described land in Sublette County, State of Wyoming

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

192796

RECORDED Sept 23 1982 8:00 AM
IN BOOK 66 Misc PAGE 165
FEES $4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

of Section ----, Township ----, Range ----, and containing 542.01 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor 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 24th day of July 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 24th day of July, 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.

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

My Commission Expires September 22, 1984

Joyce A. Cabot
Notary Public.

1625

166

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta 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 1, 1980, from Fay C. Barger, individually, and as Attorney-in-Fact for Anne E. Barger, his wife; Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 60, page 493, 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 ____

SEE ATTACHED RIDER FOR LAND DESCRIPTION

192797

RECORDED September 23 1982 1:00 PM
IN BOOK 66 Misc PAGE 166
FEE $8.00 Lois J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section ____, Township ____, Range ____, and containing 380.47 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 24th day of July 81

Thomas F. Stroock (Seal)
Marta F. Stroock (Seal)
(Seal)
(Seal)

STATE OF WYOMING
COUNTY OF PIMA } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, 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, 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 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.

[redacted] [redacted] [redacted]

RIDER

Acreage description of lease dated December 1, 1980 between Fay C. Barger, individually, and as Attorney-in-Fact for Anne E. Barger, his wife, Lessor, and Thomas F. Stroock, Lessee:

Township 31 North, Range 108 West 6th P.M.
Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, 13, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 6: Lots 8, 9, 10, 11
Section 8: $NW\frac{1}{4}NW\frac{1}{4}$
Township 32 North, Range 108 West 6th P.M.
Section 5: Lots 3, 4, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$ that part lying North and East of the Wyoming State Highway U.S. 187 containing 32.90 acres more or less.
Section 6: Lot 4 that part lying North and East of the Wyoming State Highway U.S. 187, containing 31.54 acres, more or less.
Section 16: All, excepting 90.00 acres in the $NE\frac{1}{4}$ as described in Deed Record 3, Page 438, and excepting 12.26 acres in the $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ as described in Deed Record 3, Page 479.
Section 17: Lot 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 20: $E\frac{1}{2}E\frac{1}{2}$
Section 21: $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 28: $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$
Section 29: Lot 4, 5, 6, 7, 8, $E\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 32: $N\frac{1}{2}$, $SE\frac{1}{4}$
Section 33: $NW\frac{1}{4}$

X *Fee*

168

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
RESOURCE EVALUATION
MAY 17 12 54 PM '78
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

The Superior Oil Company
A Nevada Corporation
1860 Lincoln Street, Suite 800
Denver, Colorado 80295

W 63490
(Serial Number)

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

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

T 7 N, R 116 W, 6th Prin Mer
192807 Sec 32: Lot 2, NW¼, N½SW¼

Spud RRM file

RECORDED Apr 23 1982 8:00 AM
IN BOOK 66 Misc PAGE 168
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kathy McClellan

LANDS IN OFFER WERE NOT WITHIN KNOWN GEOLOGIC STRUCTURE ON

MAY 19 1978
Acting Area Geologist
For the Director
U.S. Geological Survey

Containing a total of 269.[illegible] acres	Annual Rental . . . . . $ 270.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: JUN 1 1978

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAY 2 1 1978
(Date)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 22 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

NONCOMPETITIVE OFFER TO LEASE FOR OIL & GAS

Undersigned offers to lease for oil and gas all or any portion of the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a municipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 43 CFR 3101.1-5; (3) applicant has not filed any other entry card for the parcel involved; and (4) 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 below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110-2 or 3110-3, and the appropriate stipulations as provided in 43 CFR 3109.4-2 and the posted notice.

INSTRUCTIONS

This card must be fully completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved _____.

If you are successful in the drawing, you will be required to pay the first year's rental of 50¢ per acre or fraction thereof prior to issuance of lease. No copies or facsimilies of this form will be accepted.

Other parties in interest – All interested parties named below must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Signature of Applicant	Date	Other parties in interest
[signature]	3/21/78 —None	*The Power of Attorney under which this offer to lease is made is on file in this Land Office under Serial No. [illegible] and has not been revoked nor amended. The corporate qualifications of The Superior Oil Company are on file in Washington, D.C. under File No. [illegible]
Signature of Applicant J. C. Rathbun, individually and as Attorney-In-Fact for The Superior Oil Company.	Date	

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

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

*USGPO: 1976 — 740-605

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 22 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

WSO 3100-9
(April 1975)

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or abandonment of any well on the 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.

CERTIFIED
to be a true and correct representative copy
of the official record on file
JUN 22 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

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
JUN 22 1982
CHEYE[illegible] LAND OFFICE
BUREAU O[illegible]ND MANAGEMENT

Form 3109–5 (August 1973)

GPO 849-256

172

(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1580

Lease Serial No.
W-7575-A

Lease effective date
Sept. 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name → WOODS PETROLEUM CORPORATION

Address (*include zip code*) 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North - Range 109 West, 6th P.M.
Section 28: All
Section 29: All
Section 31: Lots 1-4, E/2W/2, E/2
Sublette County, Wyoming

19:109

1869-94A

RECORDED Sept 23 1982 11:30A M
IN BOOK 66 Oil & Gas PAGE 172
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
Dorothy M. Evans

3. Specify ~~interest or percentage~~ operating rights being conveyed to assignee	12.5%
4. Specify ~~interest or percentage~~ operating rights being retained by assignor	12.5%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment and other agreement terms as provided under 43 CFR 3...

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

DAVIS OIL COMPANY, a Partnership

Paul Messinger, Attorney-In-Fact
(Assignor's Signature)

110 Seventeenth Street, Suite 1400
(Assignor's Address)

Evidence of authority is filed in W 56943 and still in effect

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 SEP 1 1982

By Leon W. Ghan
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 10 1982
(Date)

[redacted] [redacted] reproductions or [redacted]

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION [redacted] PROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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. 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 PROVIDING INFORMATION – If all the information is provided, the assignment may be rejected.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7575-A

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass/Land/am

D-7346

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7575-A

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

Notary Public

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-7573-A

Lease effective date
September 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name → WOODS PETROLEUM CORPORATION

Address *(include zip code)* 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 28 North - Range 109 West, 6th P.M.
Section 20: All
Sublette County, Wyoming

192810

RECORDED September 23 1982 11:30 AM
IN BOOK 66 Misc PAGE 175
FEES $8.00 Dorothy J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinnon

3. Specify ~~interest or percentage~~ operating rights being conveyed to assignee	12.5%
4. Specify ~~interest or percentage~~ operating rights being retained by assignor	12.5%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

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 is still in effect

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By Gloria D. Jane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 10 1982
(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

#29-1 Cutlass/Land/RIM

175

12084-1 D-7346

FOR ASSIGNEE

PART II 176

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 240,000 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 [illegible]). If an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) To adjudication of the assignee's rights to the land or resources.

(2) Document for public information in support of notations and land status records for the management, disposal use of public lands and resources.

(3) Transfer appropriate Federal agencies when concurrence is for to granting a right in public lands or

(4)(5) Information the record and/or the record will be transfer appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or investigations or prosecutions.

EFFECT OF PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7573-A

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass/Land/RHM

D-7346

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7573-A

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

Notary Public

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ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW 5290 East Nassau Circle Englewood, CO 80110

, hereinafter called Assignee, his heirs and assigns, an overriding royalty of an undivided 2.5% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein described then it is expressly understood that the overriding royalty hereby conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 16th day of August, 1982.

ATTEST:

Stuart Mabery, Secretary

WOODS PETROLEUM CORPORATION

Larry L. Miles, Vice President

RECORDED 12, 13 1982 11:32 AM
IN BOOK 656 PAGE 178
FEES 2.00 COUNTY CLERK
SUBJECT TO COUNTY CLERK

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 1982, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt, Notary Public

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow dated August 16, 1982.

EHXIBIT "A"

WPC NO.	SERIAL NO.	LESSEE	DATE
12329-01	W-75889 USA	J. R. Perez	May 1, 1982

SUBLETTE COUNTY, WYOMING
DESCRIPTION

Township 29 North, Range 110 West. 6th P.M.

Sec 4: Lots 1, 2, 3, 4, S/2 N/2, S/2
Sec 5: Lots 1, 2, 3, 4, S/2 N/2, S/2
Sec 6: Lots 1, 2, 7, 9, SE/4 NE/4, SE/4 SW/4, SE/4
Sec 7: Lots 1, 2, 3, 4, E/2 W/2, E/2
Sec 9: All
Sec 10: All
Sec 15: All
Sec 21: All
Sec 22: All
Sec 25: All
Sec 26: All
Sec 27: All
Sec 28: All
Sec 29: SW/4 SW/4
Sec 33: SE/4 NW/4, S/2
Sec 34: All
Sec 35: All

180

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-66296

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address (include zip code)
410 - 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

192822

Township 27 North, Range 108 West, 6th P.M.

Section 28: NE/4

Sublette County, Wyoming

RECORDED September 27 1982 2:00 P.M.
BOOK 66 PAGE 180
FEE $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RECOURSE.

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	5.0
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	5% of 5% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 4th day of August, 1982.
ESTATE OF WILLIAM G. HELIS, a Partnership

By _____ 912 Whitney Building
(Assignor's Signature) (Assignor's Address)
William G. Helis, Jr., Managing Partner

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

[redacted] INIT/LAND/SGH:rs [redacted] D-5703-1

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership.
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 [XX] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 , 1982.

DAVIS OIL COMPANY, a Partnership

410 - 17th Street, Suite 1400

(Assignee's Signature) (Assignee's Address)

MARVIN DAVIS, Managing Partner

Denver, Colorado 80202

(City) (State) (Zip Code)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 6th day of August, 1982, before me personally appeared A. E. ARMBRUSTER and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

Notary Public in and for the Parish of Orleans, State of Louisiana

My commission is for life.

request for approval.

AUTHORITY: 30 U.S.C. 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.

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-66296

Lease effective date
May 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 - 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 40 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

Township 27 North, Range 108 West, 6th P.M.

Section 28: NE/4

~~Sweetwater~~ Sublette County, Wyoming

Assignment approved as to lands described below

AUG 30 1982

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Yale

Acting

By Dorothy M. Stein

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RECOURSE.

3. Specify interest or percent of assignor's record title interest being conveyed	assignee	40
4. Specify interest or percent of record title interest being retained by assignor	any	NONE
5. Specify overriding royalty being reserved by assignor		NONE
6. Specify overriding royalty previously reserved or conveyed, if any		6.48125

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 4th day of August, 1982.

ESTATE OF WILLIAM G. HELIS a Partnership

By [signature]
(Assignor's Signature)

912 Whitney Building
(Assignor's Address)

William G. Helis, Jr., Managing Partner

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted]-JJD/SCH:ts [redacted] [redacted] T-S 703-1

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 W-56800 .
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 day of , 19

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

(Assignee's Address)

(City) (State) (Zip Code)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 6th day of August, 1982, before me personally appeared A. E. ARMBRUSTER and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

Notary Public in and for the Parish of Jefferson, State of Louisiana

My commission is for life.

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.

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Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-74703

Lease effective date
May 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 - 17th Street, Suite 1100
Denver, Colorado 80202

The undersigned, as owner of 40 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

Township 27 North, Range 113 West, 6th P.M.

Section 29: S/2

~~Sweetwater~~ County, Wyoming
Sublette

Assignment approved as to lands described below

1982

Filed Sept 24 1982 2:00 P.M.
Book 66 Page 187
Fee $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Etume
COUNTY CLERK

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RECOURSE.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee		40
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		6.48125

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 while the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 4th day of August, 1982.

ESTATE OF WILLIAM G. HELIS, a Partnership

By: [signature]
(Assignor's Signature)
William G. Helis, Jr., Managing Partner

912 Whitney Building
(Assignor's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

PART I

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 W-56800.
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 day of , 19

DAVIS OIL COMPANY, a Partnership

Marvin Davis, Managing Partner
(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 6th day of August, 1982, before me personally appeared A. E. ARMBRUSTER and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

Notary Public in and for the Parish of Jefferson, State of Louisiana

My commission is for life.

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.

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Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-74703

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 - 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.

Section 29: S/2

~~Sublette~~ County, Wyoming
Sublette

29/28/25

RECORDED Sept 24 1982 9:04 A.M.
BOOK 66 OF M PAGE 186
FEE $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McKenzie

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RECOURSE.

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	5
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	5 of 5 of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3...

8. If the parties to this transfer, assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 4th day of August, 19 82.
ESTATE OF WILLIAM G. HELIS, a Partnership

By _____
(Assignor's Signature)
William G. Helis, Jr., Managing Partner

912 Whitney Building
(Assignor's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership .
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 [XX] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

410 - 17th Street, Suite 1400

(Assignee's Signature) (Assignee's Address)

MARVIN DAVIS, Managing Partner

Denver, Colorado 80202

(City) (State) (Zip Code)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 6th day of August , 1982, before me personally appeared A. E. ARMBRUSTER and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana on the date hereinabove written.

Notary Public in and for the Parish of Orleans, State of Louisiana

My commission is for life.

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. 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.

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Form 3160-5
(February 1961)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-74697

Lease effective date
May 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 - 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 40 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

Township 27 North, Range 108 West, 6th P.M.

Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 32: S/2

~~Sweetwater~~ County, Wyoming
Sublette

Assignment approved as to lands described below

1382826

RECORDED Aug 24 A.D. 1982 2:00 P.M.
BOOK 660 PAGE 188
FEE 16.50 Gail COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClain

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RELEASE.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	40
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	6.48125

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 a 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 4th day of August, 1982.

ESTATE OF WILLIAM G. HELLS and Partnership

By: [signature]
(Assignor's Signature)
WILLIAM G. HELLS, Jr., Managing Partner

912 Whitney Building
(Assignor's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

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 W-56800 .
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 day of , 19

DAVIS OIL COMPANY, a Partnership

Marvin Davis, Managing Partner
(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 6th day of August, 1982, before me personally appeared A. E. ARMBRUSTER and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

Notary Public in and for the Parish of Jefferson, State of Louisiana

My commission is for life.

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.

190

(...ber 1983)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-74697

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address (*include zip code*)
410 - 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.

Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 32: S/2

~~Sweetwater~~ County, Wyoming
Sublette

RECORDED Sep 24 1982 9:00 AM
BOOK 66 PAGE 190
FEE 6.00
SUBLETTE COUNTY CLERK
COUNTY, PINEDALE, WYOMING

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RECOURSE.

3. Specify ~~interest or percent~~ of operating rights being conveyed to assignee	5
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	5 of 5 of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other agreement terms as provided under 43 CFR 3106.

8. If the parties to this transfer, assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated herein and made a part of this assignment. Approval of this assignment shall not constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above designated lease and the applicable regulations.

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

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

Executed this 4th day of August 19 82.
ESTATE OF WILLIAM G. HELIS a Partnership

By _____
(Assignor's Signature)

912 Whitney Building
(Assignor's address)

William G. Helis, Jr., Managing Partner

New Orleans Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

Title _____ Date _____

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership .
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 [XX] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

MARVIN DAVIS, Managing Partner

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

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

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 6th day of August, 1982, before me personally appeared A. E. ARMBRUSTER and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

Notary Public in and for the Parish of Orleans, State of Louisiana

My commission is for life.

request for approval.

AUTHORITY: 30 U.S.C. 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.

192

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 82602-2875

(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 T P 3A8

(hereinafter called Assignee), an undivided ninety percent (90%) interest in and to the oil and gas lease dated February 19, 19 81, from Gordon E. Steele and Do[illegible]a M. Steele, husband and wife, P.O. Box 25, Boulder, Wyoming 82923, Lessor, to Thomas F. Stroock, P.O Box 2875, Casper, Wyoming 8260, Lessee, recorded in book 61 Page 39, insofar as said lea[illegible] covers the following described land in Sublette County, State of Wyoming

See attached exhibit for land description.

of Section [illegible], Township [illegible], Range [illegible], and containing 7.00 [illegible] acres more or less, together with the rights incident thereto and [illegible] personal property thereon, appurtenant th[illegible], or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its [illegible]is heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in a[illegible] to said lease, estate, rights and property, free and clear from all liens, encumb[illegible]rances or adverse claims; That said lease i[illegible] valid and subsisting lease on the land above described, and all rentals and roy[illegible]lties due thereunder have been paid and a[illegible]nditions necessary to keep the same in full force have been duly performe[illegible]d that the Assignor will warrant and fore[illegible] defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and re[illegible]ases all right of dower and homestead in the premises above described.

EXECUTED, This 14th day of August, 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 P[illegible], in and for said County and State, on this 14th day of August, 19 81, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and [illegible], to me known to be the identical person[illegible], described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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 [illegible]
Wyoming

My Commission Expires: [illegible]

[redacted]

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

This instrument was filed for record on the 24th day of Sept., 1982, at 2 o'clock P M., and duly recorded in book 66 Orx Page 412 of the records of this office.

Sara J Gobi by Dorothy Wilkins
Register of Deeds.

When recorded
Return to [illegible]

132838

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 912.65 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 Hoop by Warranty Deed dated March 25, 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.

194

My Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Martha E. Stroock, husband and wife, P. O. Box 2875, Casper, Wyoming 82602-2875

(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, 1981, from Herman A. Genetti and LoreneGenetti, husband and wife, Route #2, P.O. Box 11, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602-2875, Lessee, recorded in book 60, page 465, 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: N½SE¼, SW¼

of Section ..., Township ..., Range ..., and containing 240.00 acres more or less, together with the rights incidental thereto and personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration Assignor covenants with the Assignee, its or its heirs, successors or assigns; That the Assignor is the lawful owner of and 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 13th day of August, 81

Martha E. Stroock (Seal)

Thomas 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, Notary Public, in and for said County and State, on this 13th day of August, 19 81, personally appeared Thomas F. Stroock and Martha E. Stroock, husband and wife

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

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

Notary

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

This instrument was filed for record on the 2nd day of Sept, 1981, at 9 o'clock A M., and duly recorded in book 66 Page 194 of the records of this office.

Register of Deeds.

When recorded Return to

[redacted] [redacted] [redacted]

T-W-07

1343

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 24th day of Sept., 1982, at 2 o'clock P M., and duly recorded in book 64 Page 195 of the records of this office.

Lou Ann York by D. McClure
Register of Deeds.

When recorded
Return to ---------- 19-2330

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 82602-2875

(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 5, 1981, from William D. Thomas and Kathryn H. Thomas, husband and wife, 1304 Marchant Street, Rock Springs, Wyoming 82901, Lessor, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602-2875, Lessee, recorded in book 60, page 536, 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: N½SE¼, SW¼
Section 25: NW¼NE¼, N½NW¼

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 13th day of August 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 13th day of August, 1981, 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.

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

My Commission Expires June 22, 1984

Joyce A. Cabot
Notary Public.

195

196

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 February 26, 81, from Harold Reach and Leda I. Reach, husband and wife, Pinedale, Wyoming 82941, Lessor, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 108, insofar as said lease covers the following described land in Sublette County, State of Wyoming

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

STATE OF Wyoming)
COUNTY OF Sublette)

This instrument was filed for record on the 24th day of Sept., 1981, at 2 o'clock P M., and duly recorded in book ___ Page 196 of the records of this office.

Register of Deeds

When recorded Return to ___

of Section ___, Township ___, Range ___, and containing 80.00 acres more or less, together with the rights incident thereto and personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration Assignor covenants with the Assignee, its heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest 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 August, 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 11th day of August, 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.

JOYCE A. CARR - Notary Public
County of Natrona
State of Wyoming

[redacted] [redacted] [redacted]

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 24th day of Sept, 1981, at 9 o'clock A. M., and duly recorded in book ____ Page 197 of the records of this office.

Sandra York by D. Mitchell
Register of Deeds.

When recorded
Return to 230838

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 1, 1981, from James M. Gamble, a single man, and Mathilde Gamble, a single woman, 210 East Madison, Riverton, Wyoming 82501, Lessor, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 129, insofar as said lease covers the following described land in Sublette County, State of Wyoming

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

of Section ____, Township ____, Range ____, and containing 80.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

JOYCE A. CABOT - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 21, 1984

Joyce A. Cabot
Notary Public.

197

198

1340

AH-W

Am. Continent Association Form

SUPERIOR BLUE PRINT CO.
CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

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

(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 April 14th, 1981, from Richard R. Noble and Helen Louise Noble, husband and wife, P.O. Box 25, Cora, Wyoming 82941, Lessor, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 8260[illegible], Lessee, recorded in book 61 page 242, 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 2: Lot 3 (37.46), Lot 4 (37.52), S½NW¼
Section 3: Lot 1 (37.38), Lot 2 (37.04), S½NE¼, SE¼, S½SW¼, N½SW¼, N½SE¼SW¼, SE¼SE¼SW¼
Section 10: NE¼NE¼ less a two acre tract in the NE corner described in the Sublette County Courthouse records in Book of Deeds 9, Page 413, SE¼SW¼
Section 11: W½NE¼, W½, W½SE¼

of Section ____, Township ____, Range ____, and containing 1,097.40 acres more or less, together with the rights incident thereto and personal property thereon, appurtenant thereto or used in connection therewith.

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

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 19th day of August, 19[illegible], 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.

JOYCE A. CROSBY, Notary Public
County of [illegible] State of [illegible]

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

This instrument was filed for record on the 6th day of Sept, 1982, at 9 o'clock A M., and duly recorded in book 92 Page 198 of the records of this office.

Sue Yglesias-Lyda Williams
Register of Deeds.

When recorded
Return to ____

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 24th day of Sept, 1982, at 2 o'clock P M., and duly recorded in book 62 Page 149 of the records of this office.

Sandra Hyde by D. Wilkins
Register of Deeds.

When recorded Return to 159285

KNOW ALL MEN BY THESE PRESENTS:

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

(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 February 25, 1981, from Charles F Alexander and Valentine Alexander, husband and wife, P.O. Box 152, Daniel, Wyoming 83115, Lessor, to Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602, Lessee, recorded in book 61, page 33, insofar as said lease covers the following described land in Sublette County, State of Wyoming

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

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 13th day of August, 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 13th day of August, 1981, personally appeared Thomas F. Stroock and Marta E. Stroock, husband and wife

and ----, to me known to be the identical person ---, described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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
County of Natrona
State of Wyoming
My Commission Expires Sept. 12, 1984

Joyce L. Colvin
Notary Public.

199-

200

194356

RECORDED Apr. 27, 1982 at 2:42 P.M.
IN BOOK 66 Oil & Gas PAGE 200
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT

STATE OF WYOMING)(
)(
COUNTY OF SUBLETTE)(

Conoco Inc., a Delaware corporation, hereinafter referred to as "Assignor," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, without warranty of title, express or implied, and subject to the reservations, conditions and covenants provided for herein, does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto ARACHE CORPORATION

whose address is 1660 Lincoln Street, Suite 2300 - Denver, CO 80264
hereinafter referred to as "Assignee", all of Assignor's right, title, interest and estate in and to the leases, hereafter referred to as "said leases", described in Exhibit "A" attached hereto and made a part hereof, INSOFAR as said leases cover the lands described in said Exhibit "A", together with all rights and privileges thereunder or appurtenant thereto, INSOFAR as said leases cover oil, gas and other liquid and gaseous hydrocarbons, and INSOFAR as said leases and lands cover all depths

is hereafter referred to as "said assigned interest." The leasehold interest assigned

I.

Assignor excepts from this Assignment and reserves to itself all rights, title, interest and estate in and to said leases, and all rights and easements under and by virtue of said leases, including, but not expressly assigned hereby, the rights of ingress and egress, and such other rights and easements under and by virtue of said leases, including concurrent use of water, as may be necessary or desirable to explore, develop and operate the interest of Assignor in said leases.

II.

This Assignment is made and accepted subject to, and Assignee hereby assumes, any and all other burdens or encumbrances to which said leases may be subject, INSOFAR as such burdens and encumbrances cover and affect said assigned interest, including royalties, payments out of production, and

III.

Assignor reserves to itself as an overriding royalty a net twelve and one-half percent

of the oil, gas and other liquid and gaseous hydrocarbons produced and saved from said assigned interest during the terms thereof, including any extensions or renewals of said leases, which overriding royalty interest reserved by Assignor either delivered to Assignor in kind or the market value thereof paid to Assignor shall never be less than the price received by Assignee for its portion of the production so purchased. The overriding royalty interest reserved by Assignor shall be free and clear of all costs of exploring, drilling, producing, separating, treating, marketing such oil, gas and other liquid and gaseous hydrocarbons, and INSOFAR as said overriding royalty is on the basis of said leases or Assignor's interest thereon does not bear a charge and burden upon said assigned interest with the understanding, however, said overriding royalty shall be less any and all production, severance or other taxes, except gathering taxes and assessed against the same or against the production by which the same is measured and which Assignee may be authorized by law to withhold and pay. The fractional interest in production reserved herein as an overriding royalty is on the basis of said leases or Assignor's interest thereon does not cover a full mineral interest and Assignor owns all leasehold rights therein. In the event that said leases or Assignor's interest thereon does not secures an extension or renewal of any lease in production reserved herein as an overriding royalty shall be proportionately reduced. If Assignee commences a new lease covering any or all lands described hereto prior to the termination of such lease, or within one (1) year thereafter, or if Assignee secures a by Assignor shall attach to such extension or renewal of new lease, and Assignee shall execute a thereafter, then the overriding royalty reserved herein interest of Assignor. made instrument to evidence the overriding royalty

IV

Assignee accepts said assigned interest subject to all of the express and implied covenants and obligations of said leases, insofar as they relate to said assigned interest. Assignee indemnifies and agrees to respond to, defend and save Assignor harmless from and against any and all claims for damages and forfeiture made by any partnership, corporation or other legal entity that is based on any failure, or alleged failure of Assignee to comply with the express or implied obligations of any of said leases as to said assigned interest. Assignee further indemnifies and agrees to respond to, defend and save Assignor, its officers, directors and employees, harmless from and against any and all loss, cost, expense and claims for damages of every kind and character to persons or property arising out of or in connection with the operations by Assignee and by Assignee's contractors or subcontractors, their heirs, personal representatives, successors and assigns, upon any of said assigned interest.

V.

Assignor will render and pay the ad valorem taxes on said assigned interest for the year in which this Assignment becomes effective. Assignee shall upon billing by Assignor, reimburse Assignor for that amount of taxes so paid. For all subsequent years, Assignee shall render and pay all ad valorem taxes assessed against said assigned interest.

VI.

Assignee shall, at the request of Assignor, furnish free of cost to Assignor, core data, samples and material obtained by Assignee from said assigned interest. Assignor reserves the right of reports, logs, surveys and like information subject thereto, and to all wells and operations thereon, at Assignor's risk and expense. or full access to said assigned interest, the lands

VII

If Assignor retains an oil and gas operating interest in said leases, Assignor shall pay any delay rentals necessary to maintain in force and effect said leases insofar as they cover the lands described in Exhibit "A" and Assignee shall promptly reimburse Assignor for the amount paid upon receipt of invoice therefor. PROVIDED, HOWEVER, Assignor shall not be obligated to make such payments if any rental payment is applicable both to lands assigned hereby and other lands, such payment shall be prorated on a surface acre basis.

Should Assignee elect to discontinue Assignee's interest in said leases, Assignee shall execute and deliver to Assignor a reassignment of all such rights, placing upon Assignor the full responsibility for complying with all the obligations of the said leases as to the rights reassigned arising subsequent to the date of Assignee's notice. If Assignee's election to discontinue is made within the time that said leases or any part thereof, is maintained by the payment of delay rentals, such election shall be made at least forty-five (45) days before the date that such rental payment is due and payable to the royalty owner. Assignee shall reimburse Assignor for that portion of the next rental payment allocated to Assignor. Assignor shall warrant the reassigned interest free and clear of any mortgage, lien or other encumbrance, overriding royalty burden or production payment created by, through or under Assignee or by its authority.

13-581 St. 7-79

VIII.

This Assignment and all rights, reservations and covenants in connection herewith shall be considered covenants running with the lands and shall inure to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns; PROVIDED, HOWEVER, no transfer or encumbrance of any of said assigned interest shall be made unless the same be made expressly subject to this Assignment and unless the vendee, assignee, or transferee shall assume all of the obligations of this Assignment; PROVIDED, FURTHER, no transfer of any of said assigned interest shall be valid or have any force or effect unless Assignor is furnished with a certified copy of the recorded instrument or order of a competent court evidencing the transfer of ownership.

IX.

The addresses for the giving of all notices required hereunder, until changed by written notice to the same addresses, shall be as follows

ASSIGNOR: Conoco Inc.
P.O. Box 1267
Ponca City, OK 74603

ASSIGNEE: Apache Corporation
1660 Lincoln Street, Suite 2300
Denver, CO 80264

X.

~~Assignee shall have the option but not the obligation to conduct a continuous development program on said assigned interest. If Assignee elects to~~ conduct such a program, then Assignee shall commence at Assignee's sole cost, risk and expense the drilling of a well at a location of Assignee's choice

within _____ days from the date of completion of the _____ well earning this assignment located thereafter not more than _____ days shall elapse between the completion of a development well as a producer of oil and/or gas in paying quantities, or plugging and abandoning of same as a dry hole and the commencement of the next development well until _____

Each well shall be drilled with due diligence to a depth sufficient to test the producing formation encountered in said earning well. This Assignment and all rights created hereunder shall terminate ipso facto as to each _____

and all of Assignee's rights in each such terminated lease, or part thereof, shall thereupon revert to Assignor free and clear of all claims of title, burdens or encumbrances created by, through or under Assignee. At the request of Assignor, Assignee shall promptly execute and deliver to Assignor an instrument on a ~~form satisfactory to Assignee, evidencing such termination.~~

XI.

If Assignee elects to sell oil or other liquid hydrocarbons, hereafter called "oil," produced hereunder, Assignor reserves the preferential right to purchase same and payment therefor shall be the posted or quoted price in effect in the field on the delivery date for such hydrocarbons of like kind and quality produced hereunder. If Assignee elects to sell and/or cause others to process natural and casinghead gas, or other gaseous hydrocarbons, hereafter called "gas", produced hereunder, Assignor reserves the preferential right to purchase and/or process same with payment for the gas purchased and/or products recovered on the basis of an agreement between the parties containing terms generally acceptable in the area. If Assignee shall receive from a responsible third party a bona fide offer to purchase oil or to purchase and/or process gas acceptable to Assignee, prior to Assignor exercising its preferential right Assignee shall furnish notice of same to Assignor, who shall have fifteen (15) days from receipt thereof to either waive its right or elect to purchase and/or process, as applicable, on terms substantially equivalent to those offered to Assignee, provided that if the price of the gas is limited by any governmental authority, the price to be met by Assignor shall be considered as being a price equal to the maximum lawful price established by that governmental authority for such category of gas. Failure to timely reply to such notice shall be construed as a waiver. Once waived, the preferential right provided for herein shall not be enforceable for the term of the Assignee third party contract if Assignor accepts said third party offer. As to oil sold by Assignee on a day to day basis, Assignor shall have the continuing right at any time to exercise its option to purchase such oil. For the purpose of this agreement, any exchange or other disposition made by Assignee shall be considered a sale and subject to the rights of Assignor.

XII.

By this Assignment, Assignor has conveyed only an interest in oil, gas and other liquid and gaseous hydrocarbons. If hydrogen sulphide and/or other non-hydrocarbons, hereafter called "non-hydrocarbons", are produced with the hydrocarbons assigned hereunder, Assignor reserves to itself such non-hydrocarbons and the right to extract and recover such non-hydrocarbons at any time, provided, Assignor shall bear all costs of extraction, and shall pay all royalties which may be due thereon, the right to determine the separation, extraction or recovery process, hereafter called "process", to be used, and the type, design and location of process facilities, including the right to conduct process operations at a mutually agreeable point on or off the lease on any pipe line transporting gas from the lands and leases subject hereto, the rights of ingress, egress and other easements necessary to the extraction, recovery, storage, transportation and marketing of reserved non-hydrocarbons, and the right to sufficient fuel gas for use in Assignor's process operations, provided Assignor shall pay therefor the average price per MCF received by Assignee from the sale of gas from the assigned leases, or if no sale, the market value at the well for gas of like kind and quality.

If Assignee determines that processing of gaseous hydrocarbon production for the removal of non-hydrocarbons is necessary in order to market such production, Assignee shall furnish written notice thereof to Assignor, and Assignor shall have thirty (30) days after receipt of said notice to exercise its rights hereunder. A negative reply or a failure by Assignor to timely reply shall be construed as a waiver, and Assignor shall have no further rights in the non-hydrocarbons contained in, if Assignee commences actual construction of process facilities for said production within a reasonable time thereafter.

TO HAVE AND TO HOLD said assigned interest unto Assignee, Assignee's heirs, personal representatives, successors and assigns, subject to all of the express and implied covenants and obligations of said leases and this Assignment.

EXECUTED this 28th day of July 19 82 effective as of the 21st day of September 19 81.

Conoco Inc.

By _____
Attorney in Fact

CTIC

ADD APPROPRIATE ACKNOWLEDGEMENT

13-583 S2, 6-80

3c 1

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

On this 28th day of July, 19 82, before me, the undersigned Notary Public, personally appeared James B. Rose, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact of Conoco Inc., a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed, signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free voluntary act and deed of said Conoco Inc., as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

Witness my hand and official seal.

My commission expires February 9, 1985.

Kathryn Porter
Notary Public (Signature)

Kathryn Porter
Notary's Name (Typed or Printed)

Denver, Colorado
Notary's Residence (Typed or Printed)

Rev. 7-1-79

EXHIBIT "A"

LEASE SCHEDULE TO Assignment, DATED July 29, 19 82

BETWEEN Conoco Inc. AND Apache Corporation, COUNTY OF Sublette, STATE OF Wyoming

Conoco LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
190675-000	Jessie Jean Robbins, et vir	Conoco Inc.	3/21/72	Township 35 North, Range 111 West Section 7: Lot 2, SE¼NW¼ Township 35 North, Range 112 West Section 1: Lots 1,2,3, SW¼NE¼, E½SW¼, W½SE¼ Section 12: NE¼ Township 36 North, Range 112 West Section 36: All	1196.53	49	75

E206

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE IN
BUREAU OF LAND MANAG

FORM APPROVED
OMB NO. 1004-0034
Expires February 28, 1982

Lease Serial No.
W -17208

Lease effective date
March 1, 1969

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

ADOBE OIL & GAS CORPORATION

Address *(include zip code)* 1100 Western United Life Building
Midland, Texas 79701

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 28 North, Range 114 West, 6th P.M.

Section 32: Lots 16, 17, 18, 19, 20

Containing 180.42 acres, more or less

Sublette County, Wyoming

See Rider attached hereto and made a part hereof.

Assignment approved as to lands described below

RECORDED September 27 1982 8:00 AM
IN BOOK 66 Oil & Gas PAGE 204
FEES $8.00 Paid
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
by Dorothy McKenna

3. Specify percentage of assignor's record title interest being conveyed to assignee	11.25%
4. Specify percentage of record title interest being retained by assignor, if any	38.75%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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 7th day of July, 1982.

CHANDLER & ASSOCIATES, INC.

J. F. Gaviola, Vice President
(Assignor's Signature)

1401 Denver Club Building
(Assignor's Address)

ATTEST:

Hubert L. White, Secretary

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

68402

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. 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 NM 43000 .
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.

DIVISION APPROVAL	DIVISION APPROVAL

Executed this 16th day of July , 19 82 .

ADOBE OIL & GAS CORPORATION

BY: _____ 1100 Western United Life Building
(Assignee's Signature) (Assignee's Address)

H.R. Holcomb Vice President

ATTEST:

BY: _____ Midland (City) Texas (State) 79701 (Zip Code)

P.M. Welch Secretary

It is unlawful and willfully to make to any department or agency of the

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of July, 1982, by C. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

_____
Notary Public
Address: 1401 Denver Club Building
Denver, CO 80202

My Commission Expires:
May 5, 1986

THE STATE OF TEXAS I

COUNTY OF MIDLAND I

BEFORE ME, the undersigned authority, on this day personally appeared H. R. HOLCOMB, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of ADOBE OIL & GAS CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of July, 1982.

Mala Kimball
Notary Public
State of Texas
My Commission Expires 5-15-85

_____
Notary Public in and for the
State of Texas

Bureau of Land Management holds the information to [illegible] assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

RIDER 206

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated July 7, 1982 and affecting Federal Oil and Gas Lease W-17208, between Chandler & Associates, Inc., as Assignor and Adobe Oil & Gas Corporation, as Assignee.

This Assignment of Record Title to Oil and Gas Lease 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 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 lease 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 Lease;

(b) All prior assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975; and subject to the Assignment of Operating Rights dated March 1, 1979 between Chandler & Associates, Inc. and Petro-Search Exploration Corporation as Assignors, and C. F. Braun & Co., Petroleum, Inc. and Dyco Petroleum Corporation as Assignees.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W-11603

Lease effective date April 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name ADOBE OIL & GAS CORPORATION

Address *(include zip code)* 1100 Western United Life Building
Midland, Texas 79701

The undersigned, as owner of 20% TRACT I, 50% TRACT II percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M.

Tract I Section 21: NE¼ Surface to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek #2-16 well.

Tract II Section 21: NE¼ Below depth set out above.
SE¼ All depths.

containing 320.00 acres, more or less
Sublette County, Wyoming.

10286-1

RECORDED Sept 27 1982 8:00 AM
IN BOOK 64 Over PAGE 207
FEES $23 Dawn York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Wanda Mattson

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	TRACT I (75%x30%x20%) TRACT II (75%x30%x50%)	4.50% 11.25%
4. Specify interest or percent of operating rights being retained by assignor	TRACT I TRACT II	15.50% 38.75%
5. Specify overriding royalty interest being reserved by assignor	none	0.00%
6. Specify overriding royalty previously reserved or conveyed, if any		4.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 7th day of July , 1982 .

CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
John E. Landrith, Vice President

ATTEST:
Hubert L. White, Secretary

1401 Denver Club Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

207

(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 APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. 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 NM 43000.
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 [XX] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

APPROVAL | DIVISION APPROVAL

Executed this 16 day of July, 1982.

ADOBE OIL & GAS CORPORATION

By: _____
H.R. Holcombe's Signature) Vice President

1100 Western United Life Building
(Assignee's Address)

ATTEST:

BY: _____
P.M. Welch Secretary

Midland, Texas 79701
(City) (State) (Zip Code)

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of July, 1982 by J. F. Gavlick, Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Cynthia B. Moraneis
Notary Public
Address: 1401 Denver Club Building
Denver CO 80202

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared H. R. HOLCOMBE, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of ADOBE OIL & GAS CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of July, 1982.

Mala Kimball
Notary Public
State of Texas
My Commission Expires 5/15/85

Mala Kimball
Notary Public in and for the

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated July 7, 1982 and affecting Federal Oil and Gas Lease W-11603, between Chandler & Associates, Inc., as Assignor and Adobe Oil & Gas Corporation, as Assignee.

This Assignment of Operating Rights in Oil and Gas Lease 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 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 lease 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 Lease;

(b) All prior Assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975; and subject to the Assignment of Operating Rights dated March 1, 1979 between Chandler & Associates, Inc. and Petro-Search Exploration Corporation as Assignors, and C. F. Braun & Co., Petroleum, Inc. and Dyco Petroleum Corporation as Assignees.

This Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease is IN LIEU OF AND NOT IN ADDITION TO that certain Assignment of Operating Rights in Oil and Gas Lease dated January 8, 1981 between Assignor and Assignee, insofar as it covers and affects Federal Oil and Gas Lease W-11603.

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Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1309

Lease Serial No.
W-2120

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: ANADARKO OIL & GAS CORPORATION

Address (*include zip code*) 1100 Western United Life Building
Midland, Texas 79701

The undersigned, as owner of 20% TRACT I / 50% TRACT II percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North, Range 114 West, 6th P.M.

TRACT I — Section 15: SW¼ — Surface to 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek #2-16 well.

TRACT II — Section 15: SW¼ — Below depth set out above.
Section 22: SW¼ — All depths.

containing 320.00 acres, more or less.
Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

15-23-15

RECORDED Sept 27 1982 8:00 A.M.
IN BOOK 66 On Page 210
FEE $ Paid
SUBLETTE COUNTY CLERK
Dorothy Whitney COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	TRACT I (75%x30%x20%) 4.50% TRACT II (75%x30%x50%) 11.25%
4. Specify interest or percent of operating rights being retained by assignor	TRACT I 15.50% TRACT II 38.75%
5. Specify overriding royalty interest being reserved by assignor	none 0.00%
6. Specify overriding royalty previously reserved or conveyed, if any	3.50%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR [illegible].

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 7th day of July, 1982.
CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
J. P. Gaylick, Vice President

1660 Lincoln Denver Club Building
(Assignor's Address)

Hubert L. White, Secretary

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. 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 NM 43000 .
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 [XX] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

APPROVAL	DIVISION APPROVAL
RLG	

Executed this 16 day of July , 19 82.

ADOBE Oil & Gas Corporation

By: _____ 1100 Western United Life Building
H.R. Holcomb (Assignee's Signature) Vice President (Assignee's Address)

ATTEST:

By: _____ Midland Texas 79701
P.M. Gavlick Secretary (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)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26 day of July, 1982 by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Cynthia B. Morcomb
Notary Public
Address: 1401 Denver Club Building
Denver, CO 80202

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared H. R. HOLCOMB, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of ADOBE OIL & GAS CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of July, 1982.

Mala Kimball
Notary Public
State of Texas
My Commission Expires 5-15-85

Mala Kimball
Notary Public in and for the
State of Texas

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RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated July 7, 1982 and affecting Federal Oil and Gas Lease W-2120, between Chandler & Associates, Inc., as Assignor and Adobe Oil & Gas Corporation, as Assignee.

This Assignment of Operating Rights in Oil and Gas Lease 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 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 lease 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 Lease;

(b) All prior Assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975; and subject to the Assignment of Operating Rights dated March 1, 1979 between Chandler & Associates, Inc. and Petro-Search Exploration Corporation as Assignors, and C. F. Braun & Co., Petroleum, Inc. and Dyco Petroleum Corporation as Assignees.

This Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease is IN LIEU OF AND NOT ADDITION TO that certain Assignment of Operating Rights in Oil and Gas Lease dated January 8, 1981 between Assignor and Assignee, insofar as it covers and affects Federal Oil and Gas Lease W-2[illegible].

66263-1

GPO 576-710

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-72837

Lease effective date
July 1, 1981

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

General Hydrocarbons, Inc.

Address *(include zip code)*
200 Transwestern II Bldg., Box 31515
Billings, Montana 59107-1515

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

Township 28 North, Range 110 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S/2
Section 6: Lot 4, S/2 SE/4
Section 7: E/2
Section 8: All

Containing 1559.79 acres, more or less, situated in Sublette County, Wyoming

Assignment approved as to lands described below

192816

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Sept 22 1982 8:00 A.M.
IN BOOK 66 OF Misc PAGE 213
FEE $6 Sandra Mark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy Wilson

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	12.50%
4. Specify interest or percent of record title interest being retained by assignor, if any	87.50%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Eight and one quarter percent of eight-eighths 8.25%

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 26th **day of** April , **1982**

ATTEST:

(Assignor's Signature)
By: Ted Switzer, Assistant Secretary

ENERGETICS, INC.

(Assignor's Address)
By: Gene W. Anderson, Vice President-Land
102 Inverness Terrace East
Englewood, CO 80112
(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 SEP 1 1982 **By** /s/ Glenna M. Lane
(Authorized Officer)
Chief, Oil & Gas Section

AUG 3 1 1982

Assignor's Copy
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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 MT-065500 . (3-10-81)
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 17th day of June, 19 84.

GENERAL HYDROCARBONS, INC.

(Assignee's Signature)

By: John J. Tomsen
Vice President - Exploration

200 Transwestern II Bldg.
Box 31515

(Assignee's Address)

Billings, Montana 59107-1515

(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 MONTANA)
)
COUNTY OF YELLOWSTONE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared John J. Tomsen 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 GENERAL HYDROCARBONS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of June, 1984.

[illegible] Notary Public

My Commission Expires

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval.

ROUTINE USES:

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 22nd day of June, 1984.

My Commission Expires: Oct. 22, 1985

Notary Public

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5182

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE 928867

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

RECORDED Sept 27 1982 8:44 AM
IN BOOK 66 OF OIL AND GAS PAGE 215
FEES $ 5.00 SUBLETTE COUNTY CLERK
Sublette COUNTY CLERK
by Dorothy M. Ellison

The undersigned, as owner of 71.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.

Section 21: SW¼NE¼ - from the surface of the earth to the stratigraphic equivalent of 17,982 feet as drilled in the #1 Bright Trail Unit Well.

This assignment of interest is in lieu of and not in addition to that certain assignment of interest under a Stipulation Correcting Assignment of Operating Rights recieved by the Bureau of Land Management March 16, 1981.

3. Specify ~~XXXXXXXXXXXXXXXXX~~ operating rights being conveyed to assignee	34.375%
4. Specify ~~XXXXXXXXXXXXXXXXX~~ operating rights being retained by assignor	36.875%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.28125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 10th day of August, 1982.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/Sep 215

_____ (Title) _____ (Date) D-5708

NOTE. This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56400, a Partnership.
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 [X] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 16 day of August, 1982.

Davis Oil Company, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

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

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

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

ACKNOWLEDGMENT (For use by Corporation)

State of Colorado)
County of Denver) ss.

On this 16th day of August, A. D. 1982, before me personally appeared Stephen C. Wilson, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Robin G. Wilson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of August, A. D. 1982.

(SEAL)

Notary Public

My Commission expires 11-10-85

NOTARY PUBLIC STATE OF COLORADO

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE -- The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The verification of the assignee's rights to the lease.
(2) Disclosure for public information in support of decisions on land status records for the management, disposition, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

Form Approved by
Board Feb 1, 1979

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 82-0025

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

I William C. Armor, Jr.
(Name of Applicant)
111 West Second #406
(Number and Street)
Casper, Wyoming 82601
(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)
T. 31 N., R. 112 W., 6th P.M	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 512	6- 4908746 File 4908746
Sec. 36 All	
Total Area 640.00 Acres	Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 25.00

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

Total $ 655.00

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 19 years of age. Each corporation that is to acquire an interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming.

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

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

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

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

6. Offeror agrees:

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

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

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

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

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 14th day of December, 19 81.

Lessee

√ William C. Armor 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.

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

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

EFFECTIVE DATE OF LEASE January 2, 1982

Examined: MLK

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RETURN TO

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, communications, roads, 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 lessee 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 to such reasonable amounts as the lessor may require under existing conditions, upon 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 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 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 well, the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease be incapable of establishing a satisfactory market for the 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 well, capable of operation, is not in actual operation, the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof, provided production is not obtained from other lands, and this lease shall remain in effect as though oil or gas were being produced from said lands.

(e) OTHER KINDRED HYDROCARBONS AND SUBSTANCES On all other hydrocarbons of value, gaseous substances and elements produced or extracted therefrom, including sulphur, nitrogen, carbon dioxide, and helium, a 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 no allowance for the cost of extraction may exceed two-thirds 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 the royalties from the same field.

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

Natural gas and oil actually used for operating purposes upon the land shall be exempt as to the royalties. [illegible] the lessee shall be required by the lessor to account for the [illegible] the lessee shall continue to pay royalties on the [illegible] by him.

(f) 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 hydrocarbons produced, free of charge on the premises where produced or at the option of the lessor and in lieu of said royalties when so required by the lessor, agrees to pay the lessor the highest market price or value of all royalty oil, gas or other hydrocarbon substances produced and saved.

When the lessor elects to take its royalty oil, gas or other hydrocarbons or any part of such oil, gas or other hydrocarbons shall be stored merchantable oil, gas or other 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 no lessee shall not be held liable for loss or destruction of royalty oil in storage from causes beyond his control.

The [illegible] storage of oil as herein provided, shall at all times be, as the said oil is the property of the lessor.

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

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.

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

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

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

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

To file progress reports on 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 upon such oil 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 and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(k) PRODUCTION To operate the wells upon the land herein leased in a competent and efficient manner to the end that lessee will recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas therefrom by wells operated by the lessee or others, including or contiguous lands to those leased herein, and to use such plans or methods for the purpose of circulating or preserving the pressure of the oil or gas in the producing formations as may be required by the lessor. Before any method of operation or 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 amount of production from said land shall be entered into by the lessee, nor shall the lessee be a party to or participate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(l) DILIGENCE - PREVENTION OF WASTE To exercise reasonable diligence in drilling, producing and operating wells on the land covered hereby, unless consent to suspend operations hereinafter 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, 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 [illegible] 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 regrading 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 [illegible] provided, to enter upon the property to repair damage or prevent waste at the expense of lessee, to destroy and control, valid applicable regulations prescribed, to reimburse the owner of the surface or other than the lessor or lessee, [illegible] rights thereof for actual damages thereto and upon improvements thereon, provided that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m) TAXES [illegible] WAIVER - 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 the freedom of purchase and to pay all wages due employees in accordance with the laws of the State of Wyoming.

(n) COMPLIANCE WITH REQUIREMENTS AND REGULATIONS To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(o) 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 at any time to disapprove out of such overriding royalties when in its opinion they become excessive and found are detrimental to the proper development of the leased lands.

(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 advantageous to 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(d) 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 obtainable 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 interstate 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 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 the royalty gas may be delivered into 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 78 (as to State and State School lands), and Title 11, Section 0[illegible] (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 the lease shall

SECTION 5 FORFEITURE CLAUSE The Board shall have the power and authority to cancel or waste prevented 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 by any of the terms, covenants and stipulations hereof or of the general rules, 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 his 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 of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture or for the same cause occurring at any other time.

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 executed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment shall become effective on the date of receipt thereof in the Office of the Commissioner or on some later date if such be so specified by the lessee [illegible] and relinquishment lands, to which 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 executed 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 a 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 lands so to be 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 [illegible] proportionately.

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 January, A. D. 19 82.

OSCAR E. SWAN
COMMISSIONER OF PUBLIC LANDS

1928618

RECORDED Sept 27 1982 8:00 M
IN BOOK 66 P 215 PAGE 217
FEES $8.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
Dorothy McKim

220

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS. That I, we, WILLIAM C. ARMOR, JR., 111 West Second Street, Suite 214, Casper, Wyoming 82601, assignor being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 82-0025, and covering land situate in Sublette County, Counties, described as follows:

Township 31 North, Range 112 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 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, Post Office Box 300, Tulsa, Oklahoma 74102 ~~of~~, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

SAME AS ABOVE

6- 4908746
File 4908746

and containing 640.00 acres, more or less, reserving, however, unto assignor five percent of 8/8ths (5% of 8/8ths)

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 18th day of May, 1982

~~WITNESS~~ 19286

RECORDED 10:22 AM
IN BOOK 6 Misc
PAGE 220
FEES $5.00
SUBLETTE COUNTY CLERK
CLERK

William C. Armor, Jr.
Assignor-Lessee

~~By~~ WILLIAM C. ARMOR, JR.
SS#261-38-[illegible]59

(SEAL)

~~ACKNOWLEDGEMENT~~ (For use by Individual)

State of WYOMING
County of NATRONA } ss.

The foregoing instrument was acknowledged before me by WILLIAM C. ARMOR, JR.
this 18th day of May, 1982

Witness my hand and official seal.

Notary Public

My commission expires: Sept. 30, 1985

In the event Assignor desires to surrender said lease or 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 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.

WCA

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

(SEAL)

Notary Public

My Commission expires: ...

Assignment approved by Board of Land Commissioners: ...

Assignment recorded in the Office of the Commissioner of Public Lands: ...

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form ... forwarded ... request.)

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~I, we,~~ Aminoil USA Inc., 8000 East Maplewood Avenue, Suite 333, Orchard Place Six, Englewood, Colorado 80111, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0816, and covering land situate in Sublette County, Counties, described as follows:

Township 31 North - Range 106 West, 6th PM

Section 3: NW¼SW¼
Section 10: S½NE¼
Section 11: S½NW¼, NE¼SE¼, SW¼NE¼
Section 12: S½NE¼, SE¼NW¼, NW¼SW¼
Section 26: SE¼NW¼

and containing 480 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 The Superior Oil Company, a Nevada Corporation, P. O. Box 1521, of Houston, Texas 77001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land: 50% of the

Township 31 North - Range 106 West, 6th PM

Section 3: NW¼SW¼
Section 10: S½NE¼
Section 11: S½NW¼, NE¼SE¼, SW¼NE¼
Section 12: S½NE¼, SE¼NW¼, NW¼SW¼
Section 26: SE¼NW¼

and containing 480 acres, more or less, ~~reserving however unto assignor~~ subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 8th day of February, 1982.

WITNESS:

Aminoil USA, Inc. Assignor-Lessee

By R. W. Sigley [signature] ~~President~~
Contract Agent

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of ______ } ss.
County of ______

On this ______ day of ______, A. D. 19____, before me personally appeared ______ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his *free* act and deed.

Witness my hand and seal this ______ day of ______, A. D. 19____.

(SEAL)

Notary Public

My Commission expires: ______

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado } ss.
County of Arapahoe

On this 8th day of February, A. D. 19 82, before me personally appeared R. W. Sigley, to me personally known, who, being by me duly sworn, did say that he is the Contract Agent of Aminoil USA Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ______ acknowledged said instrument to be the *free* act and deed of said corporation.

Witness my hand and seal this 8th day of February, A. D. 19 82.

(SEAL) [signature]
Notary Public

MILDRED W. CRAWFORD
NOTARY PUBLIC
in and for
THE STATE of COLORADO
1945 KEARNEY STREET
DENVER, CO 80220

My Commission expires: January 23, 1984

Assignment approved by ~~Board of Land~~ Commissioners: June 25, 1982 without ... binding the State for the payment of any overriding royalty

Assignment recorded in the office of the Commissioner of Public Lands: July 2, 1982

(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: 5-2-50
5,000 April 1959

RECORDED ... PM
IN BOOK ... PAGE 221
FEES ... COUNTY CLERK
SUBLETTE COUNTY CLERK

W-5031
221

192912

222

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ Amoco Int'l USA Inc., 8000 East Maplewood Avenue, Suite 331, Orchard Place Six, Englewood, Colorado 80111, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0114, and covering land situate in Sublette County, Counties, described as follows:

Township 33 North - Range 110 West, 6th PM

Section 36: All

and containing 640 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 The Superior Oil Company, a Nevada Corporation, P. O. Box 1521 of Houston, Texas 77001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land: 50% of the

Township 33 North - Range 110 West, 6th PM

Section 36: All

and containing 640 acres, more or less, reserving, however, unto assignor subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 8th day of February, 1982.

WITNESS:

Amoco Int'l USA Inc.
Assignor-Lessee

By R. W. Stigley
Contract Agent

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado }
County of Arapahoe } ss.

On this 8th day of February, A. D. 19 82, before me personally appeared R. W. Stigley to me personally known, who, being by me duly sworn, did say that he is the Contract Agent of Amoco Int'l USA Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of February, A. D. 19 82.

(SEAL)

Notary Public

MILDRED W. CRAWFORD
NOTARY PUBLIC
IN AND FOR
THE STATE of COLORADO
1660 KEARNEY STREET
DENVER, CO 80220

My Commission expires [illegible]

Assignment approved by the Board of Commissioners: June 25, 1982 without liability on the State for the payment of any overriding royalty.

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1982

(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

[illegible] PAT 222

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we Amoil USA Inc., 8000 East Maplewood Avenue, Suite 333, Orchard Place Six, Englewood, Colorado 80111, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-842A, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North - Range 107 West, 6th PM

Section 16: All

Township 33 North - Range 108 West, 6th PM

Section 36: All

and containing 1,280 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 The Superior Oil Company, a Nevada Corporation, P. O. Box 1521 of Houston, Texas 77001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land: 50% of the

Township 33 North - Range 108 West, 6th PM

Section 36: All

and containing 640 acres, more or less, ~~reserving, however, unto assignor~~ subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 8th day of February, 1982.

WITNESS:

Amoil USA Inc.
Assignor-Lessee

By R. W. Sigley
Contract Agent
~~President~~

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19_____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado }
County of Arapahoe } ss.

On this 8th day of February, A. D. 19 82, before me personally appeared R. W. Sigley, to me personally known, who, being by me duly sworn, did say that he is the Contract Agent of Amoil USA Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of February, A. D. 19 82.

(SEAL)

Notary Public

MILDRED W. CRAWFORD
NOTARY PUBLIC
In and for
THE STATE of COLORADO
1945 KEARNEY STREET
DENVER, CO 80220

My Commission expires: January 23, 1984

Assignment approved by Board of Land Commissioners: June 25, 1982 without obligating the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1982

(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

RECORDED Sept 29 1982 8:29 AM
IN BOOK 66 OF ... PAGE 221
FEES $10.00 Linda M. Jack COUNTY CLERK
CONVEYANCE OFFICER

19-2014

224

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~I,~~ ~~we,~~ Amoco Production Company, 8000 East Maplewood Avenue, Suite 333, Orchard Place Six, Englewood, Colorado 80111, **assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number** 78-0267, **and covering land situate in** Sublette **County, Counties, described as follows:**

Township 34 North - Range 108 West, 6th PM

Section 36: Lots 1,2,3,4,5,6,7; W½NE¼, NW¼, N½SW¼, NW¼SE¼

and containing 642.65 **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** The Superior Oil Company, a Nevada Corporation, P. O. Box 1521 **of** Houston, Texas 77001, **assignee, ~~all~~ rights, title and interest of assignor in and to said lease insofar as it covers the following described land:** 50% of the

Township 34 North - Range 108 West, 6th PM

Section 36: Lots 1,2,3,4,5,6,7, W½NE¼, NW¼, N½SW¼, NW¼SE¼

and containing 642.65 **acres, more or less, ~~reserving however unto assignor~~** subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 force.**

IN WITNESS WHEREOF, this instrument executed this 8th **day of** February, 1982.

WITNESS:

Amoco USA Inc
Assignor-Lessee

By R. W. Bailey
Contract Agent

~~President~~

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of)
County of) **ss.**

On this day of , A. D. 19, **before me personally appeared** to me known to be the person described in and who executed the foregoing **instrument, and acknowledged that he executed the same as his free act and deed.**

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

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado)
County of Arapahoe) **ss.**

On this 8th day of February, A. D. 19 82, **before me personally appeared** R. W. Bailey **to me personally known, who, being by me duly sworn, did say that he is the** Contract Agent of Amoco Production Inc. **and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.**

Witness my hand and seal this 8th day of February, A. D. 19 82,

(SEAL)

Notary Public

MILDRED W. CRAWFORD
NOTARY PUBLIC
In and for
THE STATE of COLORADO
1946 KEARNEY STREET
DENVER, CO 80220

My Commission expires: May 22, 1985

Assignment approved by Board of Land Commissioners: June 25, 1982 **and that handling fee for the State for the payment of any overriding royalty**

Assignment approved in the Office of the Commissioner of Public Lands: July 2, 1982

(For lease rentals this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared. Two signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.

Form Approved: 5-2-50
5,000 April 1959

RECORDED: Sept. 22, 1982 2:20 PM

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~I we~~ Aminoil USA Inc., 8000 East Maplewood Avenue, Suite 333, Orchard Place Six, Englewood, Colorado 80111, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-0941, and covering land situate in Sublette County, Counties, described as follows:

Township 30 North - Range 105 West, 6th PM

Section 36: All

and containing 640 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 The Superior Oil Company, a Nevada Corporation, P. O. Box 1521 of Houston, Texas 77001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land: 50% of the

Township 30 North - Range 105 West, 6th PM

Section 36: All

and containing 640 acres, more or less, ~~according, however, unto assignor~~ subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 8th day of February, 1982

WITNESS:

Aminoil USA, Inc.
Assignor-Lessee

By R. W. Sigley
Contract Agent
~~President~~

Attest:

~~Secretary~~

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado }
County of Arapahoe } ss.

On this 8th day of February, A. D. 19 82, before me personally appeared R. W. Sigley, to me personally known, who, being by me duly sworn, did say that he is the Contract Agent of Aminoil USA Inc and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of February, A. D. 19 82.

(SEAL)

Notary Public

MILDRED W. CRAWFORD
NOTARY PUBLIC
In and for
THE STATE of COLORADO
1945 KEARNEY STREET
DENVER, CO 80220

My Commission expires: January 23, 1984

Assignment approved by Board of Land Commissioners: June 25, 1982 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1982

(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

STATE OF WYOMING
FILED FOR RECORD
AT 10:30 O'CLOCK A.M. JUL 29 1982
IN BOOK 49 OF MISC. RECORDS PAGE 225
WITNESS MY HAND AND SEAL OF COUNTY CLERK
Ex-Officio Clerk, Sublette County, Wyoming

225

4 Deeds

ASSIGNMEN

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS That ~~I, we,~~ Amirad USA Inc., 8000 East Maplewood Avenue, Suite 333, Orchard Plaza Six, Englewood, Colorado 80111, **assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number** 78-1085, **and covering land situate in** Big Horn **County, Counties, described as follows:**

Township 32 North - Range 106 West, 6th PM

Section 36: All

and containing 640 **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** The Superior Oil Company, a Nevada Corporation, P. O. Box 1521 **of** Houston, Texas 77001, **assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:** 50% of the

Township 32 North - Range 106 West, 6th PM

Section 36: All

and containing 640 **acres, more or less, ~~reserving, however, unto assignor~~** subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 8th **day of** February, 1982

WITNESS:

Amirad USA Inc.
Assignor-Lessee

By R. W. Stigley
Contract Agent
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____
County of _____ } **ss.**

On this ____ **day of** ____, **A. D. 19** ____, **before me personally appeared** ____ **to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.**

Witness my hand and seal this ____ **day of** ____, **A. D. 19**____.

(SEAL)

Notary Public

My Commission expires: ____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado
County of Arapahoe } **ss.**

On this 8th **day of** February, **A. D. 19** 82, **before me personally appeared** R. W. Stigley **to me personally known, who, being by me duly sworn, did say that he is the** Contract Agent **of** Amirad USA Inc. **and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.**

Witness my hand and seal this 8th **day of** February, **A. D. 19** 82

(SEAL)

Notary Public

MILDRED W CRAWFORD
NOTARY PUBLIC
In and for
THE STATE OF COLORADO
1515 KEARNEY STREET
DENVER, CO 80220

My Commission expires: June 25, 1982

Approved by Board of Land Commissioners: June 25, 1982 **without binding the State for the payment of any overriding royalty**

Assignment Ordered in the Office of the Commissioner of Public Lands: July 2, 1982

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form thereof be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the files of this office.)

Form Approved; 3-2-50
5,000 April 1959

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~I, we,~~ Amoil USA Inc., 8100 East Maplewood Avenue, Suite 333, Orchard Plaza Six, Englewood, Colorado 80111, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 78-1078A, and covering land situate in Sublette County, Counties, described as follows:

Township 29 North - Range 104 West, 6th PM

Section 11: SW¼NE¼
Section 13: SW¼SW¼

and containing 80 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 The Superior Oil Company, a Nevada Corporation, P. O. Box 1521 of Houston, Texas 77001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land: 50% of the

Township 29 North - Range 104 West, 6th PM

Section 11: SE¼NE¼ .

and containing 40 acres, more or less, ~~reserving, however, unto assignor~~ subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 8th day of February, 1982

WITNESS:

Amoil USA Inc.
Assignor-Lessee

By R. W. Sigley
Contract Agent
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado }
County of Arapahoe } ss.

On this 8th day of February, A. D. 1982, before me personally appeared R. W. Sigley, to me personally known, who, being by me duly sworn, did say that he is the Contract Agent of Amoil USA Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of February, A. D. 1982.

(SEAL)

Notary Public

MILDRED W. CRAWFORD
NOTARY PUBLIC
In and for
THE STATE of COLORADO
1515 KEARNEY STREET
DENVER, CO 80220

My Commission expires: February 25, 1984

Assignment approved by Board of Land Commissioners: June 25, 1982 without ~~approval~~ binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 2, 1982

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 this office.

Form Approved: 3-2-50
5,000 April 1959

RECORDED July 2nd 1982 at 9:30 AM
IN BOOK 46 of Misc. PAGE 227
FEES $10.00 Sublette County, Wyo.
Sublette County Clerk

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Amoil USA Inc., 8000 East Maplewood Avenue, Suite 333, Orchard Plaza Six, Englewood, Colorado 80111, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-0160, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North - Range 116 West, 6th PM

Section 16: All

and containing 640 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 The Superior Oil Company, a Nevada Corporation, P. O. Box 1521 of Houston, Texas 77001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land: 50% of the

Township 32 North - Range 116 West, 6th PM

Section 16: All

and containing 640 acres, more or less, ~~reserving, however, unto assignor~~ subject to five percent overriding royalty previously reserved

TO HAVE AND TO HOLD unto the said The Superior Oil 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 8th day of February, 1982.

WITNESS:

Amoil USA Inc.
Assignor-Lessee

By R. W. Sigley
Contract Agent

~~President~~

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____ } ss.
County of _____

On this _____ day of _____, A. D. 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado } ss.
County of Arapahoe

On this 8th day of February, A. D. 1982, before me personally appeared R. W. Sigley, to me personally known, who, being by me duly sworn, did say that he is the Contract Agent of Amoil USA Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of February, A. D. 1982.

(SEAL)

Notary Public

MILDRED W. CRAWFORD
NOTARY PUBLIC
In and for
THE STATE of COLORADO
1945 KEARNEY STREET
DENVER, CO 80220

My Commission expires: September 3, 1985

Assignment approved by Board of Land Commissioners: June 25, 1982 and that binding the State for the payment of any overriding royalty

Assignment received in the Office of the Commissioner of Public Lands: July 2, 1982

(Fee for executing this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be obtained and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the files hereof.)

Form Approved, 3-2-50
5,000 April 1950

[redacted]

[redacted]

[redacted]

CHANGE OF DEPOSITORY

AGREEMENT, Made this 3rd day of September, 19 82, between

Alfred G. Ditton and Thelma L. Ditton

(whether one or more), hereinafter called First Party, and Gulf Oil Corporation, hereinafter called Second Party:

WHEREAS, the first party claims to own an interest in the mineral estate in the following described real property and premises, to-wit:

Township 32 North, Range 108 West, 6th P.M.
Section 14: W/2 W/2, but and except for: A tract and parcel of land bounded by the following traverse, the initial point whereof is the southeast corner of the southwest 1/4 of the southwest 1/4 of Section 14, Township 32 North; Range 108 West of the Sixth Principal Meridian, and from said initial point running thence due north a distance of 700 feet to a point, and thence running due west a distance of 301 feet to a point, thence running due south 700 feet to a point on the south line of said Section 14; thence running due east along the said south line of such Section 14 to the Point of beginning.

situate in Sublette County, State of Wyoming; and,

WHEREAS, the second party holds and owns an oil and gas mining lease upon said premises, bearing date September 17, 1974, between Alfred G. Ditton and Thelma L. Ditton, husband & wife as lessor, and Gulf Oil Corporation, as lessee, recorded in the records of said County in Book 510 G at Page 165-166; and,

WHEREAS, the parties have agreed, as hereinafter stipulated, to modify the terms of the oil and gas mining lease aforesaid, as to the interest of the first party, by substituting another depository for the receipt of all sums payable to first party:

WITNESSETH: That the parties hereto contract, covenant and agree that henceforth the second party may pay or tender directly to the first party, or, may pay or tender for the first party's credit to Rocky Mountain Federal Savings and Loan Ass'n, Pinedale, Wyo. Acct. No. 010-200 4301 or its successor, or any Bank with which it may be merged or consolidated, or which succeeds to its business or assets or any part thereof by purchase or otherwise, all rentals, royalties and other sums under said oil and gas mining lease payable to the first party, and such Bank, as well as its successor, or successors, is the first party's agent and shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas mining lease, regardless of any change of ownership in said real property in the oil and gas thereunder, in said lease, or in the rentals to accrue thereunder and in said premises. All rentals, tenders and other payments authorized or required under the terms of said lease which may be payable to the party of the first part may be made in currency, by check or draft of the party of the second part, or its assigns, payable to him, by depositing such currency, draft, or check in any Post Office on or before the paying date in an envelope with sufficient postage thereon, addressed to first party at Box 138, Farson, WY 82932, or the depository bank at the place named above. Notwithstanding the death of the party of the first part, all tenders or payments may continue to be made in the manner above specified and shall operate as a sufficient tender or payment. Except as herein modified, it is agreed said oil and gas mining lease shall be and remain in full force and effect as originally written, and the said lease is hereby ratified, adopted and approved in its entirety.

First party hereby release and waive all right under and by virtue of the homestead exemption laws of the state in which the land above described is located.

THIS AGREEMENT shall be binding upon any one or more of first parties executing same, whether or not all of said first parties join in the execution hereof, and each and every clause of this agreement shall extend to the heirs, executors, administrators, successors and assigns of all parties so executing this agreement.

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

X Alfred G. Ditton
Alfred G. Ditton

X Thelma L. Ditton
Thelma L. Ditton

This Instrument Prepared by A. D. Kaufman for Gulf Oil Corporation: GLN: 8-34049-02
R/D: 9/17; (9)

192015

RECORDED Sept 30 AT 10:00 AM
IN BOOK 60 010 PAGE 229
RELEASED and Filed COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

229 Melinda M. Evans

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ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Wyoming
COUNTY OF Fremont } ss. All States (except Kentucky)

On this 9th day of SEPT, 1982, before me, a Notary Public in and for said County and State, personally appeared Alfred G. Ditton and Thelma L. Ditton, to me known to be the identical person s described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Brenda Spriggs Notary Public County of Fremont State of Wyoming My Commission Expires April 12 1986

Brenda Spriggs
Notary Public.

ACKNOWLEDGMENT – INDIVIDUAL

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

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

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

My commission expires

Notary Public.

CHANGE OF DEPOSITORY

FROM

TO

Dated 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF } ss:
COUNTY OF

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 this office.

County Clerk—Recorder

By Deputy

When Recorded

Return to

ACKNOWLEDGMENT FOR USE IN OKLAHOMA, KANSAS AND NEW MEXICO WHERE LESSOR SIGNS BY MARK

STATE OF } ss.
COUNTY OF

On this day of A.D. 19 , before the undersigned, a Notary Public in and for the County and State aforesaid personally appeared and to me known to be the identical person who executed the within and foregoing instrument by mark in the presence of and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

My commission expires

Notary Public

NOTE: The signature by mark of a lessor must be witnessed by two persons who sign the mark there

Form 3106
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-63490

Lease effective date
June 1, 1978

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I 92946

RECD Sept 30 1982 10:00 AM
IN B 66 Pgs
FEE $14.00 Lori Wolfe BY CLERK
by Dorothy M. Kline

1. Assignee's Name
ENERGETICS, INC.

Address (include zip code)
102 Inverness Terrace East
Englewood, CO 80112

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 111 West, Sublette County, Wyoming

Section 32: Lot 2, NW¼, N½SW¼
From the surface to a depth of 9,786 feet below the surface

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 2 2 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	12.50%
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached)* are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

*being that certain "Assignment of Operating Rights" between the parties hereto of even date herewith attached hereto as Exhibit "A".

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 6 day of February, 1981.

THE SUPERIOR OIL COMPANY

By: _____
Attorney-in-Fact

P. O. Box 1521
(Assignor's Address)

Houston (City) Texas (State) 77001 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1981

By _____
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 7 1982
(Date)

11173

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 [illegible] 43 CFR 3106

ORIGINAL

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 MONTANA 056500.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 8th day of September, 1981.

ENERGETICS, INC.

By: _____
(Assignee's Signature)
P. D. Maher, Executive Vice President

102 Inverness Terrace East
(Assignee's Address)

ATTEST: _____
Marguerite C. Scott, Asst. Secretary

Englewood (City) Colorado (State) 80112 (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 operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights 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 this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The 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 an operator's bond is required, 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 or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

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. 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.

CERTIFIED
To be a true and comparative copy
of the official records on file
JUN 22 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

DIV. OF OIL, GAS & MINERALS

Exhibit "A"

ASSIGNMENT OF OPERATING RIGHTS

THIS ASSIGNMENT made and entered into this 6 day of February, 1981, by and between THE SUPERIOR OIL COMPANY, a corporation, hereinafter called "Superior", and ENERGETICS, INC., hereinafter called "Assignee",

W I T N E S S E T H :

That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it paid, receipt of which is hereby acknowledged, Superior does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, without representation or warranty of any kind, either express or implied, and without recourse to Superior, even for return of the consideration paid therefor or its value, but with complete subrogation of all of Superior's rights or action of warranty against all former owners or proprietors, unto Assignee, all of its operating rights in and to the following Oil and Gas Lease(s) insofar, and only insofar, as said lease(s) embrace that certain land in Sublette County/~~Parish~~ Wyoming, hereinafter described:

Oil and Gas Lease #W-63490 from The United States of America, Lessor, to The Superior Oil Company, Lessee, dated effective June 1, 1978, insofar, and only insofar, as said lease covers:

Township 27 North, Range 111 West

Section 32: Lot 2, NW¼, N½SW¼
From the surface to a depth of 9,786 feet below the surface;

RECEIVED
SEP 11 11 15
CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 22 1992
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Said Oil and Gas Lease(s) are hereinafter referred to as "said lease(s)" and the lands subject to this assignment, or portion thereof if limited as to depth or formation, are hereinafter referred to as "said assigned premises".

SUPERIOR EXCEPTS FROM THIS ASSIGNMENT AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS:

(a) Record title in and to said lease(s);

(b) All minerals covered by said lease(s) other than oil, gas, casinghead gas, condensate and distillate, together with full rights of ingress and egress to explore for and produce the same;

(c) An overriding royalty of one-eighth of eight-eighths (1/8 of 8/8) of all the oil, gas, casinghead gas, condensate and distillate in, under and which may be produced and saved from said assigned premises, which overriding royalty is in addition to the royalty reserved by the lessor in said lease(s) and all other overriding royalties, if any, previously reserved or conveyed; and

4173
433

~~(c) The right to convert the aforesaid reserved overriding royalty to a working interest in said lease(s)~~ in the amount, at the time and in the manner set forth in that certain Farmout Agreement between the parties dated .....

The oil, gas, casinghead gas, condensate and distillate herein reserved shall be delivered to Superior in any tanks, pipelines or other receptacles with which the wells on said land may be connected, free of all cost of drilling for, producing, saving, treating and delivering the same and free of all taxes, other than severance or production taxes applicable thereto. Superior, or its agents, shall have the right to witness all gauging and runs of oil, to obtain a certified copy of all run tickets and other receipts for delivery of oil produced and run from said assigned premises, and to check all measurements of tanks and pipeline runs. The overriding royalty herein reserved must be delivered regardless of whether Assignee is an underproduced party pursuant to a gas balancing agreement or a deferred production arrangement and regardless of whether Assignee is selling or taking all or any part of its share of the total working interest production.

Superior may require that Assignee receive and market all or any portion of its share of the production on the same terms and for the same prices as Assignee is then receiving for its share of the production, in which event (a) overriding royalties on oil, condensate and other liquid hydrocarbons produced and saved at the well by ordinary production methods shall be paid to Superior on or before the last day of each month for production of the previous month, and (b) overriding royalties on gas and liquids or other products extracted or processed from gas other than by ordinary production methods shall be paid to Superior on or before the last day of the second month following that in which produced or extracted or processed.

If Superior owns less than all of the working interest in said lease(s) or if said lease(s) covers a less interest in the oil, gas, casinghead gas, condensate and distillate in all or any part of said assigned premises than the entire fee simple estate therein, then the overriding royalty herein reserved ~~and the working interest to which it may be converted~~ accruing from that part of said assigned premises as to which said lease(s) covers less than the full interest, shall be proportionately reduced.

The overriding royalty reserved by Superior may be pooled and combined for the development and production of oil or gas in the same manner, to the same extent, and with the same legal force and effect as the landowner's royalty may be pooled and combined under the terms of the underlying lease. Assignee shall furnish Superior with a certified copy of all recorded unit designations embracing said overriding royalty, or any part thereof.

No obligation, either express or implied, shall arise solely by reason of the overriding royalty herein reserved which shall obligate Assignee to keep and maintain said lease(s) in force and effect either by payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon said assigned premises, it being expressly understood that Superior is to receive the overriding royalty in such production only out of the oil, gas, casinghead gas, condensate and distillate if, as and when produced and saved at the will of Assignee from said assigned premises under the terms and provisions of said lease(s).

IN CONSIDERATION OF THE FOREGOING ASSIGNMENT, IT IS AGREED AS FOLLOWS:

1. Superior shall have unrestricted access to said assigned premises and any units in which they may be included for the purpose of witnessing all operations thereon and of measuring and gauging or witnessing the measuring and gauging of the production obtained therefrom. In addition, Assignee shall furnish to Superior, free of cost to it and currently as available, the following information and data as to all wells drilled on the lands covered hereby or on any units in which they may be included, to-wit:

   (a) True copies of all electrical formation surveys and well surveys.

   (b) An accurate monthly report showing the production and the detailed disposition of the volumes of oil, condensate, water, associated gas, non-associated gas or other substances produced from, as well as the volumes of all substances injected into, each reservoir.

   (c) A true report of each potential test, gas-oil ratio test, GPM test, packer leakage test, and any other test conducted on a well.

   (d) A true copy of each bottomhole pressure survey, reservoir fluid analysis, special core analysis, and any other survey or measurements conducted on a well.

   (e) A true and legible copy of each form and report filed with any regulatory body concerning a well.

2. Assignee shall comply with all express and implied covenants and conditions of said lease(s) for offsetting or reasonable development. If Assignee elects not to perform an express or implied covenant which must be performed to avoid default, or elects not to pay or cause to be paid any delay rental, shut-in gas well royalty or other payment, or for any reason desires to release or surrender said lease(s) as to all or part of the lands embraced thereby, it shall first so advise Superior in writing and, upon written request therefor from Superior, shall reassign said lease(s) or portion thereof so involved to Superior. In no event shall Assignee release or surrender said lease(s) or any part thereof or allow the same to expire without offering to reassign the applicable lease(s) to Superior.

CERTIFIED to be a true and comparative copy of the official records on file
JUN 22 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

3. In the event production from said assigned premises or a unit which includes said assigned premises ceases at any time and from time to time for a period of 60 consecutive days and Assignee is not otherwise maintaining said lease(s) by payment of shut-in royalty, Assignee shall forthwith reassign to Superior all of Assignee's rights in said lease(s) unless Assignee is in the process of drilling or conducting other continuous operations on said lease(s) or on such unit in the diligent and good faith attempt to re-establish production from said assigned premises. If such attempt fails to re-establish production from said assigned premises, such reassignment to Superior shall be made within 30 days after such operations cease.

4. Any reassignment of said lease(s) as herein provided shall be without cost or expense to Superior and the interest reassigned shall be free and clear of all overriding royalties, liens, encumbrances and other burdens created by, through or under Assignee. Any such reassignment also shall be free and clear of any commitment by Assignee of the gas produced and saved from the acreage subject thereto and any applicable gas contract between Assignee and a third party or parties shall expressly so provide. Superior shall have the option to purchase all wells and leasehold equipment on the reassigned premises at the net salvage value thereof. Any remaining well or wells on said reassigned premises not so purchased by Superior shall be plugged and abandoned in accordance with the rules and regulations of any governmental agency having jurisdiction thereof and the premises restored to the extent practicable at Assignee's sole risk and cost.

5. Assignee gives Superior the right, at Superior's election, to purchase the oil, gas and condensate produced from said assigned premises or allocated to said assigned premises pursuant to a unit which includes all or any portion of said assigned premises, such rights to be separately exercised as to oil, gas and condensate as follows:

   (a) Assignee shall advise Superior in writing at the time any well subject hereto is drilled and completed and the anticipated availability and type of production therefrom. At such time when, in Assignee's uncontrolled judgment, Assignee is ready to seek a market for each such product, Assignee and Superior shall endeavor to mutually agree as to the terms and conditions under which Superior shall separately purchase each product, Assignee shall have the right to negotiate with prospective purchasers other than Superior and in the event that Assignee receives a bona fide offer from others (excluding subsidiaries and/or affiliates of Assignee) which it is willing to accept for the purchase of such product prior to the time Assignee and Superior agree as to the purchase and sale thereof, Assignee will so advise Superior in writing, giving the terms and conditions of such acceptable offer. Upon receipt of such notice from Assignee, Superior shall have the following sixty (60) days to elect to purchase such product under terms and conditions of such bona fide offer, such election to be in writing and subsequently reduced to a formal contract. Should Superior elect not to purchase such product under the terms and conditions of the bona fide offer, then Superior, within the sixty (60) days following receipt of initial notice from Assignee, shall grant unto Assignee a waiver in writing of its right to purchase such product so as to permit Assignee to conclude such sale to others. Subject to Paragraph (b) hereof, if Assignee does contract to sell such product to others, Superior's right to purchase that product shall terminate; provided, however, if, within six (6) months after Superior waives its right to purchase said product, Assignee has not contracted to sell such product to others, or, upon termination of any such sales contract entered into with others by Assignee after receiving any such waiver granted by Superior pursuant to the foregoing, Superior shall again have the option to purchase the product in question in accordance with the procedures hereinabove established.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 22 1992
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

   (b) If Assignee does contract to sell the oil or condensate to others, Superior, upon thirty (30) days prior written notice given to Assignee, shall thereafter have the right to purchase such oil or condensate upon terms and conditions no less favorable to Assignee than those contained in a contract then in effect between Assignee and an unaffiliated third party purchaser. Assignee's contract for the sale of crude oil or condensate to others shall contain a notice of termination provision as follows:

      Written notice of termination as provided for herein delivered by either party to the other shall be deemed to be mutual consent to termination of this agreement and, in the event of any such notice of termination, each of the parties hereto agrees and undertakes, within the scope of its capacity as supplier or purchaser hereunder, to comply with all requirements of Section 211.63(d) of the Mandatory Petroleum Allocation Regulations of the Department of Energy to effect a lawful termination in compliance therewith. It is further stipulated and agreed by each of the parties hereto that all subsequent purchasers shall have mutual consent termination provisions in their respective sales contracts similar in effect to this one, and which expressly provide that it shall be the obligation of each purchaser/reseller to advise all such downstream purchasers of any notice of termination.

   (c) It is understood and agreed that, pending the exercise of the option of Superior, Assignee shall have the right to make temporary sales of any product; provided, however, that any temporary sale of the oil or condensate can only be made if made subject to the above referred to "notice of termination" provision set forth in Paragraph (b) above.

Each of the foregoing reservations, covenants and agreements shall apply to any renewal or substitute leases which cover any of the lands covered by the above lease(s) and which are obtained by Assignee within 6 months of the expiration or termination of the above lease(s), and Assignee shall execute such instruments as may be necessary to evidence Superior's rights and interests.

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All notices and other communications between the parties shall be in writing and addressed and delivered to Superior at its Western Division Production Department office, Post Office Box 4500, The Woodlands, Texas 77380

Attention: Joint Interest Manager, and to Assignee at 102 Inverness Terrace East, Englewood, CO 80112

Either party may change its address at any time by giving written notice thereof to the other.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed this instrument this 6 day of February, 1981.

THE SUPERIOR OIL COMPANY

By E. C. Hixson, Jr.
Attorney-in-fact

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 22 1992
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

ASSIGNEE:

ENERGETICS, INC.

By P. D. Maher
P. D. Maher, Executive Vice President

SEP 11 11 45

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared E. C. Hixson, Jr., Attorney-in-fact of THE SUPERIOR OIL COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act 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 6 day of February..., 1981.

Donna G. Corder
Notary Public in and for
Harris County, Texas
DONNA CORDER
Notary Public for the State of Texas
My Commission Expires March 12, 1984

THE STATE OF Colorado

COUNTY/~~PARISH~~ OF Arapahoe

BEFORE ME, the undersigned authority, on this day personally appeared P. D. Maher, Executive Vice President of ENERGETICS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act 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 8th day of September 1981.

My Commission Expires March 15, 1983

Janet L. Moore
Notary Public in and for
said State and County

Exh. "A"

Form 3106-[redacted]
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-5714

Lease effective date
June 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.

Section 4: Lots 1, 2, 3, 4, S½N½, S½
Section 5: Lots 1, 2, 3, 4, S½N½, S½

Sublette County, Wyoming

RECORDED Sept 30 1982 10:00 AM
IN BOOK 66 Oil PAGE 237
6th Land Yale COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Bates

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify [redacted] operating rights being conveyed to assignee	22.914375%
4. Specify [redacted] operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

by _____
(Assignor's Signature)
Stephen G. Reiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Old Road Unit/land/SGH:dj D-5598

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

237

[redacted]

PART 238

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership
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 X 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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__.

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT (For use by Corporation)

State of Colorado)
County of Denver) ss.

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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: ____

GLORIA D. [illegible] NOTARY PUBLIC STATE OF COLORADO

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 310[redacted]
(March 1960)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR[redacted]VED
OMB NO. 42-R1599

Lease Serial No.
W-73778

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

182343

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.

Section 8: All
Section 17: SW¼
Section 18: Lots 1, 2, 3, 4, E½W½
Section 19: Lots 1, 2, 3, 4, E½W½, NE¼
Section 20: NE¼, S½

RECORDED Sept 30 82 10:00 AM
BOOK 66 Oil & Gas PAGE 237
6th Prin'l Mer. SUBLETTE COUNTY CLERK
RECORDING
by Dorothy M Stevens

Sublette County, Wyoming

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify [redacted] operating rights being conveyed to assignee	22.914375%
4. Specify [redacted] operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/SGH:dj (Title) (Date) D-5715-1

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

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E13-020

Page 240

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership
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 X 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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State of Colorado }
County of Denver } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

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

GLORIA L. DAWSON NOTARY PUBLIC STATE OF COLORADO

(SEAL)

My Commission expires:

Notary Public

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5182

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

192949

PART I

1. Assignee's Name

DAVIS OIL COMPANY

RECORDED Sept 30 1982 10:44 M
BOOK 66 Deed
PAGE 241
COUNTY CLERK
Sublette County, Wyoming
By Dorothy McKinney

Address (*include zip code*)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
*Tract 1: 34.375%, Tract 2: 36.875%

Township 27 North, Range 108 West, 6th P. M., Sublette County, Wyoming

Tract 1
Section 9: All
Section 10: All
Section 15: All
Section 21: SE¼, NW¼, N½NE¼, SE¼NE¼, SW¼

Tract 2 Section 21: SW¼NE¼ - from the surface of the earth to the stratigraphic equivalent of 17,982 feet as drilled in the #1 Bright Trail Unit Well.

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify ~~interest or percentage~~ operating rights being conveyed to assignee	Tract 1 - Tract 2 -	22.917% 24.585%
4. Specify ~~interest or percentage~~ operating rights being retained by assignor	Tract 1 - Tract 2 -	11.458% 12.29%
5. Specify overriding royalty interest being reserved by assignor		NONE
6. Specify overriding royalty previously reserved or conveyed, if any	Tract 1 - Tract 2 -	6.48125% 7.08125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 19 82.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)

Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land Sgh 241 (Title) (Date) 9-5708

NOTE: This form may be reproduced provided that copies are exact reproductions of

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

Davis Oil Company, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

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

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

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

ACKNOWLEDGMENT (For use by Corporation)

State of Colorado }
County of Denver } ss.

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of August, A. D. 19 82.

(SEAL)

My Commission expires April 23, 1983

Notary Public

NOTARY PUBLIC STATE OF COLORADO

KINTZEL'S - C...

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.

3162

Form 3106–
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W-5183

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

192650

DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 108 West, 6th P.M.
Section 14: All
Section 22: All
Section 23: N½, SE¼

Sublette County, Wyoming

RECORDED Sept 30 1982 8:00
66 Sec 4 PAGE 243
Lou Yale
Dorothy McClure

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify ~~XXXXXXXXXXXXXXXX~~ operating rights being conveyed to assignee	22.914375%
4. Specify ~~XXXXXXXXXXXXXXXX~~ operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 19 82 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Old Road Unit/Land/SGH:dj D-5709

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

243

E13-012

OF OPERATING RIGHTS AND OR OPERATING AGREEMENT

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 W-56800, a Partnership ..
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 X 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of August, A. D. 19 82.

(SEAL)

COLORADO SEAL DAWSON NOTARY PUBLIC STATE OF COLORADO

Notary Public.

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

My Commission expires 2-3-1985

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.

hhr.

Form 3106-1 [redacted]
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 42-R[redacted]99

Lease Serial No.
W-5184

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY 192351

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

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

Sublette County, Wyoming

Recorded Sept 3 1982 10:00 AM
Book 66 Of R. PAGE 245
6th Fee J. Yale
SUBLETTE COUNTY, PINEDALE,
by Dorothy M. Kline

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify [redacted] operating rights being conveyed to assignee	22.914375%
4. Specify [redacted] operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/SGH:dj (Title) (Date) D-5710

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

245-

E13-006

OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership
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 X 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Marvin Davis, Managing Partner

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.

State of Colorado }
County of Denver } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my official seal this day of , A. D. 19

(SEAL)

Notary Public

My Commission expires:

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

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.

9/16

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-5185

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

102352 Sept 30 1982 10:00 AM
6.60 PAGE 247
6th Fee Yake COUNTY CLERK
Deputy

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns; and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 26 North, Range 108 West, 6th P.M.
Section 2: S½
Section 3: Lots 1, 2, 3, 4, S½N½, S½
Section 11: All
Section 12: All

Sweetwater County, Wyoming

Township 27 North, Range 108 West, 6th P.M.
Section 35: SW¼

Sublette County, Wyoming

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify [redacted] of operating rights being conveyed to assignee	22.914375%
4. Specify [redacted] operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August, 19 82.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Old Road Unit/Land/SGH:dj D-5711

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

247

E13-910

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-53369

Lease effective date
February 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address (*include zip code*)
410 17th Street, Suite 1400
Denver, Colorado 80202

W-53369

The undersigned, as owner of 36.45835 / percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P. M.

Section 17: SE¼
Section 23: SW¼
Section 28: SE¼
Section 35: SE¼

Sublette County, Wyoming

RECORDED Sept 30 1982 11:00 A M
IN BOOK 66 Orig PAGE 249
FEES $6.00 David Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLean

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify [redacted] operating rights being conveyed to assignee	24.303136%
4. Specify [redacted] operating rights being retained by assignor	12.155214%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.78125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

E13-008 249

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-74703

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
192955

DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

RECORDED Sept 30, 1982 10:00 AM
IN BOOK 251
Sweetwater COUNTY CLERK

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.

Section 29: S½

Sublette
~~Sweetwater~~ County, Wyoming

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify ~~percentage~~ operating rights being conveyed to assignee	22.914375%
4. Specify ~~percentage~~ operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August, 19 82.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)

Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Old Road Unit/land/SGH:dj D-5703-3

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

E13-018

OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership
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 [X] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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__.

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of August, A. D. 19 82

(SEAL)

Notary Public

My Commission expires: 10-14-85

NOTARY PUBLIC STATE OF COLORADO

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-74697

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

192355

Sept 30 1982 10:00 AM
66 Oil & Gas PAGE 253
Sara J Yale CLERK
by Dorothy M Stine

Address (*include zip code*)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 / percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 108 West, 6th P. M.

Section 30: Lots 1, 2, 3, 4, E½W½, E½
Section 31: Lots 1, 2, 3, 4, E½W½, E½
Section 32: S½

~~XXXXXXXXXX~~ Sublette County, Wyoming

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify ~~XXXXXXXXXXXXXXXXXX~~ operating rights being conveyed to assignee	22.914375%
4. Specify ~~XXXXXXXXXXXXXXXXXX~~ operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)

P. O. Box 5928 T. A.
(Assignor's Address)

Stephen G. Weiman, Vice President

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit Island Sgh E15-034 253 (Title) (Date) 0-5703-2

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form.

[redacted] [redacted] [redacted]

...ROVAL OF ...
...NG RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership
4. 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.
5. Assignee ___ is X 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of August, A. D. 19 82.

(SEAL)

GLORIA A. LAWSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission expires

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

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.

354

Form 3106-1
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM ...D
OMB NO. 42-R1599

Lease Serial No.
W-66296

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

Sept 30 1982 10:00
66 Pct
6 Chain of Title
255
Dorothy M Peters

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 28: NE¼
Sublette
~~Sweetwater~~ County, Wyoming

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify ~~XXXXXXXXXXXXXXXXXX~~ operating rights being conveyed to assignee	22.914375
4. Specify ~~XXXXXXXXXXXXXXXXXX~~ operating rights being retained by assignor	11.460625%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)

Stephen G. Weiman, Vice President

P. O. Box 5928 T.A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Old Road Unit/Land/SGH:dj D-5703-1

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*

255

E13-84

OF OPERATING RIGHTS AND OR OPERATING AGREEMENT SUBLEASE

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 W-56800, a Partnership
4. 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.
5. Assignee __ is X 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT (For use by Corporation)

State of Colorado }
County of Denver } ss.

On the 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company

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

Witness my hand and seal this 16th day of August, A. D. 19 82.

(SEAL)

My Commission expires

Notary Public.

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

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.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-40972

Lease effective date
September 1, 1973

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Sept 30 1982 10:00AM
66 Dwt
257

Address (include zip code)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 8.59375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P. M.

Section 28: NW¼

Limited in depth to that interval from the surface of the earth to 17,982 feet as drilled in the #1 Bright Trail Unit Well, located in the SW¼NE¼ of Section 21, Township 27 North, Range 108 West, Sublette County, Wyoming

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended.

3. Specify ~~interest or percentage~~ operating rights being conveyed to assignee	5.728594%
4. Specify ~~interest or percentage~~ operating rights being retained by assignor	2.865156%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.460938%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August, 1982.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

BUCKHORN PETROLEUM CO. CORPORATE SEAL DELAWARE

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit Handbook 257 (Title) (Date) 0-7260

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

E 15-577

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 W-56800, a Partnership ..
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 [X] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 ...

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 Seventeenth Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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

GLORIA WATSON NOTARY PUBLIC STATE OF COLORADO

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

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.

8-52

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-74700

Lease effective date
September 1, 1973

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

RECORDED Sept 30 1982 10:00 AM
IN BOOK 66 Misc
FEES 6.00 259
SUBLETTE COUNTY CLERK
by Dorothy M. Bruce

1. Assignee's Name

DAVIS OIL COMPANY 1346058

Address (*include zip code*)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 8.59375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 108 West, 6th P. M.

Section 29: NW¼
Limited in depth to that interval from the surface of the earth to 17,982 feet as drilled in the #1 Bright Trail Unit Well, located in the SW¼NE¼ of Section 21, Township 27 North, Range 108 West, Sublette County, Wyoming.

Subject to a call on gas, reserved in that certain Farmout between Texoma Production Company and Davis Oil Company dated January 26, 1981, as amended

3. Specify operating rights being conveyed to assignee	5.728594%
4. Specify operating rights being retained by assignor	2.865156%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.460938%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 16th day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

BUCKHORN PETROLEUM CO. CORPORATE SEAL DELAWARE

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit Lease 259 (Title) (Date) 10-7260-1

Suggestions or questions relative to filing should be directed to the State Office. Only exact reproductions on one sheet of both sides of this official form

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE

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 W-56800, a Partnership .
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

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

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

State of Colorado }
County of Denver } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 16th day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of August, A. D. 19 82.

(SEAL)

GODFREY WILKINSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission expires 4-22-1985

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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 833-059

0-92

Form 3106-[redacted]
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5189

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P. M.

Section 13: N½SE¼

Containing 80.00 acres, more or less
Sublette County, Wyoming

192959

RECORDED: Sept. 30 1982 10:00 A.M.
66 Ovt
FEES + 6.00 Kacey Yurka COUNTY CLERK
SUBLETTE COUNTY, [illegible], WYOMING

3. Specify [redacted] operating rights being conveyed to assignee	20.625%
4. Specify [redacted] operating rights being retained by assignor	13.75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Heiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Landisch _____ (Title) (Date) D-575

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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Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-66298

Lease effective date
October 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P. M.

Section 13: SW¼

Containing 160.00 acres, more or less
Sublette County, Wyoming

132630

RECORDED Sept 30 1982 10:00 AM.
IN BOOK 66 D & T PAGE 263
6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Dunn

3. Specify [redacted] operating rights being conveyed to assignee	30.00%
4. Specify [redacted] operating rights being retained by assignor	20.00%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August, 1982.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted]
(Title) (Date) 5-7937-1

#1 Goldenrod Wintland Fed

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 23rd day of August, A. D. 19 82.

(SEAL)

My Commission expires: 1/4/86

Notary Public

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

AUTHORITY: 30 U.S.C. 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

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-20523

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P. M.

Section 14: NE¼, E½W½, W½SW¼
Section 23: E½W½

Containing 560.00 acres, more or less
Sublette County, Wyoming

126062

RECORDED Sept 30 1982 10:00 A M
IN BOOK 66 Misc PAGE 265
FEES 16.00 Karen J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

3. Specify ~~working~~ operating rights being conveyed to assignee	20.625%
4. Specify ~~working~~ operating rights being retained by assignor	13.75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Wayman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Hand Sch _____ (Title) (Date) 5-5766

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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

GLORIA D. KINTZEL NOTARY PUBLIC STATE OF COLORADO

KINTZEL'S - CASPER

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

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.

[redacted] [redacted] [redacted]

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-45225

Lease effective date
June 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 109 West, 6th P.M. Section 14: W½NW¼ Containing 80.00 acres, more or less Sublette County, Wyoming	184303 RECORDED Sept 30 1982 10:00 A. IN BOOK 66 Ovo 267 FEES 6.00 Doris 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	30.00%
4. Specify ~~interest or percent of~~ record title interest being retained by assignor, if any	20.00%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.00%

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 August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)

P. O. Box 5928 T. A.
(Assignor's Address)

Stephen G. Kalman, Vice President

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handbook _____ (Title) (Date) 11-7936

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 23rd day of August, A. D. 19 82.

(SEAL) NOTARY PUBLIC STATE OF COLORADO

My Commission expires:

Notary Public

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

KINTZEL S...

AUTHORITY: 30 U.S.C. 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 in-

Form 3106-[redacted]
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-20522

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

182363

Township 27 North, Range 109 West, 6th P. M.

Section 25: NW¼, S½

Containing 480.00 acres, more or less
Sublette County, Wyoming

RECORDED Sept 30 1982 11:00 AM
BOOK 66 Orig PAGE 269
6th Lena Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify [redacted]operating rights being conveyed to assignee	20.625%
4. Specify [redacted]operating rights being retained by assignor	13.75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Haud/Sok _____ (Title) (Date) D-5705-1

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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

KINTZEL & CARPENTER

NOTARY PUBLIC STATE OF COLORADO

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

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.

Form 3106-1[redacted]
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]D
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5122

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P. M.

Section 26: All
Section 27: E½
Section 35: E½E½

Containing 1120.00 acres, more or less
Sublette County, Wyoming

RECORDED September 30 1982 10:00 AM
BOOK 66 Oil & G PAGE 271
FEE $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Kline

3. Specify [redacted] operating rights being conveyed to assignee	23.625%
4. Specify [redacted] operating rights being retained by assignor	15.75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.38125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Heiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handsen _____ (Title) _____ (Date) D-5705

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

ACKNOWLEDGMENT (For use by Corporation)

State of COLORADO }
County of DENVER } ss.

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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

GOPAL L. DAIMEE NOTARY PUBLIC STATE OF COLORADO

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

KINTZEL'S - CA

AUTHORITY: 30 U.S.C. 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.

Form 3106-1
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5190

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P. M.

Section 27: NW¼

Containing 160.00 acres, more or less
Sublette County, Wyoming

23,605

Filed Sept 30 1982 10:00 AM
Book 66 Oil PAGE 273
Fee $6.00 Dorothy M. Fellows COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Fellows

3. Specify [illegible] operating rights being conveyed to assignee	23.625%
4. Specify [illegible] operating rights being retained by assignor	15.75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.38125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit / Land / sgh

(Title) (Date) 10-5-82

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 1982, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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 & ... C...

NOTARY PUBLIC STATE OF COLORADO

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

AUTHORITY: 30 U.S.C. 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 PROVI... INFORMATI...

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-52118

Lease effective date
March 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

136386

Township 27 North, Range 109 West, 6th P. M.

Section 28: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

September 30 1982 10:00 A.M.
Book 66 Oil & Gas 275
Fee $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Klein

3. Specify [redacted] operating rights being conveyed to assignee	23.625%
4. Specify [redacted] operating rights being retained by assignor	15.75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.08125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August, 1982.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Ward/Sgh _____ (Title) (Date) D-5866-1

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 1982, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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 STATE OF COLORADO

My Commission expires: _____

Notary Public

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

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 in-

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-52116

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 109 West, 6th P. M.

Section 33: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

Sept 30 1982 10:00 AM
66 Okt 277
6th Fam of Yoke
by Dorothy

3. Specify operating rights being conveyed to assignee	23.625%
4. Specify operating rights being retained by assignor	15.75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.68125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)

Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Wardlaw _____ (Title) (Date) D-5868-1

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*

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO)
County of DENVER) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

AUTHORITY: 30 U.S.C. 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

Form 3106-[redacted]
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-53372

Lease effective date
February 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

19[illegible]8

Township 27 North, Range 109 West, 6th P. M.

Section 27: SW¼
Section 34: NE¼NW¼, W½NW¼

Containing 280.00 acres, more or less
Sublette County, Wyoming

Sept 30 1982 10:00 AM.
Book 66 Page 279
Sublette County, Wyoming
by Dorothy M. Ellison

3. Specify [redacted]operating rights being conveyed to assignee	30.00%
4. Specify [redacted]operating rights being retained by assignor	20.00%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August, 1982.

BUCKHORN PETROLEUM COMPANY

(Assignor's Signature)
Stephen G. Weiman, Vice President

P. O. Box 5928 T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/Land/Sol _____ (Title) (Date) D-7935

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

KINTZEL S CAS

AUTHORITY: 30 U.S.C. 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.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-29898

Lease effective date
October 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

192969

Township 27 North, Range 109 West, 6th P. M.

Section 35: W½E½

Containing 160.00 acres, more or less
Sublette County, Wyoming

Sept 30 1982 10:00Am
66 O+G 281
6th Pinedale
[illegible] COUNTY, WYOMING
by Dorothy McKeen

3. Specify [illegible] operating rights being conveyed to assignee	30.00%
4. Specify [illegible] operating rights being retained by assignor	20.00%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 23rd day of August , 1982 .

BUCKHORN PETROLEUM COMPANY

[signature] P. O. Box 5928 T. A.
(Assignor's Signature) (Assignor's Address)

Stephen G. Weiman, Vice President

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handloh _____ (Title) (Date) D-7937

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 23rd day of August, A. D. 19 82, before me personally appeared Stephen G. Weiman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buckhorn Petroleum Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Stephen G. Weiman 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

1625 BROADWAY
SUITE 1200
DENVER, CO 80202

AUTHORITY: 30 U.S.C. 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 in

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5189

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 13: N½SE¼

Sublette County, Wyoming

132970

September 30 1982 10:00 AM
66 O&G 283
FEE $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Kline

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	34.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET - SUITE 1400
DENVER, CO 80202
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date) D-5715

#1 Goldenrod Unit/land/sgh

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

(Assignee's Address)
DAVIS OIL COMPANY
410 - 17th STREET SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

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

On this day of , 198 , before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

tions made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-20523

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 14: NE¼, E½W½, W½SW¼
Section 23: E½W½

Sublette County, Wyoming

10830.2

RECORDED September 30 1982 10:00 AM
IN BOOK 66 Oil & Gas PAGE 285
FEES $6.00 Laing Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M Stevens

3. Specify interest or percent of operating rights being conveyed to assignee	34.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of SEPT, 1982.

(Assignor's Signature)
Jean Davis

410 17th STREET SUITE 1400
DENVER, CO 80202
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh (Title) (Date) D-5716-1

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 [X] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL (Assignee's Address)
410 - 17th STREET, SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

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

On this 11th day of [illegible], 198_, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

NOTARY PUBLIC
My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-66298

Lease effective date
10-1-71

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 13: SW¼

Sublette County, Wyoming

192972

RECORDED Sept 30 1982 10:00 A M
IN BOOK 66 Ors PAGE 287
FEES $6.00 Fanny Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	50.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

Jean Davis
(Assignor's Signature)

410 - 17th STREET SUITE 1400
DENVER, CO 80202
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh

(Title) (Date) D-7937-1

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 - 17th STREET, SUITE 390
DENVER, CO 80202

(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

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

On this 11 day of [illegible], 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

SUSAN HEMPHILL NOTARY PUBLIC STATE OF COLORADO
My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-45225

Lease effective date
June 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 14: W½NW¼

Sublette County, Wyoming

192673

RECORDED September 30 1982 10:00 A M
IN BOOK 66 Oil & Gas PAGE 289
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stivers

3. Specify ~~interest or percent~~ operating rights being conveyed to assignee	50.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET SUITE 1400
DENVER, CO 80202
(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.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Goldenrod Unit/land/sgh

D-7936

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .
DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 - 17th ST. SUITE 1400
(Assignee's Address)
DENVER, CO 80202

(City) (State) (Zip Code)

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

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

On this 11th day of May, 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-20522

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 25: NW¼, S½

Sublette County, Wyoming

RECORDED Sept 30 1982 10:00 A.M.
IN BOOK 66 Misc PAGE 291
FEES $6.00 Lois J Yake COUNTY CLERK
Sublette County, Wyoming
by Dorothy M Ellis

3. Specify interest or percent of operating rights being conveyed to assignee	34.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982

Jean Davis
(Assignor's Signature)

416 - 17th STREET SUITE 1400
DENVER, CO 80202
(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.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh 291 (Title) (Date) D-5705-1

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 - 17th STREET SUITE 1400
DENVER, CO 80202
(Assignee's Address)

(City) (State) (Zip Code)

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

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

On this 17 day of [illegible], 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

[illegible]
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

tions made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-12553

Lease effective date
June 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 56.25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 24: NW¼

192975

Sublette County, Wyoming

RECORDED Sept 30 1982 10:00 AM
IN BOOK 66 Oil & Gas PAGE 293
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Bloom

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	56.25%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.30%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET, SUITE 1400
(Assignor's Address)
DENVER, CO 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh 293 (Title) (Date) D-5635

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

PART II

ASSIGNEE'S APPLICATION FOR APPRCVAL OF TRANSFER OF OPERATING RIGHTS AND. OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800 .
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 [X] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

DAVIS OIL COMPANY

(Assignee's Signature)

Marvin Davis, Managing Partner

(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

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

On this 11 day of [illegible], 198[illegible], before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-0320797

Lease effective date
December 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 23.95824 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 110 West, 6th P.M.
Section 23: S½
Section 26: N½, SW¼, N½SE¼, SW¼SE¼

Sublette County, Wyoming

192976

RECORDED September 30 1982 10:00 AM
IN BOOK 66 O&G PAGE 295
FEES $6.00 Lois J Yuke COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M Linn

3. Specify interest or percent of operating rights being conveyed to assignee	23.98524%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	7.25%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)

Jean Davis

410 - 17th STREET SUITE 1400
DENVER, CO 80202
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh 295 (Title) (Date) D-5642

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

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .
DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

[redacted]
(Assignee's Address)
DENVER CO 80202

(City) (State) (Zip Code)

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

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

On this 17 day of Sept, 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

SUE C. HENSCH NOTARY PUBLIC STATE OF COLORADO
My Commission Expires June 23, 1984

Sue C. Hensch
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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.

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Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5192

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 20.625 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 19: Lots 1, 2, E½NW¼, NE¼
Section 20: All
Section 21: S½

Sublette County, Wyoming

192977

RECORDED Sept 30 1982 10:00A M
IN BOOK 66 O&G PAGE 297
FEES $6.00 Carol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Lee

3. Specify interest or percent of operating rights being conveyed to assignee	20.625%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.30%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)

Jean Davis

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 effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Goldenrod Unit/land/sgh

D-5718

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

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

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

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

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

On this 11 day of [illegible], 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:
My Commission Expires June 23, 1984

[illegible]
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5561

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address (include zip code)
410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 20.625 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

132970

Township 27 North, Range 109 West, 6th P.M.
Section 21: N½
Section 29: N½

Sublette County, Wyoming

RECORDED Sept 30 1982 10:00 AM
IN BOOK 66 Oil PAGE 299
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

3. Specify ~~XXXXXXXXXXXXXXXXXX~~ operating rights being conveyed to assignee	20.625%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.30%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET, SUITE 1400
(Assignor's Address)
DENVER, CO 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ (Title) (Date)

#1 Goldenrod Unit/land/sgh D-5720

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 -(Assignee's Address) 17th STREET, SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

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

On this 11 day of [illegible], 198[illegible], before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

NOTARY PUBLIC

My Commission Expires June 23, 1984

[illegible]
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5122

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

192979

Township 27 North, Range 109 West, 6th P.M.
Section 26: All
Section 27: E½
Section 35: E½E½

Sublette County, Wyoming

RECORDED Sept 30 1982 10:00 AM
BOOK 66 Oil & G PAGE 301
FEE $6.00 Lenore J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Dillman

3. Specify interest or percent of operating rights being conveyed to assignee	39.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.88125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET SUITE 1400
DENVER, CO 80202
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh

(Title) (Date) D-5705

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Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5190

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M. 192930
Section 27: NW¼

Sublette County, Wyoming

RECORDED Sept 30 1982 10:00 A.m.
IN BOOK 66 Ovr 0 PAGE 303
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinn

3. Specify ~~fractional part of~~ operating rights being conveyed to assignee	39.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.88125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET, SUITE 1400
(Assignor's Address)
DENVER, CO 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date) D-5716

#1 Goldenrod Unit/land/sgh

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 - 17th STREET - SUITE 1400
DENVER, CO 80202

(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

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

On this 11 day of [illegible], 198[illegible], before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

SUE C. [illegible] NOTARY PUBLIC My Commission Expires June 23, 1984 STATE OF COLORADO

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-52118

Lease effective date
March 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

192981

Township 27 North, Range 109 West, 6th P.M.
Section 28: All

Sublette County, Wyoming

Sept 30 1982 10:00 A.M.
66 Over 305
6th Lien Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stein

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	39.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.08125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)

Jean Davis

410 - 17th STREET, SUITE 1400
(Assignor's Address)
DENVER, CO 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh

(Title) (Date)

D-5866-1

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

(Assignee's Address)
DAVIS OIL COMPANY
410 - 17th STREET SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

On this 11 day of Sept, 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5123

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 20.625 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 29: SE¼

172982

Sublette County, Wyoming

Sept 30 1982 10:00 A.M.
66 Ord 307
6.00 Leo J Yale COUNTY CLERK
Deputy
by Dorothy M. Lee

3. Specify ~~XXXXXXXXXXXXXXXXXX~~ operating rights being conveyed to assignee	20.625%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.30%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET, SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh (Title) (Date) D-5868

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 APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

(Assignee's Address)
DAVIS OIL COMPANY
410 - 17th STREET, SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

On this day of , 198_, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-27518

Lease effective date
3-1-71

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 20.625 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

192983

Township 27 North, Range 109 West, 6th P.M.
Section 29: SW¼
Section 30: Lots 1, 2, 3, 4, E½, E½W½

Sublette County, Wyoming

Sept 30 1982 10:00A
66 Ovrd 309
6.00 Sandy Yake
by Dorothy M Thurin

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	20.625%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	4.80%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)

Jean Davis

410 - 17TH STREET SUITE 1400
DENVER, CO 80202
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date) D-5866

#1 Goldenrod Unit/land/sgh

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*

309

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 - 17th STREET, SUITE 1400
DENVER, CO 80202

(Assignee's Address)

(City) (State) (Zip Code)

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

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

On this 11 day of [illegible], 198_, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

process the assignment and ...

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-66305

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 51.25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.

Section 31: Lots 1, 2, 3, 4, E½, E½W½
Section 32: W½NW¼

Sublette County, Wyoming

19298

Sept 30 1982 10:00A
66 Ops
6.00 Long Yale
311
by Dorothy McKeen

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	51.25%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.90%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

~~410 - 17th STREET, SUITE 1400~~
~~DENVER, CO 80202~~
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Goldenrod Unit/land/sgh D-5868-2

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 APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .
DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

(Assignee's Address)
DAVIS OIL COMPANY
410 - 17th STREET SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

On this 17 day of [illegible], 198[illegible], before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

SUE C. HEINTZ NOTARY PUBLIC STATE OF COLORADO
My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W–66306

Lease effective date
March 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 51.25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 109 West, 6th P.M. 192985
Section 32: E½, E½W½, W½SW¼

Sublette County, Wyoming

RECD. Sept 30 1982 10:00AM
IN BOOK 66 Misc
FEES $ 6.00 Lang Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stein

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	51.25%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.40%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)
Jean Davis

410 - 17th STREET, SUITE 1400
(Assignor's Address)
DENVER, CO 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Goldenrod Unit/land/sgh D-5866-2

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 APPLICATION FOR APPRCVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 [X] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .
DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

(Assignee's Address)
DAVIS
410 - 17th STREET SUITE
DENVER, CO 80202

(City) (State) (Zip Code)

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

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

On this 17 day of , 198 , before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

SUE [illegible] NOTARY PUBLIC STATE OF COLORADO

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-52116

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address (*include zip code*) 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 39.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 27 North, Range 109 West, 6th P.M.
Section 33: All

Sublette County, Wyoming

FILED September 30 1982 10:00AM
660 Ord
6th Judy Yake
by Dorothy M Thurin

3. Specify interest or percent of operating rights being conveyed to assignee	39.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.88125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)

Jean Davis

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 effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh

(Title) (Date) D-5868-1

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 - 17th STREET, SUITE 1400
(Assignee's Address)
DENVER, CO 80202

(City) (State) (Zip Code)

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

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

On this 11 day of [illegible], 198_, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-53372

Lease effective date
2-1-76

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M. 192987
Section 27: SW¼
Section 34: NE¼NW¼, W½NW¼

Sublette County, Wyoming

Sept 30 19 10:00 A.M.
66 Ch & L
600 Lang Yake
317
by Dorothy M. Stum

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	50.00
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept., 1982.

(Assignor's Signature)

Jean Davis

410 - 17th STREET SUITE 1400
DENVER, CO 80202
(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 _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Goldenrod Unit/land/sgh D-7935

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 [X] 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

DAVIS OIL COMPANY
410 - 17th STREET SUITE 400
DENVER, CO 80202

(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

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

On this 17 day of [illegible], 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

NOTARY PUBLIC
My Commission Expires June 23, 1984
STATE OF COLORADO

[signature]
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-29898

Lease effective date
10-1-71

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M. 192908
Section 35: W½E½

Sublette County, Wyoming

Sept 30, 1982 10:00 A
319
66 Ord
6th Land Yard
Dorothy M. Lewis

3. Specify ~~XXXXXXXXXXXXXXXXXXX~~ operating rights being conveyed to assignee	50.00
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 17 day of Sept, 1982.

(Assignor's Signature)

Jean Davis

(Assignor's Address)

410 - 17th STREET, SUITE 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit/land/sgh

(Title) (Date) D-7937

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

319

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

DAVIS OIL COMPANY
410 - 17th STREET - Suite 1400
DENVER, CO 80202

(City) (State) (Zip Code)

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

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

On this 17 day of [illegible], 198_, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(2) [illegible] tions 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.

RATIFICATION AND SHUT-IN ROYALTY STIPULATION

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned (whether one or more) owns an interest in the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, subject to the following described oil and gas lease (herein called "said lease") to wit:

Lessor: Jessie Jean Robbins and David W. Robbins, wife and husband, 408 South Washington Avenue, Moorestown, New Jersey 08057.

Lessee: J. Donald Miller, 1145 Petroleum Club Building, Denver, Colorado.

Date: March 21, 1972.

Recorded: April 26, 1972 at 9:00 A.M. in Book 48 o & g, Page 190 of the records in the office of the County Clerk-Registrar of Deeds in and for the County of Sublette, State of Wyoming.

Lands:

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, W½SE¼
Section 12: NE¼

Township 36 North, Range 112 West, 6th P.M.
Section 36: All

and

WHEREAS, said lease and all rights and privileges thereunder, are now owned and held by Apache Corporation whose address is 1660 Lincoln Street, Suite 2300, Denver, Colorado 80264

and

WHEREAS, the undersigned desires to ratify said lease and to stipulate as to the amount of any royalty which may become payable under the terms of said lease, and specifically under the terms of the last sentence of paragraph three (3) thereof (herein called "shut-in royalty"), with respect to the interest of the undersigned in said lands;

NOW, THEREFORE, in consideration of the sum of Five Dollars ($5.00) and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the undersigned, the undersigned hereby agrees as follows:

1. If any shut-in royalty hereafter becomes payable under the terms of said lease, with respect to the interest in said lands now held by the undersigned, the amount of such royalty payable to the undersigned shall be as follows:

NAME	AMOUNT
Jessie Jean Robbins and David W. Robbins, wife and husband	$1,196.53

2. The undersigned hereby ratifies and confirms said lease as being in full force and effect in accordance with its terms and hereby acknowledges the timely payment and receipt in full of all payments of shut-in royalty heretofore payable under the provisions of said lease on account of the interest of the undersigned in said lands.

3. The undersigned further grants, leases and lets said lands to Apache Corporation, 1660 Lincoln Street, Suite 2300, Denver, Colorado 80264, to the full extent of the undersigned's right, title and interest in said lands.

4. This instrument shall be binding upon the undersigned and its heirs, personal representatives, successors and assigns.

192997

RECORDED Oct 6 1982 8:00 AM
IN BOOK 66 Oil & Gas PAGE 321
FEES $6.00 Lena J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stine

EXECUTED this 21st day of September, 1982.

X Jessie Jean Robbins
Jessie Jean Robbins

X David W. Robbins
David W. Robbins

State of California,)
SS.
County of Santa Barbara)

On September 21, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Jessie Jean Robbins and David W. Robbins

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

(Seal) Nik Altankov
Notary Public in and for said State.

Witness my hand and official seal.

OFFICIAL SEAL
NIK ALTANKOV
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
My Commission Exp. Sept. 13, 1986

Form 3110–2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND 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

Carolyn L. Shogrin
10100 North 65th Street
Longmont, CO 80501

W 79189
(Serial Number)

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

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

T. 34 N., R. 115 W., 6th Prin. Mer.
Sec. 16: All

192999

RECORDED Oct 1 19 82 1:30 P M
IN BOOK 66 Misc PAGE 323
FEES $20.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ehmie

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.

Containing a total of 640.00 acres	Annual Rental $640.00

This lease is issued to the successful drawee pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY:

THE UNITED STATES OF AMERICA

By ✓ Carolyn L. Shogrin
(Offeror/Lessee Signature)

(Title)

(Atty-in-fact or Agent's Signature)

✓ Sept. 18, 1982
(Date Signed)

By Gilmore M. Lowe
(Signature of Signing Officer)
Chief, Oil &
Gas Section
(Title)

SEP 24 1982
(Date)

Effective date of lease: SEP 01 1982

FOR LESSEE

323

LEASE TERMS

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

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

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

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

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

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

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

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.* [redacted] daily drilling record, a log, and [redacted] information veys and tests in form acceptable [redacted] of all wells drilled on the

leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

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

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

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

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

(1) *Equal Opportunity clause.* – During the performance of this lease, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal [redacted] ds in the vicinity; (2) polluting air and water; (3) damaging [redacted] owned by the United States or other parties; or (4) [redacted] aging or removing fossils, historic

total relinquishment or the [redacted] mination or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. [redacted] d 433, Title 18 U.S. Code, relating to contracts, [redacted] d form a part of this

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)*

MINERALS MANAGEMENT SERVICE
P. O. BOX 2859
CASPER, WY 82602

Management Agency *(name)*

PLEASE REFER TO ITEM (12)
OF FORM 3109-3

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

14. Controlled or Limited Surface Use Stipulation. This stipulation may be modified when specifically approved by the District Engineer, Geological Survey, with concurrence of the Federal surface management agency. Distances and/or time periods may be made less restrictive depending on the actual onground conditions.

The lessee/operator is given notice that all or portions of the lease area may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Any surface use or occupancy within such special areas will be strictly controlled or, if necessary, excluded. Use or occupancy will be authorized only when the lessee/operator demonstrates that the special area is essential for operations in accordance with a surface use and operations plan which is satisfactory to the Geological Survey and the Federal surface management agency for the protection of such special areas and existing or planned uses. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing oil and gas wells; however, in extremely critical situations, occupancy may only be allowed in emergencies.

After the Federal surface management agency has been advised of specific proposed surface use or occupancy on these lands, and on request of the lessee/operator, the agency will furnish more specific locations and additional information on such special areas which now include:

Description: T 34 N, R 115 W
Sec 16: All

Reason for Restriction: Steep slopes, riparian zones.

Duration of Restriction: (year-round, month(s))

Will depend on area of proposed activity and may vary from area to area.

v Sept 18, 1982
DATE

v Carleen L. Shugrue
SIGNATURE

CULTURAL RESOURCES STIPULATION

The Federal surface management agency is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any surface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the authorized office of the surface management agency or BLM as appropriate, shall:

1. Contact through MMS the appropriate BLM office on lands managed by BLM or the appropriate surface managing agency on lands where the surface is administered by such agency to determine if a site specific cultural resource inventory is ~~recommended~~ required. If a survey is ~~recommended~~ required, then;

2. Engage the services of a qualified cultural resource specialist acceptable to the Federal surface management agency to conduct an intensive inventory for evidence of cultural resource values;

3. Submit a report acceptable to the authorized officer of the surface management agency and the Minerals Management Service; and

4. Implement mitigation measures required by the surface management agency to preserve or avoid destruction of cultural resource values. Mitigation may include relocation of proposed facilities, testing and salvage or other protective measures. Where impacts cannot be mitigated to the satisfaction of the surface managing agency, surface occupancy on that area must be prohibited.

The lessee or operator shall immediately bring to the attention of the Minerals Management Service or the authorized officer of the Federal surface management agency or BLM any cultural resources or any other object of scientific interest discovered as a result of surface operations under this lease, and not disturb such discoveries until directed to proceed by the Minerals Management Service.

Date Sept. 18, 1982 Signature Carolyn L. Shapiro

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), the USGS, and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

✓ Sept 18, 1982
Date

✓ Carleen L. Shafer
Signature

Forest Service Supplment
to Form 3109-3

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all 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 500 feet of any and all springs within the lease area.

(e) Within 500 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

✓ Sept. 18, 1982
DATE

✓ Carolyn L. Shazier
SIGNATURE

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Form 3109–3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483–485); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

Sign on reverse

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

(5) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

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

(10) To comply with all the rules and regulations of the Secretary 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.

- Carolyn L. Skogsim

(Signature of Lessee)

GPO 850-292

332

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-20524

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (*include zip code*) National Foundation West Building
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 36.328125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

193005

Township 27 North, Range 109 West, 6th P.M.
Section 5: SW¼, NW¼SE¼, S½SE¼
Sublette County, Wyoming

Containing 280.00 acres, more or less.

RECORDED Oct 1 1982 2:00 P M
IN BOOK 66 Ord PAGE 332
FEES $6.00 Lora J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mattern

3. Specify interest or percent of operating rights being conveyed to assignee	25.429688%
4. Specify interest or percent of operating rights being retained by assignor	10.898437%
5. Specify overriding royalty interest being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 March, 1982.
NATOMAS NORTH AMERICA, INC.

By: _____
(Assignor's Signature)
E. J. Gilbert, Vice President

One Park Central, Suite 387
(Assignor's Address)
1515 Arapahoe Street
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By: _____
(Authorized Officer)
Chief, Oil & Gas Section

SEP 15 1982

[redacted] [redacted] [redacted]

ART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

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

On this 31st day of March, 1982, before me, V. Jean Feil, a Notary Public, personally appeared E. J. Gilbert, who acknowledged himself to be the Vice President of NATOMAS NORTH AMERICA, INC., a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

V. Jean Feil
Notary Public

My Commission Expires: 10/4/84

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 833-059

334

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-5645

Lease effective date
May 1, 1967

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (include zip code) National Foundation West Building
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 33.203125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ (All)
Sublette County, Wyoming

Containing 590.01 acres, more or less.

193006

RECORDED Oct 1 1982 2:00 P M
IN BOOK 66 Rec'd PAGE 334
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M [illegible]

3. Specify interest or percent of operating rights being conveyed to assignee	23.242188%
4. Specify interest or percent of operating rights being retained by assignor	9.960937%
5. Specify overriding royalty interest being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 March, 19 82.
NATOMAS NORTH AMERICA, INC.

By: [signature] (Assignor's Signature)
E. J. Gilbert Vice President

One Park Central, Suite 387
(Assignor's Address)
1515 Arapahoe Street
Denver, Colorado 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

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

SEP 15 1982
(Title) (Date)

[redacted] RT II [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

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

On this 31st day of March, 1982, before me, V. Jean Feil, a Notary Public, personally appeared E. J. Gilbert, who acknowledged himself to be the Vice President of NATOMAS NORTH AMERICA, INC., a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

V. Jean Feil
Notary Public

My Commission Expires:
10/4/84

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. 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 833-059

336

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-5191

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address *(include zip code)* National Foundation West Building
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25.78125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 109 West, 6th P.M.
Section 8: All
Sublette County, Wyoming

193007

Containing 640.00 acres, more or less.

RECORDED Oct 1 1982 2:00 PM
IN BOOK 66 Oil & G PAGE 336
FEES $6.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	18.046875%
4. Specify interest or percent of operating rights being retained by assignor	7.734375%
5. Specify overriding royalty interest being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 March, 1982.
NATOMAS NORTH AMERICA, INC.

By: _____
(Assignor's Signature)
E. J. Gilbert, Vice President

One Park Central, Suite 337
(Assignor's Address)
1515 Arapahoe Street
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By _____
(Authorized Officer)
Chief, Oil & G[redacted] Section

SEP 15 1982
(Date)

[redacted] ASSIGNMENT

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

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

On this 31st day of March, 1982, before me, V. Jean Feil, a Notary Public, personally appeared E. J. Gilbert, who acknowledged himself to be the Vice President of NATOMAS NORTH AMERICA, INC., a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

My Commission Expires: 10/4/84

V. Jean Feil
Notary Public

connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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 833 - 059

338

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-5645

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
WOODS PETROLEUM CORPORATION

Address *(include zip code)* 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 33.203125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North - Range 109 West, 6th P.M.
Section 6: Lots 1,2,3,4,5,6,7, S/2NE/4,
SE/4NW/4, E/2SW/4, SE/4 (All)
Sublette County, Wyoming

133008

RECORDED Oct 1 1982 2:00 P M
IN BOOK 66 Oil & Gas PAGE 338
FEES $8.00 Lena J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKeen

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	16.6015625%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	16.6015625%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.8%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

(Assignor's Signature)
Jean Davis

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

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

SEP 15 1982
(Date)

NOTE: This [redacted] may be reproduced provided [redacted] copies are [redacted] reproductions on one sheet of both sides [redacted] official form in [redacted] with the provisions of 43 CFR 3106

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-5645

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named JEAN DAVIS, who is personally known to me to be the identical person whose name is affixed to the within instrument and she acknowledged that she executed the within instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

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.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-5645

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.075970701% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W-20524

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
WOODS PETROLEUM CORPORATION

Address *(include zip code)* 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 36.328125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North - Range 109 West, 6th P.M.
Section 5: SW/4, NW/4SE/4, S/2SE/4
Sublette County, Wyoming

193009

RECORDED Oct 1 1982 2:00 P M
IN BOOK 66 Orig PAGE 341
FEES $6.00 Lorna J Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Klein

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	18.1640625%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	18.1640625%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.8%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)

410 Seventeenth Street, Suite 1400
(Assignor's Address)

Paul Messinger, Attorney-In-Fact

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By Gloria M. Gird
(Authorized Officer)
Chief, Oil & Gas Section

SEP 15 1982
(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

FOR ASSIGNEE

#29-1 Cutlass/Land/RLN

341

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20524

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

_____
Notary Public

[redacted] [redacted] [redacted]

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20524

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.177381% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass Well/Land/RHM

D-5720-1

344

Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W-73779

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address *(include zip code)* 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25.78125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North - Range 109 West, 6th P.M.
Section 7: Lots 1,2, E/2NW/4, E/2
Sublette County, Wyoming

193810

RECORDED Oct 1 1982 2:00 PM
IN BOOK 66 D&E PAGE 344
FEES $6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	12.890625%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	12.890625%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.3%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*See rider attached hereto and made a part hereof

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

Executed this 5th day of April , 19 82.

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 is still in effect

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By Glenna M. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 16 1982
(Date)

[redacted] be reproduced provided that copies are [redacted] reproductions on one sheet of both sides [redacted] official form [redacted] with the provisions of 43 CFR 3106

[redacted] PA [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-73779

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

Notary Public

NOTARY PUBLIC SEAL STATE OF COLORADO

formation is not provided, the assignment may be rejected.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-73779

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.131641% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-73779

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
WOODS PETROLEUM CORPORATION

Address *(include zip code)*
3555 Northwest 58th Street, Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 41.40625 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North - Range 109 West, 6th P.M.
Section 7: Lots 3,4, E/2SW/4
Sublette County, Wyoming

193011

RECORDED Oct 1 1982 2:00 PM
IN BOOK 66 Oil & Gas PAGE 347
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify [redacted] operating rights being conveyed to assignee	20.703125%
4. Specify [redacted] operating rights being retained by assignor	20.703125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.3%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

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

Executed this 5th day of April, 19 82.

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)

Paul Messinger, Attorney-In-Fact

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By Alonzo W. Grace
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 16 1982
(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

#29-1 Cutlass/Land/RHM

347

D-5717-2

FOR ASSIGNEE
2390-1

PART II 348

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-73779

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

Notary Public

NOTARY PUBLIC SEAL STATE OF COLORADO

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-73779

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.6394725% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass/Land/RHM

D-5717-2

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-5191

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
WOODS PETROLEUM CORPORATION

Address *(include zip code)*
3555 Northwest 58th Street, Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25.78125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North - Range 109 West, 6th P.M.
Section 8: All
Sublette County, Wyoming

193012

RECORDED Oct 1 1982 2:00 P M
IN BOOK 66 Deed PAGE 350
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	12.890625%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	12.890625%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.3%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

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 is still in effect

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By Glenn M. Glenn
(Authorized Officer)

Chief, Oil & Gas Section

(Title)

SEP 15 1982
(Date)

NOTE: This [redacted] be reproduced provided that copies [redacted] productions on one sheet of both sides [redacted] ficial form.

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-5191

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

Notary Public

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-5191

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.131641% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

(Assignor and Assignee)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PNC Corporation, a Corporation, whose address is 717 17th Street, Suite 1620, Denver, Colorado, hereinafter referred to as "Assignor," for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, sell, transfer and convey unto DAVIS OIL COMPANY, 410 17th Street, Suite 1400, Denver, Colorado, 80202, hereinafter referred to as "Assignee," an undivided Seventy-five Percent (75%) of Assignor's operating rights in and to the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof, insofar and only insofar as said leases cover the lands described thereon.

It is understood and agreed that this Assignment of Operating Rights is made without warranty of title either express or implied and is subject to any and all existing overriding royalties and/or other burdens on production.

EXECUTED this 23rd day of October, 1981.

PNC CORPORATION

No Seal

By: _____
Donald L. Beckwith, Agent

RELEASED

NOV [illegible]

[illegible]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 23rd day of October, 1981, before me appeared Donald L. Beckwith, to me personally known, who, being by me duly sworn, did say that he is the designated Agent of PMI Corporation, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Donald L. Beckwith acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

My Commission expires:

[redacted]
1775 17th Street, Suite 500
Denver, Colorado 80202

Notary Public

EXHIBIT A

To that certain Assignment of Operating Rights from FMC Corporation

to Davis Oil Company dated October 23, 1981

FMC Lease No.	Lessor	Lessee	Lease Date	Description
127	[illegible] 5-5106	Esther Chorney	5-1-67	Insofar and only insofar as the leases cover the following described lands in Carbon and Sweetwater Counties, Wyoming: T 24 N, R 93 W Section 17: S/2 Section 19: NW/4 Section 29: W/2 NE/4 T 27 N, R 93 W Section 29: NE/4 T 27 N, R 109 W Section 17: All Section 19: Lots 1, 2, 3, 4, E/2 T 27 N, R 103 W Section 19: Lots 1, 2, 3, 4, E/2W/2 Section 29: All Section 31: E/2
129	[illegible] 5-5123	Esther Chorney	5-1-67	
[illegible]	[illegible] 5-7244A	Esther Chorney	5-1-67	
[illegible]	[illegible] 5288	Esther Chorney	5-1-67	

620.0

Page No.	Lessor	Lease Date	Description
141	USA W-5561	5-1-67	T21N, R10W Section 21: N/2 Section 29: N/2
		Atlantic Richfield Company	
178	USA W-12553	6-1-68	T 21 N, R 10 W Section 28: W/2
188	USA W-20523	Esther Chorney	5-1-67
189	USA W-20524	Mrs. M. Mabee	5-1-67
191	USA W-12553	Mrs. C. Ingram	6-1-68
192	USA W-12553	Raymond C. Murray	6-1-68
193	USA W-12553	Mrs. J. Hickey	6-1-68

THE STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

I, Albert B. Vesco, County Clerk within and for the County and State aforesaid do hereby certify the foregoing to be a true and complete copy of Assignment
IN TE[illegible] have hereunto subscribed my hand and affixed the [illegible]al seal of said County, at my office in [illegible] this 28 day of
[illegible] A.D. 19 32

ALBERT B. VESCO, COUNTY CLERK
By [illegible], DEPUTY

193015

RECORDED [illegible] 4 1932 8:00 A M
IN BOOK 44 Oil PAGE 353
FEES $ [illegible]
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

3581

359

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-54137

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That R. K. Cramer
410 17th Street, Suite 1340
Denver, Colorado 80202
Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Cramer Oil Company	410 17th Street, Suite 1340 Denver, Colorado 80202	2.0%

193021

RECORDED Oct 4 1982 3:30 PM
IN BOOK 66 Orig PAGE 359
FEES $6.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dora L McClure

Being in all a total of an undivided 2.0% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 111 West, 6th P.M.
Section 17: SE¼
Section 20: NE¼
Section 21: NE¼, W½
Section 30: NW¼SW¼

Containing 840.00 acres, more or less.

WITNESS our hands this 29th day of September, 1982

Witnesses:

R. K. Cramer

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 29th day of September, 1982, before me personally appeared R. K. Cramer the signer of the above instrument, who duly acknowledged to me that he executed the same.

Kay J. Bonnicock
Notary Public

My commission expires:

SHOWING AND REQUEST FOR APPROVAL OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby request(s) approval of the foregoing Royalty Assignment and 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 therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 46,080 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 do not exceed in the aggregate 17½ per cent. The foregoing Royalty Assignment is subject to the limitation of overriding royalties as specified in 43 C.F.R. Sec. 192.83.

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

Witness:

Assignee:

R. K. Cramer

R. K. Cramer, Managing Partner

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

..... **as to** .....

361

Form 3106–5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
W-0318946

Lease effective date
September 1, 1965

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*

410 17th Street, Suite 1400
Denver, Colorado 80202

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	Assignment approved as to lands described below
Township 27 North, Range 109 West, 6th P.M. Section 22: All Section 15: SE¼SW¼, S½SE¼ Sublette County, Wyoming	136142

RECORDED October 12 1982 8:00A M
IN BOOK 66 Oil & Gas PAGE 361
FEE $8.25 Lina J. Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

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	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

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 16 day of SEPTEMBER, 1982
J. S. BRIDWELL ESTATE

SIGNATURE PAGE ATTACHED
(Assignor's Signature)

P. O. Drawer 1830
(Assignor's Address)

Wichita Falls, Texas 76307
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____ .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this day of , 19

(Assignee's Signature) (Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

ESTATE OF J. S. BRIDWELL

By: _____
Clifford G. Tinsley,

By _____
Ralph Sterling Bridwell,

By: _____
Herbert B. Story and

By _____
Gary H. Shores

Independent Co-Executors and Co-Trustees U/W J. S. Bridwell (Deceased)

THE STATE OF TEXAS)
:
COUNTY OF WICHITA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CLIFFORD G. TINSLEY, RALPH STERLING BRIDWELL, HERBERT B. STORY and GARY H. SHORES, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of September, A. D. 1982.

L. S.

BARBARA McGLAUN
Notary Public, WICHITA County, Texas

My Commission Expires: _____

CHANGE OF DEPOSITORY

AGREEMENT, Made this 23rd day of September, 19 82, between

Alfred G. Ditton and Thelma L. Ditton

(whether one or more), hereinafter called First Party, and Gulf Oil Corporation, hereinafter called Second Party:

WHEREAS, the first party claims to own an interest in the mineral estate in the following described real property and premises, to-wit:

Township 32 North, Range 108 West
Section 2: SW/4 NE/4, Lot 2 (34.99)

Township 33 North, Range 107 West
Section 31: Lots 2 (40.04), 3 (40.10), 4 (40.18)

situate in Sublette County, State of Wyoming; and,

WHEREAS, the second party holds and owns an oil and gas mining lease upon said premises, bearing date October 17, 1974, between Alfred G. Ditton and Thelma L. Ditton, as lessor, and Gulf Oil Corporation, as lessee, recorded in the records of said County in Book 51 at Page 161-162; and,

WHEREAS, the parties have agreed, as hereinafter stipulated, to modify the terms of the oil and gas mining lease aforesaid, as to the interest of the first party, by substituting another depository for the receipt of all sums payable to first party:

WITNESSETH: That the parties hereto contract, covenant and agree that henceforth the second party may pay or tender directly to the first party, or, may pay or tender for the first party's credit to Rocky Mountain Federal Savings and Loan Association, Lander, WY 82520 505 Main Acct. No. 2004301 010-
or its successor, or any Bank with which it may be merged or consolidated, or which succeeds to its business or assets or any part thereof by purchase or otherwise all rentals, royalties and other sums under said oil and gas mining lease payable to the first party, and such Bank, as well as its successor, or successors, is the first party's agent and shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas mining lease, regardless of any change of ownership in said real property in the oil and gas thereunder, in said lease, or in the rentals to accrue thereunder and in said premises. All rentals, tenders and other payments authorized or required under the terms of said lease which may be payable to the party of the first part may be made in currency, by check or draft of the party of the second part, or its assigns, payable to him, by depositing such currency, draft, or check in any Post Office on or before the paying date in an envelope with sufficient postage thereon, addressed to first party at Box 138, Farson, WY 82932, or the depository bank at the place named above. Notwithstanding the death of the party of the first part, all tenders or payments may continue to be made in the manner above specified and shall operate as a sufficient tender or payment. Except as herein modified, it is agreed said oil and gas mining lease shall be and remain in full force and effect as originally written, and the said lease is hereby ratified, adopted and approved in its entirety.

First party hereby release and waive all right under and by virtue of the homestead exemption laws of the state in which the land above described is located.

THIS AGREEMENT shall be binding upon any one or more of first parties executing same, whether or not all of said first parties join in the execution hereof, and each and every clause of this agreement shall extend to the heirs, executors, administrators, successors and assigns of all parties so executing this agreement.

193123

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

RECORDED October 12 1982 2:40 P M
IN BOOK 66 Misc PAGE 364
FEES 6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Adkins

X Alfred G. Ditton
Alfred G. Ditton

X Thelma L. Ditton
Thelma L. Ditton

This Instrument Prepared by A. D. Kaufman for Gulf Oil Corporation: GLN: 8-34049-01
R/D: 10/17; (10)

Dayana A. Kaufman
Notary
Wyoming
Expires Sept 26 1984

364

365

ACKNOWLEDGMENT—INDIVIDUAL

STATE OF [illegible] }
COUNTY OF Sheridan } SS. All States (except Kentucky)

On this 22 day of October, 1982, before me, a Notary Public in and for said County and State, personally appeared Alfred G. Ditton and Thelma L. Ditton

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

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

My commission expires Sept 26-1984

Benjamin C. Hamilton
Notary Public.

ACKNOWLEDGMENT—INDIVIDUAL

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

On this ..... day of ....., 19....., before me, a Notary Public in and for said County and State, personally appeared ..... and .....,

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

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

My commission expires .....

.....
Notary Public.

CHANGE OF DEPOSITORY

FROM .....

TO .....

Dated ..... 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... County .....

No. of acres ..... Term .....

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

This instrument was filed for record on the ..... day of ..... A.D. 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 .....

ACKNOWLEDGMENT FOR USE IN OKLAHOMA, KANSAS AND NEW MEXICO WHERE LESSOR SIGNS BY MARK

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

On this ..... day of ..... A.D. 19..... before me the undersigned, a Notary Public, in and for the County and State aforesaid personally appeared .....

and ..... to me known to be the identical person who executed the within and foregoing instrument by ..... mark ..... in my presence and in the presence of .....

..... and .....

as witnesses, and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

My commission expires .....

.....
Notary Public.

NOTE: The signature by mark of a lessor who cannot write his name must be witnessed by two persons who saw his mark made and one of whom must write lessor's name near his mark.

State of Wyoming Oil and Gas Lease
Serial Number 66/5165

ASSIGNMENT OF LEASE OPERATING RIGHTS

CHANDLER & ASSOCIATES, INC., the undersigned, as "Assignor", the owner of the interest hereby assigned in and to the above-designated oil and gas lease, does hereby transfer and assign to EXXON CORPORATION, P.O. Box 2305, Houston, Texas, 77252, as "Assignee", subject to the terms and conditions of said oil and gas lease, the operating rights insofar, and only insofar, as said rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M. and insofar, and only insofar, as said rights pertain to the land specifically described below:

1. Lands affected by this assignment:

Township 28 North, Range 114 West, 6th P.M.
Section 16: S½

Containing 320.00 acres, more or less
Sublette County, Wyoming

193134

RECORDED Oct 13 1982 2:00 P M
IN BOOK 66 Orig PAGE 366
FEES 6.00 Nan Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy McElwee

2. Operating rights of Assignor in above-described lands:

An undivided 36.5% of 100%

3. Extent of operating rights interest herein conveyed to Assignee: An undivided 20.5% of 100%

"Together with rights of ingress and egress through all depths and formations above the depths to which this assignment applies for purposes of operating and developing the assigned interest".

4. Overriding royalty or production payment reserved herein to Assignor:
1.3325% (20.5% of 6.5%)

5. Overriding royalties or production payments previously reserved (percentage only):
3.5%

EXECUTED this 12th day of ~~July~~ August, 1982.

CHANDLER & ASSOCIATES, INC.

CHANDLER & ASSOCIATES, INC. CORPORATE SEAL COLORADO
ATTEST:

SIGNED Hubert L. White
Hubert L. White, Secretary

J. F. Gavlick
J. F. Gavlick, Vice President

Assignment recorded in the Office of the Commissioner of Public Lands: _____.

661820 001

366

STATE OF _____)
)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me by _____ this _____ day of _____ 1981.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

STATE OF COLORADO)
)
COUNTY OF DENVER) SS.

The foregoing instrument was acknowledged before me by J. F. Gavlick as Vice President of Chandler & Associates, INC., this 12th day of ~~July~~ August, 1982.

WITNESS my hand and official seal.

Sharon K. Johnson
Notary Public
1401 Denver Club Bldg.
Denver, CO 80202

My Commission expires:

My Commission Expires May 5, 1986

State of Wyoming Oil and Gas Lease
Serial Number 66/5165

ASSIGNMENT OF LEASE OPERATING RIGHTS

ADOBE OIL & GAS CORPORATION, the undersigned, as "Assignor", the owner of the interest hereby assigned in and to the above-designated oil and gas lease, does hereby transfer and assign to EXXON CORPORATION, P.O. Box 2305, Houston, Texas, 77252, as "Assignee", subject to the terms and conditions of said oil and gas lease, the operating rights insofar, and only insofar, as said rights pertain to all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoboack #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M. and insofar, and only insofar, as said rights pertain to the land specifically described below:

193125

1. Lands affected by this assignment:

Township 28 North, Range 114 West, 6th P.M.
Section 16: S½

Containing 320.00 acres, more or less
Sublette County, Wyoming

RECORDED Oct 12 1982 2:47 P M
IN BOOK 66 Orig PAGE 368
FEES 6.00 Laura J Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClain

2. Operating rights of Assignor in above-described lands:
An undivided 11.25% of 100%

3. Extent of operating rights interest herein conveyed to Assignee: An undivided 11.25% of 100%

"Together with rights of ingress and egress through all depths and formations above the depths to which this assignment applies for purposes of operating and developing the assigned interest".

4. Overriding royalty or production payment reserved herein to Assignor:
0.73125% (11.25% of 6.5%)

5. Overriding royalties or production payments previously reserved (percentage only):
3.5%

EXECUTED this 30th day of July, 1982.

DIVISION APPROVAL

ADOBE

ATTEST:

Secretary

ADOBE OIL & GAS CORPORATION

H. R. Holcomb, Vice President

Assignment recorded in the Office of the Commissioner of Public Lands: _____.

661820 001

STATE OF _____)
)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me by _____ this _____ day of _____ 19__.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

STATE OF TEXAS)
)
COUNTY OF MIDLAND) SS.

The foregoing instrument was acknowledged before me by H. R. Holcomb as Vice President of Adobe Oil & Gas Corporation, this 20th day of July, 1982.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF TEXAS (Seal)

Rebecca J. Wickham
Notary Public

My Commission expires
4-29-86

Rebecca J. Wickham
Notary Public
State of Texas
My Commission Expires 4-29-

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-61797

Lease effective date
7-1-82

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Farmers Union Central Exchange, Inc.

Address *(include zip code)*

P. O. Box 21479, Billings, Montana 59104

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

Township 34 North-Range 110 West, 6th P.M.
Section 4: NE¼SW¼, Section 7: Lots 1,2, NE¼, E½NW¼, Section 8: N½NW¼, Section 9: SW¼NW¼
Township 34 North-Range 111 West
Section 2: Lots 3, 4, Section 3: Lot 1, SE¼NE¼, E½SE¼, Section 12: N½
Township 35 North-Range 111 West
Section 25: N½, Section 26: N½
Section 34: SW¼NE¼, S½S½, NW¼SE¼
Section 35: NW¼NW¼, SW¼SW¼

Containing a total of 1980.54 acres, more or less

Sublette County, Wyoming

Assignment approved as to lands described below

193126

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Oct 13 1982 2:09 PM
IN BOOK 66 Misc PAGE 370
Barbara York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Deline

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	5.50% of 100%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

None

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

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

Executed this 26th day of July , 1982

CHRISTIANSEN OIL AND GAS, INC.

Charles A Church

(Assignor's Signature)

Charles A. Church - President

P. O. Box 1179
(Assignor's Address)

Richardson, Texas 75080
(City) (State) (Zip Code)

ATTEST:

De Juan Crown - Secretary/Treasurer

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 SEP 1 1982

38255

By Glenna M. Lane
Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 4 1982
(Date)

FOR ASSIGNEE

370

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.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 26th day of July ,19 before me personally appeared CHARLES A. CHURCH, to me personally known, who, being by me duly sworn, did say that he is the President of CHRISTIANSEN OIL AND GAS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said CHARLES A. CHURCH acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND SEAL this 26th day of July ,1982.

JOANNE KOPCZYNSKI
Notary Public, State of Texas
My Commission Expires April 30, 1985

Notary Public in and for
The State of Texas

(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 to public lands or resources.

(4)(5) Information from the record and to 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 cannot be approved

CONVEYANCE

RWM

Robert W. Myers, Jr. (an unmarried person) ([illegible] [illegible]) whose street address is 11945 Forestwood Drive, City or Town of Dallas, County of Dallas and State of Texas, for $10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, assigns, transfers and sets over to each of the parties named below (each of which is herein called a "Grantee") the undivided interest appearing below opposite that Grantee's name in and to the entire oil and gas mineral, royalty and over-riding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule I, together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto.

THE NAME and address of each Grantee and the undivided interest in and to the Interests hereby conveyed to each Grantee are as follows:

Grantee	Undivided Interest
AMERICAN GAS & OIL INVESTORS, a New York limited partnership Suite 380 1801 Broadway Denver, Colorado 80202	90%
ENERGETICS, INC., a Colorado corporation 102 Inverness Terrace East Englewood, Colorado 80112	10%

THE UNDERSIGNED hereby represents and covenants that he is the lawful owner of the Interests; that he has full right and authority to convey the Interests; that the Interests are free and clear of all liens and encumbrances; and that he will warrant and forever defend, at the sole cost and expense of Robert W. Myers, Jr., all and singular the Interests against all parties claiming or to claim the same or any part thereof or any interest therein.

193148

RECORDED October 25 1982 8:00 A M
IN BOOK 66 O&G PAGE 372
FEES $8.25 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. [signature]

372

EXECUTED to be effective for all purposes among the parties as of 7:00 A.M., local time, on August 15, 1982.

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

BEFORE ME, Lynne Switzer, a Notary Public, on this day personally appeared Robert L. Myers Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER my hand and seal this 27th day of July, 1982.

My commission expires:

My Commission Expires Aug. 7, 1984

Lynne Switzer
Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

AMENDED SCHEDULE I

Attached hereto and made a part hereof that certain Conveyance dated August 15, 1982 by and between Robert W. Myers and American Gas & Oil Investors and Energetics, Inc. This Amended Schedule I shall replace Schedule I originally attached to said Conveyance dated August 15, 1982.

Our Lease No.	Federal Lease No.	Recorded Book Page	Description	Overriding Royalty
11221	USA-W-62791	BLM Date: 4/28/78 Effective Date: 5/1/78	Township 28N-Range 111W, 6th P.M. Section 31: Lots 1,2,3,4 E/2W/2, W/2SE/4 Township 28N-Range 112W, 6th P.M. Section 25: E/2 of Lot 1, Lots 3,4 6,7 SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 Sublette County, Wyoming	2.6% of 8/8ths

RECORDED October 15 1982 8:00 A.M.
IN BOOK 66 Oil & Gas PAGE 375
FEES $10.00 Nancy Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Stine

133149

ASSIGNMENT

THIS ASSIGNMENT, dated as of August 15, 1982, is from AMERICAN GAS & OIL INVESTORS, a New York limited partnership ("AmGO"), Suite 380, 1801 Broadway, Denver, Colorado 80202, to ENERGETICS, INC., a Colorado corporation ("Energetics"), 102 Inverness Terrace East, Englewood, Colorado 80112.

FOR $10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AmGO hereby grants, bargains, sells, conveys, assigns, transfers and sets over to Energetics an undivided interest in and to the entire oil and gas mineral, royalty and overriding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule I (the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto, which undivided interest in and to the Interests hereby assigned to Energetics is as follows:

(1) From and after the date of this assignment until the occurrence of the event (the "Event") described in Section 3.2 of that certain Acquisition Agreement dated as of July 1, 1982, between Energetics and AmGO, the undivided interest is 5%; and

(2) From and after the Event, the undivided interest is 25%.

AmGO will execute, acknowledge and deliver to Energetics such assignments, transfer orders and other instruments and will take such other action as may be necessary to evidence the occurrence of the Event of record, which instruments will be made without warranty, except as to parties claiming by, through or under AmGO.

Notwithstanding anything to the contrary contained herein, the undivided interest in and to the Interests hereby assigned to Energetics shall forever be 5%, and shall never be 25%, if the Event shall not occur prior to

21 years less one day after the death of the survivor of all the descendants of Theodore Roosevelt, late President of the United States of America, who are living on the date of this assignment.

If AmGO's interest in any tract included in the Land is less than an undivided 90% interest in and to the Interests that cover and relate to that tract, then the undivided interest in and to the Interests hereby assigned to Energetics shall be reduced in the proportion that the interest of AmGO therein bears to 90%.

AmGO agrees to warrant and forever defend, at its sole cost and expense, all and singular the interest hereby assigned to Energetics against all parties claiming or to claim the same or any part thereof or any interest therein by, through or under AmGO, but not otherwise.

EXECUTED to be effective for all purposes between the parties as of 7:00 A.M., local time, on the date first above mentioned.

ATTEST:

Secretary

AMERICAN GAS & OIL INVESTORS
By: Heafitz, Widmann, McMahon & Gardner, Ltd.
Managing General Partner

Vice-President

STATE OF New York)
) ss.
_____ AND COUNTY OF New York)

The foregoing instrument was acknowledged before me this 28th day of September, 1982, by Paul K. Lehman, a Vice President of Heafitz, Widmann, McMahon & Gardner, Ltd., a New York corporation, as Managing General Partner of AMERICAN GAS & OIL INVESTORS, a New York limited partnership.

Witness my hand and official seal.

My commission expires:
3/30/84

Notary Public

Address: 66-41 Thornton Place
Forest Hills N.Y. 11375

SANDRA S. SHAPIRO
Notary Public, State of New York
No. 41-4731860
Qualified in Queens County
Commission Expires March 30, 1984

SCHEDULE I

Attached hereto and made a part hereof that certain Assignment dated August 15, 1982, from American Gas & Oil Investors to Energetics, Inc.

Our Lease No.	Federal Lease No.	Recorded Book Page	Description	Overriding Royalty
11221	USA-W-62791	BLM Date: 4/28/78 Effective Date: 5/1/78	Township 28N-Range 111W, 6th P.M. Section 31: Lots 1,2,3,4 E/2W/2, W/2SE/4 Township 28N-Range 112W, 6th P.M. Section 25: E/2 of Lot 1, Lots 3,4 6,7 SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 Sublette County, Wyoming	2.6% of 8/8ths

Form 182

AFFIDAVIT OF IDENTITY

STATE OF Texas }
COUNTY OF Dallas } ss.

X Cyril David Kasmir of lawful age, being first duly sworn, deposes and says, that he was well acquainted with Robert W. Myers

and with Robert W. Myers, Jr.

as mentioned in the chain of title to the following described land:

Township 28 North, Range 111 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2SE/4

Township 28 North, Range 112 West, 6th P.M.
Section 25: E/2 of Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4

RECORDED Oct 1 1982 8:00 AM
BOOK 66 Misc PAGE 379
$4.00 Fee Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M Adams

County of Sublette and State of Wyoming, and affiant positively knows that said Robert W. Myers

and Robert W. Myers, Jr.

are one and the same person, notwithstanding the discrepancy in the names.

Further affiant saith not.

X Cyril David Kasmir

Subscribed and sworn to before me this 29th day of September, 1982.

My commission expires 8-20-85

Lynna C. Nieves
Notary Public STATE OF TEXAS
LYNNA C. NIEVES

ACKNOWLEDGMENT

STATE OF TEXA }
COUNTY OF DALL } ss

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

On September 29, 1982, before me personally appeared Cyril David Kasmir

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 he duly executed the same as his free and voluntary act and deed, including the release and waiver of the right of homestead, and acknowledging that [illegible]. Given under my hand and seal the day and year last above written.

My Commission Expires 3/20/85

Lynna C. Nieves
Lynna C. Nieves
Notary Public STATE OF TEXAS
Residing at: 1300 Bryan Tower
Dallas, TX 75201

EXHIBIT "B" TO AGREEMENT
BY AND BETWEEN
S.E. ASSOCIATES, MARK EISNER AND
MEMORANDUM OF PURCHASE AND SALE AGREEMENT

S.E. Associates, 20 Ocean View Road, Swampscott, Massachusetts 01907, has entered into a Purchase and Sale Agreement, as Seller, with Chevron U.S.A., Inc., 700 South Colorado Blvd., P.O. Box 599, Denver, Colorado 80201, as Purchaser, pursuant to the terms of which Seller agrees to sell and Purchaser agrees to purchase, for an agreed consideration, United States Federal Oil and Gas Lease Serial Number W-77641, which Mark Eisner will soon assign (or has assigned) his lessee's interest in to S.E. Associates, covering the following lands in Sublette County, Wyoming:

TOWNSHIP 36 NORTH, RANGE 115 WEST

Section 3: All
Section 10: N½, N½S½, SE¼SW¼, S½SE¼

Containing 1,211.00 acres, more or less.

The Closing of the purchase and sale shall take place between July 10, 1983 and July 31, 1983, unless otherwise agreed upon in writing by Seller and Purchaser, in accordance with the terms and provisions of the Purchase and Sale Agreement between the parties, the provisions of which are incorporated herein by reference.

This Memorandum of Purchase and Sale Agreement is entered into for the purpose of giving constructive notice to all parties of the existence of the purchase and sale rights and obligations between the parties with respect to the above-described Lease.

CHEVRON U.S.A. INC.

R. M. Wood
BY: Assistant Secretary

S.E. ASSOCIATES

Mike Shaffer
By: Mike Sheffer, Partner

Leonard Schrank by Mike Shaffer, attorney in fact.
By: Leonard Schrank, Partner

Mark Eisner
By: Mark Eisner, Partner, and
in his individual capacity

RECORDED October 18 1982 8:00 AM
IN BOOK 66 Misc. PAGE 380
Dorothy M. Lewis COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3

3.81

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared D. M. Wood to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 11th day of August, 1982.

My Commission Expires:

December 31, 1985

Cynthia M. Carlson
Notary Public
My Address and Phone is:
760 S. Colorado Blvd.
Denver, Co 80222

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On the 11TH day of ~~July~~, A.D. 1982, personally appeared before me Mike Sheffer, Leonard Schrank, and Mark Eisner, the Partners of S.E. Associates, and Eisner in his individual capacity, and the signers of the above instrument who, being by me duly sworn, acknowledged to me that they executed the same, of their own free act and deed.

Veronica Edwards
NOTARY PUBLIC
(SEAL)

My Commission Expires:

November 1985

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment of Operating Rights dated August 15, 1980, recorded in Book 60, O&G Page 105, with the Register of Deeds of Sublette County, Wyoming, Rainbow Resources, Inc., Terra Resources, Inc., and Barber Oil Exploration, Inc. reserved an overriding royalty in the amount of 4% of 8/8ths in and to the oil and gas lease described in Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, said assignment was made subject to the terms and provisions of that certain Farmout Option Agreement by and between Rainbow Resources, Inc., Terra Resources, Inc., Barber Oil Exploration, Inc., as First Party, and Energetics, Inc., as Second Party; and,

WHEREAS, under said Farmout Option Agreement, First Party reserved the right and option to convert the reserved 4% overriding royalty to an undivided 40% working interest in said lease upon payout of the Energetics Federal #40-20 well located in the SE¼SE¼ of Section 20, T27N-111W, Sublette County, Wyoming; and

WHEREAS, said well has paid out effective February 1, 1982; and

WHEREAS, Terra Resources, Inc. and Williams Exploration Company (Williams Exploration Company as successor in interest to Rainbow Resources, Inc. and Barber Oil Exploration Inc.) have elected to exercise their option to convert said override;

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Williams Exploration Company, and Terra Resources, Inc., (hereinafter referred to as "Assignor") do hereby give, grant, assign, transfer and convey unto Energetics, Inc., and Rocky Mountain Oilfinders, Inc., as successor to a partial interest of Energetics, Inc. (hereinafter referred to as "Assignee"), the 4% overriding royalty reserved in the Assignment of Operating Rights mentioned above.

It is the intent of the parties hereto that the overriding royalty assigned herein be and is hereby merged into the working interest of Assignee.

This instrument shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

EXECUTED THIS 16th DAY OF May ,1982, but made effective February 1, 1982.

WILLIAMS EXPLORATION COMPANY

BY: _____
Joe Gill, Attorney-In-Fact

TERRA RESOURCES, INC.

BY: _____
F. H. Merelli, President

ENERGETICS, INC.

BY: _____

ROCKY MOUNTAIN OILFINDERS, INC.

BY: _____
L. Clark Kiser, President

ATTEST:

_____
William H. Everett III, Secretary

ATTEST:

BY: _____
Lou Switzer, Assistant Secretary

193161

RECORDED May 18 1982 8:00 AM
IN BOOK 60 O&G PAGE 382
FEES 10.25 COUNTY CLERK
SUBLETTE COUNTY CLERK

382

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Arapahoe)

BEFORE ME, the undersigned authority, on this day personally appeared Joe Gill 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 Williams Exploration Company 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 20th day of September.

My commission expires:
March 30, 1985

Lynda A. Evans
Notary Public
3025 S. Parker Road
Suite 600
Aurora CO 80014

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

On this 16th day of May, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 27th day of September, 1982.

My Commission Explres:
12-1-86

Virginia L. Brooks
Notary Public

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared L. Clark Kiser 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 Rocky Mountain Oilfinders, 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 12th day of July, 1984.

My commission expires:
May 20 1984

Notary Public
Norma K. Shettle
10[illegible] Inverness Terrace East
Englewood, Colorado 80112

STATE OF COLORADO)
) ss.
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 16th day of May, 1982.

My Commission Expires:
My commission expires June 24, 1983

NOTARY PUBLIC STATE OF COLORADO

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

EXHIBIT "A"

Page of

Attached to and made a part of that certain Assignment of Overriding Royalty from Williams Exploration Company, et al to Energetics, Inc., et al dated May 16, 1982.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12740	USA-W-54137	Melvin Meester	April 1, 1976	T27N-R111W Section 20: NE¼ Sublette Co., WY		

3855

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of $10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Anne Ritter Farr and Lee E. Farr, wife and husband, 2502 Saklan Indian Drive #2, Walnut Creek, California 94595 ("Assignors"), do hereby transfer and assign unto Hanes M. Dawson, 1340 First National Bank Building, Denver, Colorado 80293 ("Assignee"), an overriding royalty interest of 5% of 8/8 of all oil, gas and related substances, produced, saved and sold from United States Oil and Gas Lease Serial Number Evanston-021954, issued November 1, 1947 (the "Lease"), and all extensions, renewals and leases in lieu of the Lease, to the extent the Lease covers the following lands below the top of the Gannett formation (being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well in Section 15, Township 28 North, Range 115 West, 6th P.M.) (the "Lands"):

Township 27 North, Range 114 West, 6th P.M.
Sublette County, Wyoming

Section 15: SE/4, NE/4SW/4, W/2SW/4, SE/4SW/4
Section 22: NE/4NW/4, NW/4NE/4

containing 400 acres more or less.

1. Assignors expressly except from this Assignment and reserve unto themselves all interests in the Lease and the Lands above the top of the Gannett formation (being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback #2 Well, in Section 15, Township 28 North, Range 115 West, 6th P.M.).

2. If the overriding royalty interest in oil assigned hereby, when added to overriding royalties or payments out of production of oil previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2%, the obligation to pay such excess overriding royalty shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less. This limitation

19:2218

RECORDED October 21 1982 8:00 AM
IN 66 Ores PAGE 386
FEE 6.00 Lee Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M. Stevens
386

6 0 0 0 3 1 0 0 1

E-60003 1

is not applicable to the production of gas and will separately apply to any zone or portion of the Lease segregated for computing United States royalty.

3. This Assignment is without warranty of any kind except that Assignors warrant their title only as to any party claiming by, through or under Assignors.

EXECUTED this 3 day of August, 1982. September 3 GRF

ANNE RITTER FARR

Anne R. Farr

LEE E. FARR

Lee E. Farr

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

The foregoing instrument was acknowledged before me this 3rd day of ~~August~~ September, 1982 by Anne Ritter Farr and Lee E. Farr, wife and husband.

Witness my hand and official seal

My commission expires April 28, 1986.

Marlene E Leverett
Notary Public
Address: 19 Tice Valley Blvd
Walnut Creek, CA 94595

OFFICIAL SEAL
MARLENE E LEVERETT
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My comm. expires APR 28, 1986

Serial No: Evanston-021954

Date of Base Lease: Oct. 1, 1947

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST RELATING TO UNITED STATES OIL AND GAS LEASE

The undersigned, as owner of the below designated overriding royalty interest, does hereby transfer and assign to:

EXXON CORPORATION
P.O. Box 2305
Houston, Texas 77252

the interest specified below:

1. Lands affected by this assignment:

Sublette County, Wyoming

Township 27 North, Range 111 West, 6th PM

Section 15: S½
Section 22: NE¼NW¼, NW¼NE¼

containing 400 acres, more or less.

2. Overriding Royalty Interest of Assignor in above-described lands: Five (5) % of the rights below the top of the Gannett Formation.

3. Extent of Overriding Royalty Interest Conveyed to Assignee: One hundred - Five % of the rights below the top of the Gannett Formation. NWD

Said overriding royalty interest is accepted subject to any existing agreement 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.

The overriding royalty interest assigned herein is accepted by Assignee upon the condition that said overriding royalty interest is and shall remain a separate interest and estate and shall not merge with or become a part of Assignee's leasehold estate.

4. Assignor hereby represents and warrants to Assignee that the conveyed overriding royalty interest is valid and subsisting, that the same covers the conveyed percentage of the oil and gas produced from the above-described lands, and that Assignor was and is qualified to own and hold the same and to make this assignment.

193219

RECORDED October 21 1982 8:00 A.M.
IN BOOK 66 Oil & Gas PAGE 388
FEES $4.00 Nancy Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure
388

600034 001

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

EXECUTED this 6th day of October 19 82.

James M. Dawson

James M. Dawson

Assignor

STATE OF Colorado)
) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by James M. Dawson

this 6th day of October 19 82.

WITNESS my hand and official seal.

Billye L. Hix

Notary Public
Billye L. Hix

My commission expires:

NOTARY PUBLIC STATE OF COLORADO BILLYE L. HIX

When Recorded Please Return To:

Mr. Mark Thompson
Apache Corporation
1600 Foshay Tower
Minneapolis, Minnesota 55402

CONVEYANCE

FROM

THE DOW CHEMICAL COMPANY

TO

APD COMPANY

193221

This Instrument Prepared By:
R. Steve Simms
Andrews & Kurth
4200 Texas Commerce Tower
Houston, Texas 77002

Mail Tax Statements To:
APD Company
c/o Apache Corporation
Foshay Tower
Minneapolis, Minnesota 55402

RECORDED October 21 1987 8:00 AM
66 Oxse
BOOK PAGE 390
Fee Paid
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
by Dorothy M Klein

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CONVEYANCE

THIS CONVEYANCE from THE DOW CHEMICAL COMPANY, a Delaware corporation, whose address is P. O. Box 3387, Houston, Texas 77001 (herein called "Grantor"), to APD COMPANY, a general partnership under the Texas Uniform Partnership Act of which APC Operating Partnership, a Texas limited partnership (herein called "APC Operating"), and Mindotex, Inc., a Texas corporation (herein called "DowSub"), are the sole general partners, whose address is Ishay Tower, Minneapolis, Minnesota 55402 (herein called "Grantee"), which is delivered and effective at 7:00 a.m. local time at the respective locations of each of the Subject Properties (as hereinafter defined) on October 1, 1982 (the "Effective Time");

WITNESSETH:

WHEREAS, pursuant to that certain Acquisition Exchange and Partnership Formation Agreement (herein called the "Acquisition Agreement") dated as of August 26, 1982 among Apache Petroleum Company, a Texas limited partnership (herein called "APC"), APC Operating and Grantor, APC agreed to acquire certain interests in particular oil and gas properties and related assets (including the Subject Properties) of Grantor, APC agreed to contribute its interests in such oil and gas properties and related assets (including the Subject Properties) to APC Operating as required by APC's limited partnership agreement, and APC Operating and Grantor, on behalf of DowSub, agreed to contribute to Grantee all of their respective interests in and to the Subject Properties; and

WHEREAS, in order to effectuate the consummation of such transactions pursuant to the Acquisition Agreement and to facilitate the contributions by APC Operating and Grantor, on behalf of DowSub, of their respective interests in and to the Subject Properties to Grantee effective as of the Effective Time, the parties desire as

a matter of convenience that Grantor, on behalf of itself, DowSub, APC and APC Operating, convey and assign to Grantee all of the Subject Properties, subject to the reservation in Grantor hereinafter set forth; and

WHEREAS, DowSub, APC and APC Operating desire to join herein for the purposes of ratifying and confirming the consummation of such transactions and the contributions by APC Operating and Grantor, on behalf of DowSub, of their respective interests in and to the Subject Properties to Grantee, subject to the reservation in Grantor hereinafter set forth, as evidenced by this Conveyance;

NOW, THEREFORE, in consideration of the premises and of One Hundred Dollars ($100.00) cash and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservation hereinafter made, Grantor, joined by DowSub, APC and APC Operating, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee all of the following:

A. All right, title and interest of Grantor in and to the oil and gas leases, the oil, gas and mineral leases, leasehold interests and other oil and gas interests, rights and properties which are specifically described or referred to in Exhibit A attached hereto and made a part hereof for all purposes INSOFAR and ONLY INSOFAR as said leases, interests, rights and properties cover and include oil and gas and other minerals produced in association therewith or are being used in connection with the exploration, development, operation or maintenance of any thereof; subject, however (to the extent and only to the extent that the same relate to or affect oil and gas and other minerals produced in association therewith and are valid and subsisting at the Effective Time), to any restrictions, exceptions, reservations, conditions, limitations, contracts, agreements and other matters, applicable to such leases, interests, right and properties;

B. All right, title and interest of Grantor in, to and under, or derived from, all presently existing and valid oil and gas unitization, pooling, operating and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), to the extent that such relate to or affect any of the leases or lands specifically described or referred to in Exhibit A;

C. All right, title and interest of Grantor in, to and under, or derived from, all presently existing and valid oil and gas sales and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, partnership agreements and other contracts, agreements and instruments to the extent that such relate to or affect any of the leases or lands specifically described or referred to in Exhibit A; and

D. All right, title and interest of Grantor in and to all personal property (other than office furniture and office equipment), improvements, lease and well equipment, easements, permits, licenses, servitudes, rights-of way, surface leases and other surface rights (including, but not by way of limitation, any wells, tanks, boilers, buildings, gas processing plants, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment, gathering systems, power lines, telephone and telegraph lines, roads and other appurtenances, facilities and easements), to the extent and only to the extent being used in connection with the exploration, development, operation or maintenance of the leases or lands specifically described or referred to in Exhibit , or any unit or units in which part or parts of such leases or lands may

be included, or in connection with the production, treating, storing, gathering or marketing of oil and gas attributable to such leases or lands or such unit or units and other minerals produced in association therewith.

All of the foregoing leases, interests, rights and properties described in paragraphs A through D above are hereinafter called the "Subject Properties".

Grantor expressly EXCEPTS and RESERVES unto itself, its successors and assigns, all of Grantor's right, title and interest in and to all minerals, other than oil and gas and other minerals produced in association therewith which are conveyed hereby, to the extent covered by or included in the Subject Properties described in paragraph A above, including, without limitation, coal and lignite, uranium and other fissionable minerals, hardrock minerals and base and precious metals. As between Grantor and Grantee, Grantee's estate and rights in and to the oil and gas and other minerals produced in association therewith in and under the Subject Properties shall be the dominant estate, and Grantee, its successors and assigns, shall have the superior and preferred rights to explore, develop, use and occupy the Subject Properties to the full extent reasonably necessary for Grantee's oil and gas operations thereon. Neither Grantor nor Grantee nor any of their respective successors or assigns shall have any obligation, express or implied, to maintain or perpetuate any of the Subject Properties or any interests therein in force or effect for the benefit of the mineral rights or estate owned by the other. Grantor further reserves the right to use any easements, servitudes, rights-of-way, surface leases and other surface rights included in the Subject Properties described in paragraph D above to the extent and only to the extent reasonably necessary in connection with Grantor's operations unrelated to oil and gas and other minerals produced in association therewith, and only so long as Grantor's use thereof does not unreasonably interfere with the exploration, development, operation

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or maintenance of the Subject Properties by Grantee in connection with its oil and gas operations thereon. Grantor shall assume and be solely responsible for, and agrees to indemnify and hold Grantee harmless from, any and all costs, expenses, liabilities, claims or losses arising out of or resulting from the exercise or use by Grantor of any of the rights, titles or interests herein reserved by Grantor with respect to the Subject Properties.

Grantor hereby binds itself, and its successors and assigns, to warrant and forever defend title to the Subject Properties unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise. Grantor further gives and grants unto Grantee full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties or any part thereof.

Each of Grantor, DowSub, APC and APC Operating agrees to execute and deliver to Grantee all such other and additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the rights, titles, interests and estates in the Subject Properties conveyed hereby or intended so to be.

This Conveyance is being executed in multiple originals, all of which are identical, except that to facilitate recordation, in certain counterparts hereof only that portion of Exhibit A which contains specific description of Subject Properties located in the recording jurisdiction where that counterpart is to be recorded are included, and other portions of Exhibit A are included by reference only. All of such counterparts together constitute but one and the same instrument. Complete copies

of this Conveyance containing the entire Exhibit A have been retained by Grantor and Grantee.

IN WITNESS WHEREOF, this Conveyance has been executed by Grantor, DowSub, APC and APC Operating on the dates of their respective acknowledgements hereof in the presence of the undersigned competent witnesses whose signatures appear opposite their respective names, but is delivered and effective for all purposes at the Effective Time.

WITNESSES:

THE DOW CHEMICAL COMPANY

By _____
Name: D. A. RIKARD
Title: VICE PRESIDENT

ATTEST:

R. W. Barker
Name: R. W. BARKER
Title: ASSISTANT SECRETARY

WITNESSES:

MINDOTEX, INC.

By _____
Name:
Title: T. C. MANDRELL
PRESIDENT

ATTEST:

_____
Name:
Title: C. F. HENDRIX
SECRETARY

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WITNESSES:

Kathy Moore

Laura Arredondo

APACHE PETROLEUM COMPANY,
By Apache Corporation, General Partner

By _____
Name:
Title: DARRELL J. EGERTSON
EXECUTIVE VICE PRESIDENT

ATTEST:

Beatrice L. Huston
Name:
Title: BEATRICE L. HUSTON
SECRETARY

WITNESSES:

Kathy Moore

Laura Arredondo

APC OPERATING PARTNERSHIP,
By Apache Corporation, General Partner

By _____
Name:
Title: DARRELL J. EGERTSON
EXECUTIVE VICE PRESIDENT

ATTEST:

Beatrice L. Huston
Name:
Title: BEATRICE L. HUSTON
SECRETARY

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, JO A. HERST, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County, and being authorized in such State and County to take acknowledgements, hereby certify that on September 29, 1982:

There personally appeared before me each of the following persons, each being the designated officer of the corporation specified opposite his name and each known to me to be such officer, each such corporation being a party to the foregoing instrument:

D. A. RIKARD, Vice President, and R. W. BARKER, Assistant Secretary, of THE DOW CHEMICAL COMPANY, a Delaware corporation; and

T. C. MANDRELL, President, and C. F. HENDRIX, Secretary, of MINDOTEX, INC., a Texas corporation.

(Arkansas) Before me appeared in person each such person, to me personally well known, who stated that he was the designated officer of the corporation specified opposite his name, and that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

(California) Before me personally appeared each such person, known to me to be the designated officer of the corporation specified opposite his name, which corporation executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation named in the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its board of directors.

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name and authorized by the board of directors of such corporation to act on behalf of such corporation.

(Idaho) Before me personally appeared each such person known to me to be the designated officer of the corporation specified opposite his name, which corporation executed the instrument, and acknowledged to me that such corporation executed the instrument.

(Kansas) The foregoing instrument was acknowledged before me on this date by each such person as the designated officer of the corporation specified opposite his name, on behalf of such corporation.

(Kentucky) The foregoing instrument of writing was produced to me in my county by the parties and acknowledged and delivered before me by each of the above named persons as the designated officer of the corporation specified after his name, such corporation being a party thereto, to be the act and deed of said corporation by him as its such officer, thereto duly authorized, and the seal of said corporation as affixed to said instrument was attested and proven before me.

(Louisiana) Before me appeared each such person, to me personally known , who being by me duly sworn did say that he is the designated officer of the corporation specified opposite his name and that the seal affixed to the foregoing instrument opposite the name of such corporation is the corporate seal of such corporation and that such instrument was signed and sealed on behalf of such corporation by authority of its board of directors, and such officer acknowledged such instrument to be the free act and deed of such corporation.

(Michigan) Before me appeared each such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name and that the seal affixed to the foregoing instrument is the corporate seal of such corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and did acknowledge the instrument to be the free act and deed of such corporation.

(Missouri) Before me appeared each such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of such corporation by authority of its board of directors, and did acknowledge the instrument to be the free act and deed of such corporation.

(Montana) Before me personally appeared each such person, known to me to be the designated officer of the corporation specified opposite his name, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska) Before me personally came each such person as the designated officer of the corporation set forth opposite his name, known to me to be the officer and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and as the voluntary act and deed of such corporation and that the corporate seal of such corporation was thereto affixed by the authority of such corporation.

(Nevada) Before me personally appeared on this date each such person as the designated officer of the corporation specified opposite his name, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

(New Mexico) The foregoing isntrument was acknowledged before me this date by each such person, the designated officer of the corporation specified opposite his name, on behalf of such corporation.

(North Dakota) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name, on behalf of the corporation.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the corporation specified opposite his name, 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.

(South Dakota) Before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation specified opposite his name, and acknowledged that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(Tennessee) Before me personally appeared each such person, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the designated officer of the corporation specified opposite his name, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(Texas) Before me this day personally appeared each such person, personally known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of the corporation specified opposite his name, and personally known to me to be such officer of such corporation, and acknowledged to me that he executed such instrument in the capacity therein stated for the purposes and consideration therein expressed, for and on behalf of and as the act and deed of such corporation.

(Utah) Personally appeared before me each such person, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and did acknowledge to me that said corporation executed the same.

(Wyoming) Each person designated as the executive officer of the corporation specified opposite his name and personally known to me, being first duly sworn upon oath represented that he was the executive officer specified opposite his name of such corporation authorized to execute the above instrument on its behalf, that the seal affixed to the instrument is the corporate seal of such corporation, that the above instrument was signed and sealed on behalf of each such corporation by the authority of its board of directors, and that the officer who executed such instrument on behalf of such corporation acknowledged said instrument to be the free act and deed of the corporation by whom subscribed.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the City of Houston, Harris County, Texas, on the day and year first above written.

Jo A. Herst

JO A. HERST
Notary Public in and for
Harris County, Texas

My Commission expires 10-31-84

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, JO A. HERST, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County, and being authorized in such State and County to take acknowledgements, hereby certify that on September 29, 1982:

There personally appeared before me DARRELL J. EGERTSON, Executive Vice President, and BEATRICE L. HUSTON, Secretary, of Apache Corporation, a Delaware corporation, as General Partner of APACHE PETROLEUM COMPANY, a Texas limited partnership, and as General Partner of APC OPERATING PARTNERSHIP, a Texas limited partnership, each known to me to be the designated officer of such corporation acting herein as General Partner of such limited partnerships, each such limited partnership being a party to the foregoing instrument.

(Arkansas) Before me appeared in person each such person, to me personally well known, who stated that they were the designated officers of such corporation, and that each was duly authorized in such capacity to execute the foregoing instrument on behalf of said corporation as General Partner of each such limited partnership, and further stated and acknowledged that such corporation had so signed, executed and delivered said foregoing instrument as General Partner for and in the name and behalf of each such limited partnership for the consideration, uses and purposes therein mentioned and set forth.

(California) Before me personally appeared each such person, known to me to be the designated officers of such corporation, which corporation executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be the General Partner of each of the limited partnerships that executed the within instrument, and acknowledged to me that such corporation executed the within instrument as such General Partner and that each such limited partnership executed the same.

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officers of such corporation which executed the foregoing instrument as General Partner for and in the name and behalf of each such limited partnership and authorized by the board of directors of such corporation to act on behalf of said corporation as General Partner of each such limited partnership.

(Idaho) Before me personally appeared each such person known to me to be the designated officers of such corporation, which corporation executed the instrument as General Partner for and in the name and behalf of each such limited partnership, and acknowledged to me that such corporation executed the instrument as such General Partner and that each such limited partnership executed the instrument.

(Kansas) The foregoing instrument was acknowledged before me on this date by each such person as the designated officers of such corporation which executed the foregoing instrument as General Partner for and in the name and behalf of each such limited partnership.

(Kentucky) The foregoing instrument of writing was produced to me in my county by the parties and acknowledged and delivered before me by each of the above named persons as the designated officers of such corporation, such corporation being the General Partner of each of the limited partnerships which are a party thereto, to be the act and deed of said corportion acting for and in the name and behalf of each such limited partnership by them as such officers of such corporation, thereto duly authorized, and the seal of said corporation as affixed to said instrument was attested and proven before me.

(Louisiana) Before me appeared each such person, to me personally known, who being by me duly sworn did say that they are the designated officers of such corporation, and that the seal affixed to the foregoing instrument opposite the name of such corporation is the corporate seal of such corporation and that such instrument was signed and sealed by such corporation as General Partner for and in the name and behalf of each such limited partnership and by authority of its board of directors, and such officers acknowledged such instrument to be the free act and deed of such corporation as such General Partner and the free act and deed of each such limited partnership.

(Michigan) Before me appeared each such person, to me personally known, who, being by me duly sworn, did say that they are the designated officers of such corporation, and that the seal affixed to the foregoing instrument is the corporate seal of such corporation and that the instrument was signed and sealed by such corporation as General Partner for and in the name and behalf of each such limited partnership and by authority of its board of directors, and did acknowledge the instrument to be the free act and deed of such corporation as such General Partner and the free act and deed of each such limited partnership.

(Missouri) Before me appeared each such person, to me personally known, who, being by me duly sworn, did say that they are the designated officers of such corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed by such corporation as General Partner for and in the name and behalf of each such limited partnership and by authority of its board of directors, and did acknowledge the instrument to be the free act and deed of such corporation as such General Partner and the free act and deed of each limited partnership.

(Montana) Before me personally appeared each such person, known to me to be the designated officers of such corporation, which corporation executed the within instrument as General Partner for and in the name and behalf of each such limited partnership, and acknowledged to me that such corporation executed the within instrument as such General Partner and that each such limited partnership executed the same.

(Nebraska) Before me personally came each such person as the designated officers of such corporation, known to me to be the officers and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be the voluntary act and deed of said corporation as General Partner of each such limited partnership by them as such officers and the voluntary act and deed of each such limited partnership, and that the corporate seal of such corporation was thereto affixed by the authority of such corporation acting as General Partner on behalf of each such limited partnership.

(Nevada) Before me personally appeared on this date each such person as the designated officers of such corporation, which corporation executed the within instrument as General Partner for and in the name and behalf of each such limited partnership, and acknowledged to me that such corporation executed the within instrument as General Partner and that each such limited partnership executed the same.

(New Mexico) The foregoing instrument was acknowledged before me this date by each such person, the designated officers of such corporation, which corporation executed the foregoing instrument as General Partner for and in the name and behalf of each such limited partnership.

(North Dakota) The foregoing instrument was acknowledged before me by each such person as the designated officers of such corporation, which corporation executed the foregoing instrument as General Partner for and in the name and behalf of each such limited partnership.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as the designated officers of such corporation acting as General Partner for and in the name and behalf of each such limited partnership, and acknowledged to me that they executed the same as the free and voluntary act and deed of said corporation as General Partner of each such limited partnership, and as the free and voluntary act and deed of each such limited partnership, for the uses and purposes therein set forth.

(South Dakota) Before me personally appeared each such person, who acknowledged themselves to be the designated officers of such corporation acting as General Partner for and in the name and behalf of each such limited partnership, and acknowledged that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation as General Partner for and in the name and behalf of each such limited partnership by them as officers of such corporation.

(Tennessee) Before me personally appeared each such person, with whom I am personally acquainted and who, upon oath, acknowledged themselves to be the designated officers of such corporation acting as General Partner for and in the name and behalf of each such limited partnership, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation as General Partner for and in the name and behalf of each such limited partnership by them as such officers of such corporation.

(Texas) Before me this day personally appeared each such person, personally known to me to be the persons whose names are subscribed to the foregoing instrument as the designated officers of such corporation acting as General Partner for and in the name and behalf of each such limited partnership, and personally known to me to be such officers of such corporation, said corporation being known to me to be the General Partner of each such limited partnership, and acknowledged to me that such corporation executed such instrument as such General Partner, for the purposes and consideration therein expressed, for and on behalf of and as the act and deed of each such limited partnership.

(Utah) Personally appeared before me each such person, who, being by me duly sworn, did say that they are the designated officers of such corporation, that said instrument was signed by said corporation as General Partner for and in the name and behalf of each such limited partnership and by authority of a resolution of its board of directors, and did acknowledge to me that such corporation executed said instrument as such General Partner and that each such limited partnership executed the same.

(Wyoming) The person designated as the executive officer of such corporation and personally known to me, being first duly sworn upon oath represented that he was the executive officer of such corporation authorized to execute the above instrument on behalf of such corporation as General Partner of each limited partnership, that the seal affixed to the instrument is the corporate seal of such corporation, that the above instrument was signed and sealed by such corporation as General Partner for and in the name and behalf of each limited partnership and by the authority of its board of directors, and that the officer who executed such instrument on behalf of such corporation as General Partner of each such limited partnership acknowledged said instrument to be the free act and deed of said corporation as such General Partner and the free act and deed of each such limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the City of Houston, Harris County, Texas, on the day and year first above written.

Notary Public in and for
Harris County, Texas

My Commission expires 10-31-84

EXHIBIT A

Introduction to Exhibit A

Each lease described in this Exhibit A is described by reference to the lessor in such lease, the lessee in such lease, and the date of such lease, which information is set forth opposite the lines entitled "Lessor", "Lessee" and "Date", respectively. Each lease from a governmental body is further described by reference to serial number of such lease in the line entitled "Lessor". Each lease from a lessor which is not a governmental body is further described by reference to the recordation of such lease in a particular volume and page of the records of the county or parish in which such lease is located, such recordation information appearing in the line entitled "Recording Vol. Page"; some leases from governmental bodies may be similarly further described by such a reference to the recordation of the lease in the county or parish records. Each lease is further described by the inclusion of a brief description of the land as set forth in such lease, which land description is set forth in the lines entitled "Covering" and "Desc.". The descriptions of leases in this Exhibit A are arranged in alphabetical order of the states in which the leases are located, and the descriptions of the leases in a particular state are arranged in alphabetical order of the counties or parishes in which the leases are located.

The line entitled "Working Interest" in the description of each lease in this Exhibit A has been included for convenience only and shall not enlarge or diminish the properties and interests described herein and conveyed hereby.

References in this Exhibit A to leases (whether accurately described herein or not) shall be deemed to include all instruments of ratification, amendment or reformation relative thereto, whether or not expressly mentioned herein.

References in this Exhibit A to recording data of leases include or are intended to include references to the Volume or Book and the Page, or the File or Entry Number, of the appropriate records of the particular county or parish where each such lease or other instrument is recorded. Special reference is here made to each such lease and the record thereof for a more particular description of the properties and interests included in this Exhibit A.

EXHIBIT A

DOW LEASE
NO. STATE OF WYOMING

0136 LESSOR US DEPT OF INT W-27878
LESSEE CHORNEY DOROTHY
DATE 04/01/71 COUNTY SUBLETTE
RECORDING VOL PAGE
COVERING 240.00 ACRES MORE OR LESS
DESC T27N R112W. SEC 1: SE/4; SEC 12: N/2 NE/4
WORKING INTEREST 20.00000

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5185

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

RECEIVED
Natrona County Clerk
Casper, Wyoming

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 - 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 26 North, Range 108 West, 6th P.M.

Section 2: S/2
Section 3: All
Section 11: All
Section 12: All
SWEETWATER COUNTY, WYOMING
Township 27 North, Range 108 West, 6th P.M.

Section 35: SW/4

Sublette County, Wyoming
THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RECOURSE.

RECORDED AUG 30 19[illegible] AT 9:4[illegible]
IN BOOK 733 PAGE 1284-6 [illegible] WYO
NO. 882567 [illegible]

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	5
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	5% of 5% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 4th day of August, 19 82.
ESTATE OF WILLIAM G. HELIS, a Partnership

By: _____
(Assignor's Signature)
William G. Helis, Jr. Managing Partner

912 Whitney Building
(Assignor's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 OLD ROAD UNIT/LAND/SGH:rs (Title) (Date) D-5711

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. 2/85

709

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800, a Partnership .
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
MARVIN DAVIS, Managing Partner

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

Denver, Colo. 80202
(City) (State) (Zip Code)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this day of August, 1982, before me personally appeared A. [illegible] ARMI[illegible]R and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr. Managing Partner of the Estate of William G. Helis, A Partnership who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

Notary Public in and for Parish of Orleans, State of Louisiana

My commission is for life.

[illegible] connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE -- The information is to be used to process assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposition and use of public lands and resources.
(3) Transfer to appropriate Federal agencies where concurrence is required prior to granting a right to public lands or resources.

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.

183282

Filed for record this 1st day of Dec. A.D. 1982 at 4 o'clock P.M.
and recorded in Book 408 of Deeds, Page [illegible]
COUNTY CLERK
[illegible] COUNTY CLERK
By Dorothy Wilkie Deputy

STATE OF [illegible] } ss
County of Sweetwater }
FILED FOR RECORD ON
DEC 3 - 1982
2 o'clock 4 M., and
recorded in Book 733 of Deeds, Page 282-6
B. Wilson, County Clerk and Recorder
By Dorothy Wilkie Deputy

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-5185

Lease effective date
May 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RECEIVED
Acting
Bureau of Land Management
Rock Springs, Wyo.

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 - 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 40 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	Assignment approved as to lands described below
Township 26 North, Range 108 West, 6th P.M. Section 2: S/2 Section 3: All Section 11: All Section 12: All Sweetwater County, Wyoming Township 27 North, Range 108 West, 6th P.M. Section 35: SW/4 Sublette County, Wyoming	AUG 30 1982 at 9A 733 page 1323-5 Sweetwater County, Wyo By [illegible] Clerk & Ex-Officio Clerk

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OR RECOURSE.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	40
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	6.48125

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 4th day of August, 19 82

ESTATE OF WILLIAM G. HELIS, a Partnership

By [signature]
(Assignor's Signature)

912 Whitney Building
(Assignor's Address)

William G. Helis, Jr., Managing Partner

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title)

#1 OLD ROAD UNIT/LAND/SGH:rs

(Date) D-5711

410

411

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 W-56800.
4. 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.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. If not, 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 by the lease, and to furnish and maintain any bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and 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

DAVIS OIL COMPANY, a partnership

Marvin Davis, Managing Partner
(Assignee's Signature) (Assignee's Address)

(City) (State) (Zip Code)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 6 day of August, 1982, appeared A. E. ARMBRUSTER and DAVID A. KERSTEIN, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that they executed the above and foregoing instrument as their free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

Notary Public in and for the Parish of Jefferson, State of Louisiana

My commission is for life.

193233

The Secretary of the Interior and the regulations thereunder provide that you be furnished the following information in connection with information required by this assignment request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process assignment and request for approval.

ROUTINE USES:
(1) The application of the assignee's rights to the resources
(2) Documentation for public information in support of land status records for the management, disposal, use of public lands and resources.
(3) Transmittal to appropriate Federal agencies when reference required prior to granting a right in lands resources.
(4)(5) Information from the record and or the record 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 information not provided, the assignment may be rejected

Filed for record at 410 P.M. Oct 27 1982
and recorded in Book 66 of Sublease Records, Page 233
Esther C. Wood, COUNTY CLERK
By Dorothy McClure, DEPUTY

STATE OF WYOMING } SS
County of Sweetwater
FILED FOR RECORD ON

AUG 30 1982

9 o'clock A M., and
recorded in Book 233 of Misc. Page 323-5
Recorded B. VESCO, County Clerk and Recorder
By Violet Wilkes Deputy

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 37667

Lease effective date
January 1, 1971

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

(our W-80,656)

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address *(include zip code)*
3555 N W 58th Street
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T 28 N _ R 110 W, 6th P.M.
Section 32: NW¼SW¼, E½SW¼

containing 120.00 Acres, m/l

Sublette county, Wyoming

11283

RECORDED October 22 1982 4:30 A M
IN BOOK 66 Oil & Gas PAGE 412
FEES $ 8.00 Lagel Lyons COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 8/8ths of 50%
4. Specify interest or percent of record title interest being retained by assignor, if any	none
5. Specify overriding royalty being reserved by assignor	0.2% of 8/8ths of 50%
6. Specify overriding royalty previously reserved or conveyed, if any	2.5% of 8/8ths of 100%

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 20th day of August, 19 80.

(Assignor's Signature)
Celeste C. Grynberg

1050 17th Street, Suite 1950
(Assignor's Address)

Denver, Colorado 80265
(City) (State) (Zip Code)

Jack J. Grynberg (spouse)

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1980 By Glenna W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 12 1982
(Date)

005409

412

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

FOR ASSIGNEE

4/13

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 by 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 22nd day of August, 19 80

(Assignee's Signature)

35 N.W. 58th Street
(Assignee's Address)

Woods Petroleum Corporation

Okl[illegible]oma City Okla. 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.

INSTRUCTIONS

1. *Use of Form* -- Use only for assignments 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* -- 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 of filing, a statement giving the names of any other interested parties and their qualifications. Within fifteen (15) days after the filing of the assignment, the interested parties who will have an opportunity to hold the assignee and all such other signed statement, together with evidence of interest of each, separate, it oral; and a copy of the agreement between them, if written.

5. *Effect of Assignment* -- Approval of assignment of a definitely described portion of the leased lands creates separate leases in 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 [illegible] out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 [illegible]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 assignments and request for approval.

ROUTINE USES
- adjudication of the assignee's rights to [illegible]l or resources.
- Documentation for public information in support of decisions made on land status records for the [illegible]nt, disposal, and use of public lands and resources.
- Transfer to appropriate Federal agencies when [illegible]ur-rence is required prior to granting a right or use of public lands or resources.
- Information from the record and/or the record may be transferred to appropriate Federal, State, or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If [illegible]e information is not provided, the assignment may be rej[illegible]

In the event the Assignee should so desire to relinquish all or any part of the interest hereby assigned, it agrees to give written notice thereof to Assignor at least sixty (60) days in advance of the next anniversary date. Assignor will have thirty (30) days to elect whether or not he will require a reassignment of such interest. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof.

Jack J. Grynberg

Celeste C. Grynberg
Spouse

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 21st day of October, 1980, before me a Notary Public in and for said County and State, personally appeared Jack J. Grynberg and Celeste C. Grynberg to me known to be the identical person(s) described in and who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 7-11-84

Notary Public
Anne T. Sumption

ANNE T. SUMPTION NOTARY PUBLIC STATE OF COLORADO

415

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 37293

Lease effective date
December 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (include zip code)
3555 NW 58th Street
Oklahoma City, Okla. 73112

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Sublette County, Wyoming
T28N - R110W, 6th P.M.
Section 35: N½NW¼

Containing 80.00 acres, more or less

193274

RECORDED October 25
IN BOOK 66 Misc
FEES $6.00 Jean J. York
SUBLETTE COUNTY, PINEDALE

2 45 PM
E 415
COUNTY CLERK
WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee		100%of 100%
4. Specify interest or percent of record title interest being retained by assignor	any	none
5. Specify overriding royalty reserved by assignor		1.25% of 8/8ths of 100%
6. Specify overriding royalty previously reserved or conveyed, if any		5.0% of 8/8ths of 100%

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 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 July, 1980.

Jack J. Grynberg
1050 17th St., Suite 1950
Denver, Colorado 80265
(Assignor's Signature)

Celeste Grynberg (50%)
1050 17th St., Suite 1950
Denver, Colorado 80265
(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.

Assignment approved, effective OCT 1 1980

THE UNITED STATES OF AMERICA

By [signature]
(Authorized Officer)

Chief, Oil & Gas

OCT 15 1982
(Date)

[redacted] 428-01 [redacted]

714

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 & 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 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 23rd day of July, 1980.

3555 N.W. 58th Street

(Assignee's Signature) (Address)

Woods Petroleum Corporation

Oklahoma City, Okla. 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.

1.

STATE OF Colorado)
) ss.
COUNTY OF Denver)

2. On this 23rd day of July, 1980 before me, a Notary Public in and for said County and State, personally appeared Jack N. Grynberg and Celeste C. Grynberg, to me known to be the identical person(s) described in and who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 1-26-83

Notary Public

Darilyn A. Brown

4

Jack N. Grynberg

Celeste C. Grynberg

Assignee

In the event Assignee should desire to relinquish all or any part of the interest hereby assigned, it agrees to give written notice thereof to Assignor at least sixty (60) days in advance of the next anniversary date. Assignor will have thirty (30) days in which to elect whether or not he will require a reassignment of such interest. Any such reassignment shall be free and clear of all burdens, encumbrances or outstanding interest other than those existing on the date hereof.

00 5A700

SOC

U.S. Government Printing Office

417

Form 4106-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 52119

Lease effective date
December 1, 1972

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 St.
Oklahoma City, OK 73112

The undersigned, as owner of 1[illegible] ercent of the record title of the above-de[illegible]ated oil and gas lease, hereby transfers and assigns to the assigne[illegible]vn above, the record title interest in and [illegible]uch lease as specified below.

2. Describe the lan[illegible] affected [illegible] assignment (43 CFR 3101.2-3)

19? 75

Sublette Coun[illegible]y, Wyomin[illegible]

T 28 N - R 11[illegible] W, 6th P[illegible]M.
Section 31: N½NE¼

Containing 80.00 acres [illegible]ore or less

RECORDED [illegible] 25 1982 4:45 P M
IN BOOK 66 [illegible] PAGE 417
FEES $6.00 [illegible]
SUBLETTE C[illegible] 2 York COUNTY CLERK
[illegible]Y, PINEDALE, WYOMING
by Dorothy M. Stone

3. Specify interest or percent [illegible]nor's record title interest being conve[illegible] assignee	100% of 100%
4. Specify interest or percent of [illegible]rd title interest being retained by assigno[illegible], if any	none
5. Specify overridin[illegible] royalty be[illegible]served by assignor	1.25% of 8/8ths of 100%
6. Specify overrid[illegible] yalty pre[illegible]sly reserved or conveyed, if any	5.00% of 8/8ths of 100%

7. If any payments [illegible] of producti[illegible] have previously been created out of this [illegible]se, or if an[illegible]such payments are being reserved under thi[illegible] assignment[illegible]ttach statement giving full details as to [illegible]mount, meth[illegible] of payment, and other pertinent terms as provided und[illegible] 43 CFR 3106.

It is agreed that the obligation to p[illegible] any overriding royalties or payments out of production of oil created herein, which, when added to overriding ro[illegible]lties or payments out of production previously created and to the royalty payable to the United States, aggregate in [illegible]cess of 17½ percent, shall be suspended w[illegible]en the average production of oil per well per day averaged on the month[illegible] basis is 15 barrels or less.

I CERTIFY That the statements a[illegible]e herein are true, complete, and correct t[illegible]e best of [illegible]y knowledge and belief and are made in good faith.

Executed this 23rd day of July, 1980.

(A[illegible]signor's Si[illegible])
Jack J. Grynberg
1050 17th St., Suite
Denver, Colorado 802[illegible]

(Assignor's Address)
Celeste C. Grynberg (50%)
1050 17th St., Suit[illegible] 1950
Denver, C[illegible]rado 8[illegible]5
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, m[illegible]
United States any false, fictitio[illegible]

[illegible]ime for any person knowingly and willfully [illegible]ake to a[illegible] [illegible]partment or agency of the [illegible]lent statements or representations as to a[illegible] [illegible]tter with[illegible] jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved [illegible]ive —

OCT 1 1980

By [illegible] (Authorized Officer)

Chief, Oil &
Gas Ser[illegible]

OCT 15 1982

[illegible]

[illegible]

29-01 [illegible]

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 23rd day of July , 1980 .

3555 N.W. 58th Street

(Assignee's Signature)

Woods Petroleum | Oklahoma City, Okla. 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.

In the event Assignee should desire to relinquish all or any part of the interest hereby assigned, it agrees to give written notice thereof to Assignor at least sixty (60) days in advance of the next anniversary date. Assignor will have thirty (30) days in which to elect whether or not he will require reassignment of such interest. Any such reassignment shall be free and clear of all burdens, encumbrances or outstanding interest other than those existing on the date hereof.

Celeste C. Grynberg

Jack J. Grynberg

Assignee

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STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 23rd day of July, 1980, before me, a Notary Public in and for said County and State, personally appeared Jack J. Grynberg and Celeste C. Grynberg, to me known to be the identical person(s) described in and who executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 4-26-83

Notary Public

Darilyn A. Brown

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.

4/18

U.S. Government Printing Office 1980-677-655:407

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
RESOURCE EVALUATION
MAR 12 7 43 AM '79
GEOLOGICAL SURVEY
CASPER, WYOMING

CHEYENNE, 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: Phyllis Hanson
Street: 2840 South Eaton Way
City: Denver
State: Colorado
Zip Code: 80227

W 67178
(Serial Number)

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

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

T 27 N, R 112 W, 6th Prin Mer
Sec 1: Lots 1, 2, 3, 4, S½N½

F-09
4605
Denver

100230

RECORDED October 26 1982 8:00 AM
IN BOOK 66 Misc PAGE 419
FEES $18.00 Lavon J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stivers

Lands in offer were not within a known geologic structure on

MAR 13 1979

Acting Area Geologist
For the Director
U. S. Geological Survey

Containing a total of	320.40	acres	Annual Rental . . . . . $ 321.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1979

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAR 16 1979
(Date)

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 28 1988
BUREAU OF LAND MANAGEMENT

Original

469

LEASE TERMS

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 deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

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

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

(i) For each lease year a rental of $1.00 per [illegible] or fraction of an acre.

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

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

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

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

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

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

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

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

(1) *Equal Opportunity clause.* — During the performance of this lease, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air [illegible] damaging [illegible]

total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits and holes and other excavations, remove or cover all debris, and [illegible] reasonably possible, restore the surface of the leased lands or access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 [illegible] Title 18 U.S.

Form 3112-1
(April 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

POSTAGE AND FEES PAID
U.S. DEPARTMENT OF THE INTERIOR
INT 415

U.S.MAIL

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

67178

Print or type

HANSON	PHYLLIS		469 20-0453
Last name	First name	Middle initial	
Last name	First name	Middle initial	Social Security or Taxpayer Number
2840 SOUTH EATON WAY			
Street Address			
DENVER	COLORADO	80227	Parcel number applied for W15591
City	State	Zip code	

The return of this card indicates that you were *not* successful in the drawing and your entry was rejected. LSR 2001 51 00662 PT 5991

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 28 1982
BUREAU OF LAND MANAGEMENT

124

NONCOMPETITIVE OFFER TO LEASE FOR OIL & GAS

Undersigned offers to lease for oil and gas all or any portion of the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a municipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 43 CFR 3101.1–5; (3) applicant has not filed any other entry card for the parcel involved; and (4) 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 below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110–2 or 3110–3, and the appropriate stipulations as provided in 43 CFR 3109.4–2 and the posted notice.

INSTRUCTIONS

This card must be fully completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved [redacted].

If you are successful in the drawing, you will be required to pay the first year's rental of $1.00 per acre or fraction thereof prior to issuance of lease. No copies or facsimiles of this form will be accepted.

Other parties in interest — All interested parties named below must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Signature of Applicant	Date
[redacted]	
Signature of Applicant	Date

Other parties in interest

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

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

☆ GPO 777-193

4-32

CERTIFIED

to be a true and correct representative copy of the official records on file

Oct 2 1984

BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

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

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

Management Agency *(name)*

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

Address *(include zip code)*

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109–5 (August 1973)

GPO 849-258

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 29 1980
BUREAU OF LAND MANAGEMENT

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Area Oil and Gas Supervisor of the Geological Survey. 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 Area 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 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 Area 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 will be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on leases within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the Area Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the flow or 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.

WY 3100-9 (Jan 1979)

CERTIFIED

to be a true and comparative copy of the official records on file

SEP 28 1982

BUREAU OF LAND MANAGEMENT

U-67178

No occupancy or other surface disturbance will be allowed on slopes in excess of 20 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, Bureau of Land Management (BLM).

In order to minimize watershed damage, during muddy and/or wet periods the District Manager, BLM, through the District Engineer, Geological Survey, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

In order to minimize watershed damage, exploration, drilling, and other development activity will be allowed only during the period from May 15 to March 1. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

CERTIFIED

to be a true and comparative copy of the official records on file

SEP 28 1982

BUREAU OF LAND MANAGEMENT

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.

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 28 1982
BUREAU OF LAND MANAGEMENT

Form 3106-5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1979 APR -6 AM 10:00

CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42-R1599

Serial No. W 67178

New Serial No.

153261

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Myrle F. Hoffman
650 Petroleum Bldg.
Denver, Co. 80202

RECORDED October 26 1982 8:00 AM
IN BOOK 66 Oil & Gas PAGE 427
FEES $ 6.00 Lewis Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

T. 27 N., R. 112 W, 6th Prin. Mer.

Sec. 1: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$

Containing 320.40 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)* None.

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

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

Executed this 2nd day of April 19 79.

Phyllis Hanson
(Assignor's Signature)

2840 South Eaton Way
(Assignor's Address)

Phyllis Hanson

Denver, Colorado 80227
(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

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 28 1988
BUREAU OF LAND MANAGEMENT

Assignment approved effective MAY 1 1979

By Edna M. Lane
(Authorized Officer)

Chief, Oil &
Gas Section APR 17 1979
(Title) (Date)

Original

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

427

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1979 APR -6 AM 10 00

CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 2nd day of April, 19 79.

Phyllis Hanson
(Assignee's Signature)

CERTIFIED
to be a true and comparative copy of the official records on file
SEP 29 1982
BUREAU OF LAND MANAGEMENT

650 Petroleum Building
Denver, Colorado 80202
(Address, include zip code)

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

GENERAL INSTRUCTIONS

STATE OF: COLORADO)
) ss.
COUNTY OF: DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of April, 19 79, personally appeared Phyllis Hanson to 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 Sept. 2, 1980

Notary Public

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) per- 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

Form 3106–5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-67178

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

193252

Dome Petroleum Corp.
1600 Broadway
Denver, Colorado. 80202

RECORDED October 26 1982 8:20 AM
IN BOOK 66 O & G PAGE 429 & 4
FEES $ 6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

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

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

Township 27 North, Range 112 West, 6th P.M.
Section 1: Lots 1,2,3,4, S½N½

Containing 320.40 acres, more or less
Sublette County, Wyoming

This assignment is subject to reassignment rider attached.

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Five Percent of Eight-eighths (5% of 8/8ths)

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

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

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

Executed this 26th day of April, 1979

Myrle F. Hoffman
(Assignor's Signature)

650 Petroleum Building
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 28 1982
BUREAU OF LAND MANAGEMENT

Assignment approved as to the land described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1979

By Glenna M. Baker
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

JUN 6 1979
(Date)

429

430

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
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, compl and correct to the best of undersigned's knowledge and belief and are made in good faith.

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 28 1982
BUREAU OF LAND MANAGEMENT

Executed this 24th day of May , 1979

DOME PETROLEUM RP.

Dome Petroleum Corp., corporate qualifications on file M-065500.
Power - of - Attorney to undersigned on file: W-56943 .

I E. C. Gent do hereby state and affirm that said Power-of-Attorney to act on behalf of Dome Petroleum Corp. to me is in full force and effect as of the date of the execution of this instrument I further state that there is no agreement or understanding, either orally or written, between Dome and me, whereby I have received, or shall ever receive, any interest in the lease or assignment, when issued, including royalty interest or interest in any operating agreement or any interest of any kind in the lease or assignment for which the within offer is made.

E. C. Gent (A
1400 Colorado St
1600 Broadway
Denver, CO 80202

ee's Signature) Attorney-In-Fact
Bank Building

(Add 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.

Individually and as Attorney-in-Fact

Oklahoma, Kansas, New M o, Wyoming, Montana, Colorado
Utah, Nebraska, N Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF COLORADO
ITY &COUNTY OF DENVER } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and te, on this 26th day of April 19 79 personally appeared Myrle F. ffman

and

, to me known to be the identical person , ibed 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.

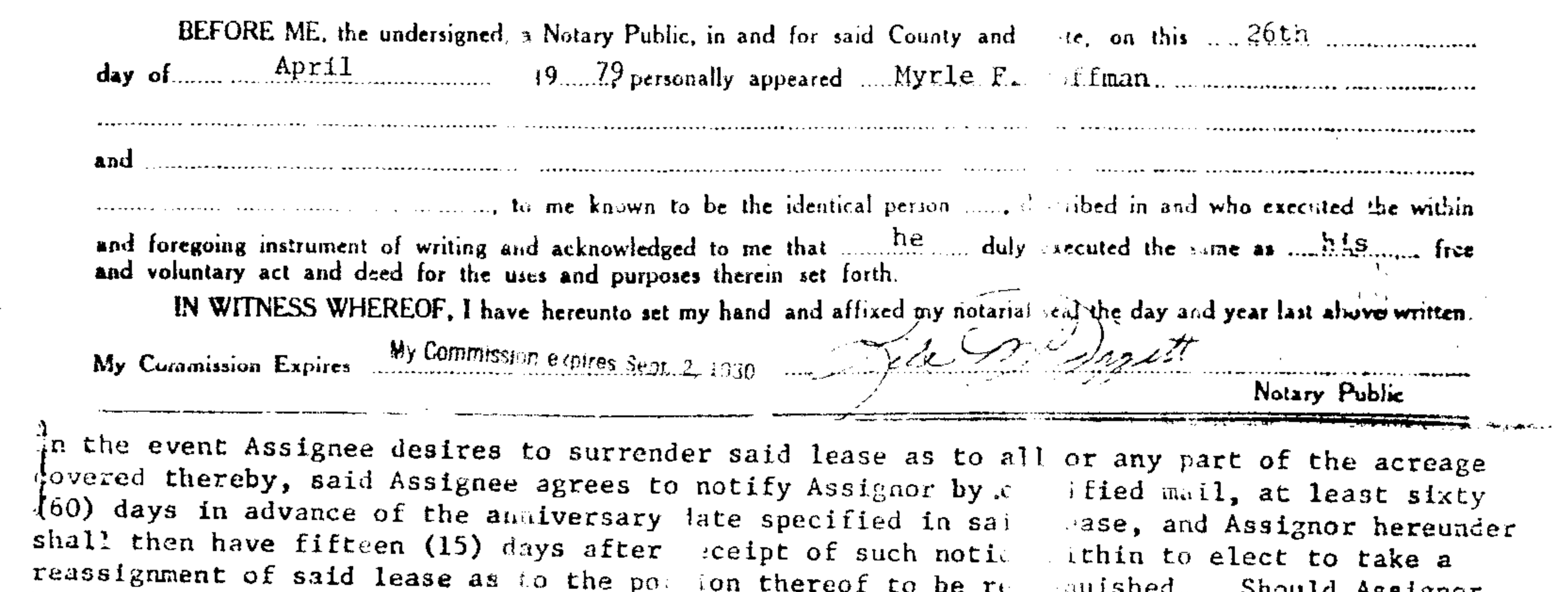
My Commission Expires My Commission expires Sept. 2, 1930

Notary Public

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 c ified mail, at least sixty (60) days in advance of the anniversary date specified in sai ease, and Assignor hereunder shall then have fifteen (15) days after eceipt of such notic ithin to elect to take a reassignment of said lease as to the po ion thereof to be re quished. Should Assignor hereunder elect to receive such a reas ment, same will be ivered by Assignee prior to the anniversary date of the lease. A reassignment under t terms of this paragraph shall be free and clear of all burdens, encu ances, or outstandin interests other than those existing on the date hereof. However ssignee, in the even of error or omission, shall not be liable in excess of the consid ion paid herein.

My Commission Expires:

Notary Public
Residing at



[redacted] 070249-000[redacted]
D-5697

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-5106

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

RECORDED Dec 7th 1982 8:00 AM
IN BOOK 66 Orig PAGE 431
FEES 6.00 Sam Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stern

PART I

1. Assignee's Name: DAVIS OIL COMPANY

Address *(include zip code)*: 410 17th Street, Suite 1400
Denver, Colorado 80202

Tr I: 7.8125% Tr II: 6.25

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T 27 N., R 110 W., 6th P.M.

TR I Section 13: S½

TR II Section 14: NW¼
Section 26: SE¼SE¼

Containing 520.00 acres, m/l
in Sublette County, WY

A-130081

Dec 13 1982 3:00 PM
66 Orig PAGE 150
Sam Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stern

3. Specify interest or percent of operating rights being conveyed to assignee	TR I TR II	50% of 7.8125% 50% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	TR I TR II	3.90625% 3.125%
5. Specify overriding royalty interest being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any	TR I TR II	6.3% 5.3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

Executed this 12th day of August, 19 82.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth
Attorney-in-Fact

P. O. Box 1407
(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 _____ By _____
(Authorized Officer)

#1 Goddard Unit Hard Copy
(Title) (Date) D-5697

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*

4/32

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT/SUBLEASE

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 246,080 acreable 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 identity 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 transfer of operating rights 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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 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 operating rights (*including working interests*) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File one(1) completed and manually signed copy in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The 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 3) if an operator's bond is required, 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 or transferee *must* at the time assignment is filed, a signed statement naming the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2(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. et seq

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 12th day of August, 1982, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney in fact of ENERGY RESERVES GROUP, INC and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal, this 12th day of August, 1982.

My commission expires:
March 20, 1986

Lee A. Roller, Notary Public
P. O. Box 1407 Denver, CO 80201

070250-0[redacted]
D-5632[redacted]

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-0318323

Lease effective date
August 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address (*include zip code*)

410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 7.8125% of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

T. 27 N., R 110 W., 6th P.M.
Section 13: N½

Containing 320 acres, m/1
in Sublette County, WY

RECORDED Oct 26 1982 8:00 AM
IN BOOK 66 Ox D PAGE 433
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stine

RECORDED September 13 1982 3:00 PM
IN BOOK 66 Ox D PAGE 148
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stine

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 7.8125%
4. Specify interest or percent of operating rights being retained by assignor	3.90625
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 12th day of August, 1982.

Evidence of Attorney-in-Fact is filed in W-56800 and such authority is still in effect.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)

Bernard A. Wirth
Attorney-in-Fact

P. O. Box 1407
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Goldenrod Unit Handling D-5632

_____ (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*

4/24
PART II

ASSIGNMENT OR APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 interest 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

(Zip Code)

Title 18 U.S.C., Section 10[illegible], makes it a crime for any person knowingly and willfully to make 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 this form for assignments (*including working interests*) in oil and gas leases. If transfer of operating rights is accomplished by an operating agreement, a single instrument *must* be submitted with the assignment. If more than one transfer of operating rights is contained in a single instrument of transfer, 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 this assignment. File assignment within ninety (90) days *after* date of final execution

3. *Effective Date of Assignment* — The 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 3). If an operator's bond is required, 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 or transferee *must* at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the 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.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR [illegible] provide that you be furnished the following information in connection with information required by this assignment or request for approval.

AUTHORITY: [illegible]

STATE OF COLORADO)
ss:
COUNTY OF DENVER)

On this 12th day of August, 1982, before me personally appeared Bernard A. Wirth to me personally known, who, being by me duly sworn, did say that he is Attorney-in-Fact of ENERGY RESERVES GROUP, INC. that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

In witness whereof, I have hereunto set my hand and seal, this 12th day of August, 1982.

My commission expires:
March 2[illegible]

Lee J. Roller, Notary Public
P. O. Box 140[illegible], Denver, CO 80201

No. A-3-OR

[redacted]

[redacted]

[redacted]

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
LAND OFFICE
SERIAL NO. W- 67197

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, John J. Christmann by virtue of an agreement or assignment dated the 7th day of April, 19 80, between A.W. Rutter, Jr. and John J. Christmann and recorded in the Office of the County Clerk of the County of Sublette, State of Wyoming is the owner of an overriding royalty of 87.5 per cent (87.5 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

In Twp 30 N, R 115 W
Sec 23, NW/4: Sec 24 NW/4; Sec 25, lots 1,3 &4; W/2 of E/2 and SW/4.
Containing 749.97 ac more or less.

193:10

RECORDED October 28th 19 82 11:30 AM
IN BOOK 66 O & G PAGE 435
FEES $6.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Thune

22:11 AM 6-JAN 1981

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Bureau of Land Management Land Office Serial No. W-67197

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100---------- ($ 10.00) and other good and valuable considerations in hand paid by Jim A. Wilkinson & Ted C. Reisig of Casper, Wyoming, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by John J. Christmann, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee One Percent (1%) of the aforementioned overriding royalty, and being One Percent per cent (1.0 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, their heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons claiming by, through or under This document .

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 22nd day of January 19 81

WITNESS: Donna M. Tapp

John J. Christmann

John J. Christmann

435

436

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Lubbock } ss.

The foregoing instrument was acknowledged before me this 23rd day of January 19 81, by John J. Christmann

WITNESS my hand and official seal.

My commission expires:
7-30-81

Linda L. Frasier
Notary Public

STATE OF UTAH,
COUNTY OF ..... } ss.

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.

Given under my hand and seal this ..... day of ..... , 19 .....

My commission expires:

..... Notary Public.

Residing at .....

STATE OF MONTANA,
COUNTY OF ..... } ss.

On this ..... day of ..... in the year 19 ....., before me, ... , Notary Public, personally appeared .....

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

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the ..... day of ..... , 19 .....

Notary Public for State of Montana

Residing at .....

STATE OF WYOMING,
COUNTY OF ..... } ss.

On this ..... 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 ..... he ..... executed the same as ..... free act and deed, including the release and waiver of the right of homestead, the said wife having been apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this ..... day of ..... , 19 .....

My commission expires:

..... Notary Public

No. A-3-0

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
LAND OFFICE
SERIAL NO. W-69888

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, John J. Christmann **by virtue of an agreement or assignment dated the** 10th **day of** January, 1980, **between** Mathew N. Sunich **and** John J. Christmann **and recorded in the Office of the County Clerk of the County of** Sublette, **State of** Wyoming **is the owner of an overriding royalty of** Eighty two +.5 **per cent (** 82.5 %) **of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of** Sublette, **State of** Wyoming, **to-wit:**

In Twp 30 N, R 115 W

Sec 15, E/2: Sec 22, E/2; Sec 23, SW/4; Sec 26, NW/4.
containing 960 ac more or less

RECEIVED
1981 AUG -6 AM 11:21

193471

RECORDED October 28th 19 82 11:32 A M
IN BOOK 66 Orig Yel PAGE 437
FEES $6.00 Ted Reisig COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Allen

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Bureau of Land Management **Land Office Serial No.** W-69888

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100---------- ($ 10.00) **and other good and valuable considerations in hand paid by** Jim A. Wilkinson and Ted C. Reisig **of** Casper, Wyoming, **hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by** John J. Christmann, **hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee** One Percent (1%) **of the aforementioned overriding royalty, and being** One Percent **per cent (** 1.0 %) **of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.**

TO HAVE AND TO HOLD unto Assignee, Their **heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.**

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he **is the lawful owner of the interest hereby transferred and assigned; that** he **has full right and authority to transfer and assign the same, that said interest is free and clear of all liens and encumbrances; and that** he **will warrant and forever defend the same against the lawful claims and demands of all persons claiming by, through or under** This document .

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 22nd **day of** January, **19** 81

WITNESS:
Jamae M. Jago

John J. Christmann

437

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Lubbock } ss.

The foregoing instrument was acknowledged before me this 23rd day of January 19 81, by John J. Christmann

WITNESS my hand and official seal.

My commission expires:
1-30-81

Linda L. Frazier
Notary Public

STATE OF UTAH,
COUNTY OF ..... } ss.

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.

Given under my hand and seal this ..... day of ....., 19.....

My commission expires:

.....
Notary Public

Residing at .....

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

On this ..... day of ....., in the year 19....., before me, ...
Notary Public, personally appeared .....

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

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the ..... day of ....., 19.....

.....
Notary Public for State of Montana

Residing at .....

STATE OF WYOMING,
COUNTY OF ..... } ss.

On this ..... day of ....., 19....., before me personally appeared .....

to me known to be the person..... 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 apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this ..... day of ....., 19.....

My commission expires:

.....
Notary Public

No. A-3-OR

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
LAND OFFICE
SERIAL NO. W-52408

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, John J. Christmann by virtue of an agreement or assignment dated the 2nd day of July, 1979, between Bonnie J. Brown and John J. Christmann and recorded in the Office of the County Clerk of the County of Sublette, State of Wyoming is the owner of an overriding royalty of Eighty one +.5 per cent (81.5 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

In Twp 30 N.; R 115 W.
Sec 25, NW/4
Containing 160 ac more or less.

RECEIVED
1981 SEP 16 PM 12:11
BUREAU OF LAND MANAGEMENT

RECORDED October 28 82 11:20 AM
439
Sublette County, Pinedale, Wyoming
by Dorothy M Stevens

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Bureau of Land Management Land Office Serial No. W-52408

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100---------- ($ 10.00) and other good and valuable considerations in hand paid by Jim A. Wilkinson and Ted C. Reisig of Casper, Wyoming, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by John J. Christmann, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee a One percent (1%) of the aforementioned overriding royalty, and being One Percent per cent (1.0 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, his heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons claiming by, through or under This document.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 22 day of January, 19 81.

WITNESS:

John J. Christmann

439

440

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Lubbock } ss

The foregoing instrument was acknowledged before me this 23rd day of January 19 81, by John J. Christmann

WITNESS my hand and official seal.

My commission expires: 2-30-81

Linda L. Frasier
Notary Public

STATE OF UTAH,
COUNTY OF ..... } ss.

On the ..... da, of ....., A. ....., p. onally appeared before me

the signer... of the above instrume... so duly acknowledged to me that ... he ....exe... the same.

Given under my hand and seal t... day of ....., 19...

My commission expires:

Notary Public

Residing at

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

On this ..... day of ....., in ...e year 19..., before me,

....., Notary Public, personally

appeared .....

known to me to be the person... w... name ..... subscribed to the ... instrume... and acknowledged to me that .....he..... execu...d the sa...

Witness my hand a... Notaria... the date last aforesaid.

My commission expires ... the... day of ....., 19.....

Notary Public for St... of Montana

Residing at

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

On this ..... of ....., 1... ..., before me personally appeared .....

to me known to be the ...son..... d... ...ed in, and who executed the foregoing ...ument, a... who acknowledged to me that ....he..... execute... the same as ... free act and deed, including t... ...ase and ...iver of the right of homestead, the said wife ha... ...een by me f... apprised of her right and effect of sig... ...d ackn... ...dging the said instrument.

Given under my hand... ...l seal this ..... day of ....., 19.....

My commission expires:

Notary P... ...c

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 overrinding 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.

6. 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%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 22nd day of June, 1982.

ATTEST:

Assistant Secretary

ENERGETICS, INC.

BY: Gene W. Anderson, Vice President-Land

19[illegible]15

NORTH BIRD CANYON
W/-322

RECORDED November 4 1982 8:00 AM
IN BOOK 66 Misc PAGE 441
FEES $ 8.00 Karen J Yake COUNTY CLERK
SUBLETTE COUNTY WYOMING
by Dorothy M Thurin

441

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 22 day of June, 1982.

My Commission Expires:

[illegible]

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty from Energetics, Inc. to the Royalty Participation Plan of Energetics, Inc., dated June 22, 1982.

LEASE NO	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA-W-62791	Robert W. Myers	May 1, 1978	Township 28 North, Range 111 West Section 31: Lots 1,2,3,4,E/2W/2 W/2SE/4 Township 28 North, Range 112 West Section 25: E/2 of Lot 1, Lots 3,4,6,7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 Containing 659.12 acres, more or less, Sublette County, Wyoming.	---	---
12466 A	Daniel E. Chapel, Widower	James A. Erickson	March 7, 1981, Effective April 4, 1981	Township 28 North, Range 112 West Section 24: Lots 9,11, SE¼SW¼ Section 25: Lots 2,5, N½NW¼, SE¼NW¼ Section 26: Lots 1,7, and all that part of the Green River riparian thereto. Containing 295.27 acres, more or less, SUBLETTE COUNTY, WYOMING.	61	461

413

444

CORRECTION

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING

COUNTY OF SUBLETTE

W I T N E S S E T H :

WHEREAS, by Assignment of Overriding Royalty Interest dated April 27, 19[illegible], recorded in Book 65, Page 288 and Book [illegible], Page 603 of the Sublette County, Wyoming Records, ENERGETICS, INC., assigned an Overriding Royalty Interest in various leases to CONTINENTAL ILLINOIS ENERGY DEVELOPMENT CORPORATION; and

WHEREAS, said Assignment does not contain an effective date; and

WHEREAS, it is the intent of the parties hereto to insert the effective date;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby insert the effective date to read the 4th day of January, 198[illegible].

IN ALL OTHER respects, the Assignment of Overriding Royalty Interest shall remain in full force and effect.

THE PROVISIONS HEREOF shall be binding upon the parties hereto, their respective representatives, successors and assigns.

WITNESS THE EXECUTION HEREOF this 16TH day [illegible] 19[illegible].

ATTEST:

ENERGETICS, INC.

Assistant Secretary

BY: _____
Gene W. Anderson
Vice President - Land

WITNESS:

ATTEST:

CONTINENTAL ILLINOIS ENERGY DEVELOPMENT CORPORATION

ARAK
ITAHC

BY: _____
J. E. Oliver
Vice President

WITNESS:

[illegible] 1982 at 9:44 o'clock A.M. recorded in Book [illegible] of Records, page [illegible]

[illegible] COUNTY CLERK
[illegible], WYOMING

STATE OF COLORADO)
) SS
COUNTY OF ARAPHAOE)

The foregoing instrument was acknowledged before me this 16th day of September, 19 82, by Gene W. Anderson, as Vice President, Land, for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

June 24, 1982

Marjorie M. Phillips Notary Public
102 Inverness Terrace East
Englewood, CO 80112

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 26th day of October, 1982, by JOHN E. OLIVER, as VICE PRESIDENT for CONTINENTAL ILLINOIS ENERGY DEVELOPMENT CORPORATION

Witness my hand and official seal.

My commission expires:

Celia Milner Notary Public

CELIA MILNER
Notary Public in and for the State of Texas
My Commission Expires July 19, 1985

446

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires February 28, 1982

Lease Serial No.
W-20525

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address *(include zip code)* National Foundation West Building
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 7311.

The undersigned, as owner of 33.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

103117

Township 27 North, Range 109 West, 6th P.M.
Section 3: Lots 1, 2, 3, 4, S½N½, SW¼SE¼, N½S½, S½S
Section 4: All
Sublette County, Wyoming

Containing 1243.28 acres, more or less.

RECORDED 22 March 8 1982 1:00 PM
BOOK 6-6 M-N PAGE 446
SUBLETTE COUNTY, WYOMING
Deborah McClure

3.	Specify interest or percent of operat. rights being conveyed to assignee	23.625%
4.	Specify interest or percent of operat. rights being retained by assignor	10.125%
5.	Specify overriding royalty interest b reserved by assignor	0
6.	Specify overriding royalty previou rved or conveyed, if any	3.5%

7. If any payments out of production being reserved under this transfe method of payment, and her pert viously been created out of this inter ment, or sublease, attach statement ng full details as to amount, as provided under 43 CFR 3106.

8. If the parties to this transfer and ass nt have entered into an operating agre and/or lease, the terms and conditions of such agreement/ e (copy attached) are incorporated into e a part of this assignment. Approval of this assignment shall te approval of the agreement/sublea ar as such agreement/sublease is not inconsisten ith the ns of the above-designated lease and licable regulations.

It is agreed that the obligation to pay erriding royalties or payments out of tion of 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 15 barrels or less.

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

Executed this 31st day March, 1982.
NATOMAS NORTH AMERICA INC.

By: E. J. Gilbert VI Pres
Signature

One Park Centr Suite 2 7
1515 Arapahoe t
Denver, Colora 202
(City) (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.

UNITED STATES OF AMERICA

Assignment approved effective 1 1982

By: Gloria M. Tanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

[redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

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

On this 31st day of March, 1982, before me, V. Jean Feil, a Notary Public, personally appeared E. J. Gilbert, who acknowledged himself to be the Vice President of NATOMAS NORTH AMERICA, INC., a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

My Commission Expires: 10/4/84

V. Jean Feil
Notary Public

connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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 833-053

448

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-20525

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (include zip code) National Foundation West Building
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 7311[illegible]

The undersigned, as owner of 36.328125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

183419

Township 27 North, Range 109 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S½N½, NE¼SE¼
Sublette County, Wyoming

Containing 362.52 acres, more or less.

RECORDED Nov 8 1982 1:00 P M
BOOK 66 Misc PAGE 448
6th Prin Upbe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	25.429688%
4. Specify interest or percent of operating rights being retained by assignor	10.898437%
5. Specify overriding royalty interest being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest being reserved under this transfer, assignment, or sublease, attach statement or if any such payments are method of payment, and other pertinent details as provided under 43 CFR 3106. full details as to amount,

8. If the parties to this transfer and/or sublease have entered into an operating agreement and/or sublease, the terms and conditions of such agreement (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and applicable regulations.

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 March, 1982.
NATOMAS NORTH AMERICA, INC.

By: _____
(Signature)
E. J. Gilbert, Vice President

One Park Centra[illegible] Suite 3[illegible]
(Address)
1515 Arapahoe S[illegible]
Denver, Colorado [illegible]0202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 10[illegible] makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Assignment approved this 1st day of November, 1982.

UNITED STATES OF AMERICA

By: Gloria M. Pine
(Authorized Officer)

Chief, Oil & Gas Section

NOV [redacted]

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

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

On this 31st day of March, 1982, before me, V. Jean Feil, a Notary Public, personally appeared E. J. Gilbert, who acknowledged himself to be the Vice President of NATOMAS NORTH AMERICA, INC., a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

My Commission Expires: 10/4/84

V. Jean Feil
Notary Public

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. 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 833-059

450

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W 20525

Lease effective date
May 1, 1967

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 St., Suite 500
Oklahoma City, OK 73112

The undersigned, as owner of 40 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, **without warranty or recourse.**

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 118 West, 6th P.M. Section 3: Lots 1,2,3,4, S½N½, N½S½, S½SW¼, SW¼SE¼ Section 4: Lots 1,2,3,4, S½N½, S½ Containing 1243.28 acres, more or less, Sublette County, Wyoming	193819 SAME LAND DESCRIPTION AS ITEM 2 Nov 8 1982 1:04P 450 WYOMING Deputy Mitchell
3. Specify interest or percent of assignor's record title interest being conveyed to assignee	30%
4. Specify interest or percent of record title interest being retained by assignor	10%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3½%

7. If any payments out of production have previously been created out of this lease, if any such payments are being reserved under this assignment, 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 over 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 October, 1981.

ESTATE OF WILLIAM G. HELIS, A PARTNERSHIP

By: [signature]
(Assignor's Signature)
Morris Wright for William G. Helis, Jr., Managing Partner

Power of Attorney authorizing Morris Wright to execute as agent for the Estate of William G. Helis, A Partnership is on file in M 43 and is still in force and effect.

912 Whitney Building
(Assignor's Address)

New Orleans, Louisiana 70130
(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 1981

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 1 1982

20211

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] 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 LOUISIANA
PARISH OF ORLEANS

On this 30th day of July, 1981, before me personally appeared MORRIS WRIGHT, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

David A. Kerstein, Notary Public in and for the Parish of Orleans, State of La.

My commission is for life.

provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval

ROUTINE USES

(1) The adjudication of the assignee's rights to the land or resources
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4&5) Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided the assignment may be rejected

[redacted] [redacted]

ASSIGNMENT OF OPERATING RIGHTS 452

Lease Serial No. W-20525
Effective date of Base Lease:
May 1, 1967

The undersigned, as owner of certain oil and gas Operating Rights in and to the above designated oil and gas lease, does hereby transfer and assign to:

Woods Petroleum Corporation
3555 N. W. 58th St., Suite 500
Oklahoma City, OK 73112

the below specified interest in and to the said Operating Rights insofar as said rights pertain to:

FROM THE SURFACE TO ALL DEPTHS.

1. Lands affected by this assignment:

Township 27 North, Range 107 West, 6th P.M.
Section 3: Lots 1,2,3,4, S½N½, S½, N½S½, S½SW¼, SW¼SE¼
Section 4: Lots 1,2,3,4, S½N½, S½

Containing 1243.28 acres, more or less,
Sublette County, Wyoming

Filed for Record the 8 day of Sept A.D. 1982 at 2:00 P.M.
and recorded in Book 66 of Leases Page 453
at 6:00 o'clock P.M.
Sublette COUNTY CLERK
By Dorothy M. Stinson DEPUTY

2. Operating Rights Interest of Assignor in above described lands:	10.00%
3. Extent of Operating Rights interest herein conveyed to Assignee:	7.50%
4. Overriding royalty or production payments reserved herein to Assignor:	None
5. Overriding royalties or production payments previously reserved:	3½%

In connection with the performance of work under this Assignment, Operating Rights, Assignees shall comply with all of the provisions of Section 202 (1) to (7), inclusive, of Executive Order 11246 (30 Fed. Reg. 12319).

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 UNDERSTOOD AND AGREED that this assignment of Operating Rights is made without warranty of title either express or implied and is subject to any and all existing overriding royalties and/or other burdens on production.

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

EXECUTED THIS 28th DAY OF August, 1981.

ESTATE OF WILLIAM G. [illegible], A PARTNERSHIP

By: _____
Morris Wright
Heil[illegible] Jr., Managing Partner

Power of Attorney authorizing Morris Wright to act as Agent for the Estate of William G. [illegible], A Partnership is on file in 66-569 and is still in force and effect.

Assignment approved effective:

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

(Title)

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 28th day of August, 1981, before me personally appeared MORRIS WRIGHT, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

David A. Kerstein, Notary Public in and for the Parish of Orleans, State of La.

My commission is for life.

11876-1

454

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-30525

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (*include zip code*) 3[illegible]5 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 33.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North - Range 109 West, 6th P.M.
Section 3: Lots 1,2,3[illegible], S/2N/2, N/2S/2,
S/2SW/4, SW/4SE/4
Section 4: Lots 1,2,3[illegible], S/2N/2, S/2 (All)
Sublette County, Wyoming

193421

249,284

Filed for record at 8 o'clock A.M. this 8 day of Nov. 1982 Book M-4 page 454
Dorothy Mathews
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	16.875%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	16.875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other agreement terms as provided under 43 CFR 3[illegible]

8. If the parties to this transfer/assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated herein and made a part of this assignment. Approval of this assignment shall not constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease or the applicable regulations.

It is agreed that the obligation to pay 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, aggregates 17½ percent, shall be suspended as to the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 1982.
DAVIS OIL COMPANY, a Partnership

Paul Messinger, Attorney-In-Fact
Evidence of authority is filed in W-30943 and is still in effect

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By [signature] (Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 1 1982
(Date)

[redacted] [illegible] copies [illegible] CFR 3106 [redacted]

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT SUBLEASE

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 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee __ is __ is not the sole party in interest in this assignment. Information as to interest 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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.

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20525

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

Notary Public

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20525

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF .796875% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and the terms and conditions of the described lease.

1. THE Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutla Well nd/RHM

L 5723-1

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Lease Serial No.
W 20525

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: WOODS PETROLEUM CORPORATION

Address *(include zip code)*: 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 36.328125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North - Range 109 West, 6th P.M.
Section 5: Lots 1,2,3,4, S/2N/2, NE/4SE/4
Sublette County, Wyoming

193382

November 8 1982 11:45 AM
66 Ext 457
Sue Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

362.52A

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	18.1640625%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	18.1640625%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.8%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

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 is still in effect

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective ____, 1982

By Gloria M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 1 1982
(Date)

457

11876-1

FOR ASSIGNEE

458

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT SUBLEASE

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 transfer of operating rights and/or operating agreement/sublease 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5; 1982, between Paul Mes Oil Company, as Assignor, and Woods Petroleum Corporation, Assignee, covering Lease Serial No. W-20525

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said PAUL OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the said partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

Notary Public

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20525

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.177381% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass Well/ and/RHM D-5723-1

4/60

Form 3160-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RM APPROVED
NO. 42-R1599

Lease No.
W 59826

Lease effective date
January 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (include Zip Code)

3555 Northwest 58th Street, Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 87.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North - Range 110 West, 6th P.M.
Section 11: E/2, E/2SW/4
Sublette County, Wyoming

Filed for Record
this 8 day of Nov A.D. 1982 1:00 P.M.
and recorded in Book 66 Of Misc
Page 800 Fee $4.00
Sublette County Clerk
By Dorothy Mellen
Deputy

400

3. Specify interest or percent of operating rights being conveyed to assignee	43.75%
4. Specify interest or percent of operating rights being retained by assignor	43.75%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated in and made part of this assignment. Approval of this assignment shall not constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

Jean Davis
(Assignor's Signature)

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved, effective 1 1982

By [signature] (Authorized Officer)
Chief, Branch of Fluid Minerals
Gas Section

OCT 28 1982
(Date)

Note: [redacted] reproduced [redacted] the provisions of 43 CFR 3106 [redacted] instructions [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-59826

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named JEAN DAVIS, who is personally known to me to be the identical person whose name is affixed to the within instrument and she acknowledged that she executed the within instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires
December 1, 1982

NOTARY PUBLIC STATE OF COLORADO

Notary Public

EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-5[illegible]826

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 3.5% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1982, and the terms and conditions of the described lease.

IF THE ASSIGNEE desires to surrender said lease as to all or any portion of the acreage covered hereby, said Assignee agrees to notify Assignor at least one hundred and five (105) 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, without additional liens, prior to the anniversary date of the lease.

#29-1 Cutlass/Land/kM

D-6230

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-59826

Lease effective date
January 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
WOODS PETROLEUM CORPORATION

Address *(include zip code)*
3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 93.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 28 North - Range 110 West, 6th P.M.
Section 14: All
Sublette County, Wyoming

RECORDED November 8 1982 1:00 P M
IN BOOK 66 Oil & Gas PAGE 463
FEES: $8.00 Land Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	46.875%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	46.875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

(Assignor's Signature)

Jean Davis

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By Alma M. Jane (Authorized Officer)
Chief, Oil & Gas Section

(Title)

OCT 28 1982
(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

463

FOR ASSIGNEE

12391-01

464
PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 that this instrument was 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

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-5826

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named JEAN DAVIS, who is personally known to me to be the identical person whose name is affixed to the within instrument and she acknowledged that she executed the within instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires November 1, 1982

Notary Public

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-59826

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 3.75% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least one hundred and five (105) 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, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass/Land/RHM D-6230-1

466

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-79189

Lease effective date
September 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Mobil Oil Corporation

Address (*include zip code*)

P. O. Box 5444, Denver, CO 80217

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 the assignment	Assignment approved as to lands described below
T34N-R115W Section 16 - All containing 640.00 acres, more or less Sublette County, Wyoming	133425

RECORDED Nov. 8 1982 1:20 PM
IN BOOK 66 Page 446
FEES $6.00 Ken Clark
SUBLETTE COUNTY, PINEDALE, WYOMING
Cyndi by Mc Clure

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of assignor's record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	6.25% of 8/8
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 and if any such payments are being reserved under this assignment, submit a statement giving full details as to amount, method of payment, and other pertinent terms as specified under 43 CFR 3106.

It is agreed that the obligation to pay 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 over 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 September, 1982.

(Assignor's Signature)

10100 North 65th Street
(Assignor's Address)

Carolyn L. Shogrin

Longmont, CO 80501
(City) (State) (Zip Code)

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

Assignment approved effective NOV 1 1982

UNITED STATES OF AMERICA

By [signature]
(Authorized Officer)

Chief, Br. of Lands &
Acting Minerals Operations
(Title)

OCT 1 1982

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. 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 ESC - 130 .
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 29th day of September , 1982 .

Mobil Oil Corporation

D. G. Oyler

(Assignee's Signature)

D. G. Oyler - Assistant Secretary

P. O. Box 5444
(Assignee's Address)

Denver, CO 80217
(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)
CITY AND) ss.
COUNTY OF DENVER)

On this 29th day September, 1982, before me personally appeared Carolyn L. Shogrin , to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal.

LOU RUDD NOTARY PUBLIC STATE OF COLORADO

Lou Rudd
Notary Public
Residing in Denver, Colorado

My commission expires : October 14, 1984

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.

468

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5182

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 11.4[illegible] percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 21: SW¼

Sublette County, Wyoming

193426

RECORDED November 8 1982 1200 M
BOOK 66 Oil & Gas PAGE 468
FEES $6.00 Laura J. Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Deralee McClure

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.15925%

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 transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106

8. If the parties to this transfer agreement have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/lease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay overriding royalties or payments out of production of oil created herein, which, when added to other outstanding 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 26th day of October, 1982.

BUCKHORN PETROLEUM CO.

(Assignor's Signature)

P. O. Box 5928

(Assignor's Address)

Stephen G. Weiman, Vice President

Denver, Colorado 80217

(City) (State) (Zip Code)

ATTESTED:

Joyce Mader
Asst. Secty.

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____

(Authorized Officer)

#1 07 [redacted] and/sgl [redacted] C [redacted] D-5708

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature) (Assignee's Address)

(City) (State) (Zip Code)

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

STATE OF Colorado }
COUNTY OF Denver } ss.

ACKNOWLEDGMENT FOR CORPORATION

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

Given under my hand and [illegible] the day and year last above written.

My commission expires _____

_____
Notary Public.

NOTARY PUBLIC STATE OF COLORADO — LORNA L. DAWSON

connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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.

470

Form 3160-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5182

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

RECORDED Nov ember 8 1982 8:00 A.M.
IN BOOK 66 Oil & Gas PAGE 470
FEES 6.00 Sevier County Utah COUNTY CLERK
By Deputy Clerk

Address (*include zip code*) 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.37 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 21: SW¼NE¼

Limited in depth from the stratigraphic equivalent of 12,082 feet to all depths

Subject to a call on gas reserved in that certain Farmout Agreement between Texoma Production Company and Davis Oil Company dated January 2, 1981, as amended.

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee		22.917%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor		11.458%
5. Specify overriding royalty interest being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any		7.08125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated and made a part of this assignment. Approval of this assignment shall not constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 while 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 26th day of October, 1982.
BUCKHORN PETROLEUM CO.

(Assignor's Signature)
Stephen G. Weinman, Vice President

P. O. Box 5[illegible]8 T.A.
(Assignor's Address)

ATTEST: BUCKHORN PETROLEUM CO.
Jerry Wood
Asst. Sec't.

Denver, Colorado 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 17th Street, Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT FOR CORPORATION

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

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

My commission expires [illegible]

Notary Public.

GLORIA L. DAWSON NOTARY PUBLIC STATE OF COLORADO

AUTHORITY: 30 U.S.C. 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.

472

2nd Copy

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned William R. Corser and Jane S. Corser (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 David Munson of 1800 First National Bank Bldg., Dallas, Texas, 75202 (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 (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:

Federal Oil and Gas Lease WYO 5[illegible]6 ONLY INSOFAR AS said lease covers the following described lands in Sublette County, Wyoming:

Township 28 North, Range 1[illegible] West
Section 26: All

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

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of his 1st day of October, 1982.

Collection Cross-Index Proof Card

STATE OF CALIFORNIA §
§
COUNTY OF Orange §

19310

RECORDED Nov 10 1982 8:00 A.M
IN 66, 0+9 PAGE 472
FEE [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 1st day of October, 1982, personally appeared William R. Corser and Jane S. Corser 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.

[illegible]

My Commission Expires

April 11,1986

OFFICIAL SEAL
LYDIA CARRETERO
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires APR [illegible] 1986

1631 N. Bristol Street, Santa Ana, CA [illegible]

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5184

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 - 17th Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

193171

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

Sublette County, Wyoming

RECORDED Nov 10 1982 8:00 AM
IN BOOK 66 Oth PAGE 473
FEES 6.00 Lucia J Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.73125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982

(Assignor's Signature)
Jean Davis

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ (Title) (Date) D-5710

#1 Old Road Unit/Land/SGH:dj 473

NOTE This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form 43 CFR 3106

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-[illegible]800.
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 transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound to the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

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

Denver, CO 802[illegible]
(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
CITY AND
COUNTY OF DENVER ss.

On this 21st day of October, 19[illegible] before me, a Notary Public in and for said County and State, came above named JEAN DAVIS, an individual who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires June [illegible]

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 8[illegible]202
Address

(2) ...mentation for public information in support of ...s made on land status records for the management, ...osal, and use of public lands and resources.

(3) ...nsfer to appropriate Federal agencies when ...rance is required prior to granting a right in ...lic lands or resources.

(4)(5) ...nformation from the record and/or the record ... be transferred to appropriate Federal, State, ... or foreign agencies, when relevant to civil, ... or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information ... not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5183

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 - 17th Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 14: All
Section 22: All
Section 23: N½, SE¼

Sublette County, Wyoming

ISSUED
RECORDED Nov 12 1982 8:00 A
BOOK 66 Misc P 475
FEE $ Lucy Clark COUNTY
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.73125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982

(Assignor's Signature)

Jean Davis

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/SCH:dj 475 (Title) (Date) D 5-09

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 APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

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

Denver, CO 80[illegible]
(City) (State) (Zip Code)

Title 18 U.S.C., Section [illegible] makes it a crime for any person knowingly and willfully to make to any department or agency of the

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

On this 31 day of October, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

[illegible]
Notary Public

My Commission Expires June [illegible]

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

adjudication of the assignee's rights to the land or sources.

mentation for public information in support of notations made on land status records for the management, posal, and use of public lands and resources sfer to appropriate Federal agencies where source is required prior to granting a right public ds or resources.

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.

EF... OF NOT PROVIDING INFORMATION — If all the information for... is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5182

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

* Tr. I: 34.375% Tr II: 2.5% Tr. III: 39.375%

Township 27 North, Range 108 West, 6th P.M.

Tr. I Section 9: All
10: All
15: All
21: SE¼, SW¼, N½NE¼, SE¼NE¼, SW¼

Tr. II Section 21: SW¼NE¼ from the surface to the stratigraphic equivalent of 17,982 feet.

Tr. III Section 21: SW¼NE¼ from the stratigraphic equivalent of 17,982 feet to all depths

Sublette County, Wyoming

RECORDED Nov 10 1982 8:00 A.M.
BOOK 66 Misc PAGE 477
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	100% all tracts
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.73182 Tr. I 7.08125 Tr. II & III

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982.

(Assignor's Signature)
Jean Davis

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 effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#1 Old Road Unit/land/sgh

477

D-5708

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

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

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

Denver, Colorado 80202

(City) (State) (Zip Code)

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

STATE OF COLORADO
CITY AND
COUNTY OF DENVER ss.

On this 6th day of October, 1983 before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires: My Commission Expires June 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

PURPOSE: assignment and request for approval.

ROUTINE USES:
(1) 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 where concurrence is required prior to granting a right in public lands or resources.
(4) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5714

Lease effective date
June 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 4: Lots 1, 2, 3, 4, S½N½, S½
Section 5: Lots 1, 2, 3, 4, S½N½, S½

Sublette County, Wyoming

Nov 10 1982 8 00 A
Book 66 Page 479
Sue R. Yake COUNTY
SUBLETTE COUNTY CLERK

3. Specify ~~interest or percentage~~ operating rights being conveyed to assignee	34.375%
4. Specify ~~interest or percentage~~ operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.731258

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982.

(Assignor's Signature)

Jean Davis

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/SGH:cf

479

(Title) (Date) D-5598

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-96800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 of , 19 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

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

Denver, CO
(City) (State) (Zip Code)

STATE OF COLORADO
CITY AND
COUNTY OF DENVER ss.

On this 22 day of October, 1984 before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires: My Commission Expires June 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process assignment and request for approval.

ROUTINE USES:
adjudication of the assignee's rights to the land or resources.
documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
transfer to appropriate Federal agencies when concurrence is required prior to granting a right to public lands or resources.
information from the record and/or the record will be disclosed 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 or any information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-53369

Lease effective date
February 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 36.45835/ percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 17: SE¼
Section 23: SW¼
Section 28: SE¼
Section 35: SE¼

193475
Nov 10 1982 8:00 AM
BOOK 66 PAGE 481
FILED Sandra Hunter CLERK
SUBLETTE COUNTY CLERK Blankenship

Sublette County, Wyoming

3. Specify interest or percentage of operating rights being conveyed to assignee	36.45835%
4. Specify interest or percentage of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.98958%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982.

(Assignor's Signature)
Jean Davis

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 effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/SGH:cf 481 (Title) (Date) D-6742

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

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

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

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

STATE OF COLORADO
CITY AND
COUNTY OF DENVER ss.

On this 7th day of October, 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

provide 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 where concurrence is required prior to granting a right to public lands or resources.

(4) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-74703

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 29: S½

Sublette County, Wyoming

FILED Nov 10 1982 8:00 A
RECORDED 66-0-4 PAGE 483
FEES 6.00 Lucile Drake COUNTY
SUBLETTE COUNTY CLERK

3. Specify ~~interest or percent~~ of operating rights being conveyed to assignee	34.375%
4. Specify ~~interest or percent~~ of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.73125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982.

(Assignor's Signature)
Jean Davis

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 effective _____ By _____
(Authorized Officer)

#1 Old Road Unit/Land/SGH:cf 483 (Title) (Date) D-5703-3

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 17th Street, Suite 1400

(Assignee's Address)

Denver Colorado 80202

(City) (State) (Zip Code)

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

STATE OF COLORADO
CITY AND
COUNTY OF DENVER SS.

On this 2nd day of October, 19 before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 4

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

PRO... assignment and request for approval.

ROU... SES:
(1) ...adjudication of the assignee's rights to ... or ...rces.
(2) ...mentation for public information in suppor... nota... ...s made on land status records for the mana...ment, ...osal, and use of public lands and resources ...sfer to appropriate Federal agencies whe... cur... ...e is required prior to granting a right ... lic ...ds or resources. ...formation from the record and/or the reco... be ...ansferred to appropriate Federal, State, ... or ...reign agencies, when relevant to civil, c... or ...gulatory investigations or prosecutions.

EFF... NOT PROVIDING INFORMATION – If all ... n- ...not provided, the assignment may be reject...

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-74697

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 30: Lots 1, 2, 3, 4, E½W½, E½
Section 31: Lots 1, 2, 3, 4, E½W½, E½
Section 32: S½

Sublette County, Wyoming

COUNTY

Nov 10 1982 8:00 A
6:6 org P 485
Sublette County Clerk
SUBLETTE COUNTY CLERK

3. Specify ~~[illegible]~~ of operating rights being conveyed to assignee	34.375%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.73125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982.

(Assignor's Signature)

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

Jean Davis

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

485

_____ (Title) _____ (Date)

#1 Old Road Unit/Land/SCH:cf D-5703-2

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 17th Street Suite 1400
(Assignee's Address)

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

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

STATE OF COLORADO
CITY AND
COUNTY OF DENVER SS.

On this day of October, 1986 before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 22, 1988

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) 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 to public lands or resources.
(4) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-66296

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 34.375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 27 North, Range 108 West, 6th P.M.
Section 28: NE¼

Sublette County, Wyoming

208978
Filed for record this 10 day of Nov 1982 8:00 A
Recorded in Book 66 of Oil & Gas on page 487
Fee $6.00 Lois J. Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	34.375%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.73125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 October, 1982

(Assignor's Signature)
Jean Davis

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title)

(Date) D-5703-1

#1 Old Road Unit/land/SGI:cf 487

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*

4/87

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2)

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)
Marvin Davis, Managing Partner

410 17th Street Suite 1400
(Assignee's Address)

Denver Colorado 80202

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

On this 21st day of October, 1987, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires June 23, 1988

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

Provision that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval.

ROUTINE USES:

- To adjudication of the assignee's rights to land or resources.
- Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
- Transfer to appropriate Federal agencies when concurrence is required prior to granting a right to public lands or resources.
- 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 the information is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-73778

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
DAVIS OIL COMPANY

Address *(include zip code)* 410 17th Street, Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 34.375% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 108 West, 6th P.M.
Section 8: All
Section 17: SW¼
Section 18: Lots 1, 2, 3, 4, E½W½
Section 19: Lots 1, 2, 3, 4, E½W½, NE¼
Section 20: NE¼, S½

Township 27 North, Range 109 West, 6th P.M.
Section 12: SE¼

Sublette County, Wyoming

RECORDED Nov 10 1982 8:00 A.M.
IN BOOK 66 Otg PAGE 489
FEES 6.00 Jean Baker COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.48125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 1st day of November, 1982.

(Assignor's Signature)
Jean Davis

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 effective _____ By _____
(Authorized Officer)

_____
(Title)

(Date) D-5715-1

#1 Old Road Unit/land/sgh #89

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 W-56800.
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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 .

DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Mollie T. Weiss, Attorney in Fact

410 17th Street Suite 1400

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

On this 1st day of March, 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

June 14, 1982

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

...posal, and use of public lands and resources must be transfer to appropriate Federal agencies when concurrence is required prior to granting a right to public lands or resources.

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 the information is not provided, the assignment may be rejected.

RATIFICATION OF OIL AND GAS LEASE

AND

ACCEPTANCE OF LATE DELAY RENTALS

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of One Dollar, ($1.00), to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, and approve the late delay rental tendered for the year 1982, and do confirm that certain oil and gas lease dated June 19, 1981, executed by Robert S. Slizeski and Rose J. Slizeski, husband and wife, to Amarex, Inc., covering:

Township 33 North, Range 108 West, 6th P.M.

Section 22: N 1/2 SE 1/4, S 1/2 NE 1/4

Sublette County, State of Wyoming, and recorded in Book 63, Page 159, of the records of said County; the undersigned hereby fully recognize said oil and gas lease as remaining in full force and effect.

DATED this 22 day of Oct, 1982.

Robert S. Slizeski
Robert S. Slizeski

Rose J. Slizeski
Rose J. Slizeski

STATE OF Colorado)
) SS.
COUNTY OF Larimer)

This instrument was acknowledged before me on Oct 22,
1982, by Robert S Slizeski & Rose J Slizeski.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires February 16, 1983
225 Park Lane, Estes Park, CO 80517

193514

RECORDED November 12 1982 1:00 P M
IN BOOK 66 Oxbo PAGE 491
FEE $ 4.00 Dan J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

491

Return to:
Lease Records
Amarex, Inc.
P. O. Box 1678
Okla. City, OK 73101

492

RECORDED OCTOBER 29, 1982 BK 3 PG 377 NO. 855438 MARGARET LEWIS, COUNTY CLERK
Book 628 of Photos, Page 410

BOOK 783 PAGE 589

Aug 23 82 at 9:00 a
783 of misc 589

611969

BOOK 370 PAGE 230

515929

GENERAL INSTRUMENT OF CONVEYANCE,
TRANSFER AND ASSIGNMENT

THIS GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT, effective as of 12:00 Midnight, local time, at the end of June 30, 1982 (the "Effective Date"), from MONSANTO COMPANY ("Grantor"), a Delaware corporation, the mailing address of which is 8 No. Lindbergh Boulevard, St. Louis, Missouri 63116, to MONSANTO OIL COMPANY ("Grantee"), a Delaware corporation, the mailing address of which is 7300 Post Oak Tower, 5051 Westheimer, Houston, Texas 77056.

WITNESSETH:

WHEREAS, Grantor has recently purchased all 1,000 shares of the issued and outstanding common stock of Grantee, and thus becomes the sole stockholder of such corporation; and

WHEREAS, Grantor desires to transfer, assign and convey the oil and gas assets, property rights and interests hereinafter mentioned and described to Grantee in exchange for the issuance by Grantee to Grantor of an additional 1,000 fully paid shares of authorized common stock;

WHEREAS, as used herein, the definitions of the following terms are:

The term "Oil and Gas" shall mean oil and gas and any other substance produced therewith.

"Depreciable Personal Property" shall include all other, tangible personal property located on oil and/or gas gathering, injection and disposal wells, production and/or drilling equipment including platforms, production or waste treatment and transportation facilities, natural gasoline and/or gas plants, plus any fixtures or appurtenances to

No. 19351

RECORDED October 12 1982 1:00 PM
IN BOOK 66 PAGE 49
FEE $12.00 [illegible]
SCOTTS BLUFF COUNTY, NEBRASKA
by [illegible]

"Depletable Assets and Real Property and Interests Therein" collectively shall mean:

a. oil and gas leases and oil, gas and mineral leases, as either may have been amended, including subleases of either and rights and options to acquire either, including, but not limited to, those situated in the states and counties set forth on Exhibit "A" hereto or in Federal or State waters,

b. Grantor's mineral and fee ownership interests described in Exhibit "B" hereto, and royalty, overriding royalty, net profit, production payments, carried and other similar interests in Oil and Gas, including rights and options to acquire all such interests, and

c. any reversionary rights to either of the foregoing and any interests in other lands and/or Oil and Gas derived from operating, lease-line well, pooling, unitization and communitization agreements, and the units created thereby (including without limitation, each and all such units formed voluntarily, as well as those formed pursuant to or by orders, regulations, rules or other official acts of any federal or state governmental body or agency having jurisdiction).

"Buildings and Structures" shall mean those office or mineral exploration and development site buildings and structures listed on Exhibit "C" hereto.

NOW, THEREFORE, Grantor, in consideration of the premises, the common stock hereinabove mentioned and other good and valuable consideration paid to it by Grantee, receipt of which is hereby acknowledged, has GRANTED, SOLD, CONVEYED, ASSIGNED, QUITCLAIMED, TRANSFERRED AND DELIVERED and by these presents does hereby GRANT, SELL, CONVEY, ASSIGN, QUITCLAIM, TRANSFER AND DELIVER unto Grantee, its successors and assigns, forever, all and singular, the following described assets properties, rights and interests owned by Grantor, whether directly, indirectly or in whole or in part and whether or not of record (collectively herein called the "Properties") to-wit:

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BOOK 783 PAGE 591

1. Domestic Oil and Gas Assets. All that portion of Grantor's domestic assets (including assets located in offshore Federal waters of the U.S. Outer Continental Shelf) and liabilities which relate to the domestic exploration and production activities of its oil and gas business. Such assets consist of cash, accounts receivable, stores and supplies, inventory of gasoline plant products, Depreciable Personal Property (well equipment, platforms and natural gasoline plants), uncompleted additions to property, Real Property and Interests Therein (undeveloped leases), Depletable Assets (including producing leases and royalties), Buildings and Structures (including fixtures appurtenant thereto), and advances to joint operators and interests in joint ventures and partnerships.

2. Related Agreements. Those other related and miscellaneous agreements, contracts, letters of agreement, understandings, etc., of whatever type or character wherever located related to the exploration, production and sale of Oil and Gas and the support, transportation, maintenance or facilitation thereof, including the office leases described in Exhibit "D" hereto and the equipment, furniture or fixtures therein, purchase or lease agreements, employment agreements, and other agreements for the provision of overhead or the conduct of Grantor's present oil and gas division's business.

3. Stock. All stock owned by Grantor in the East Heidelberg Salt Water Disposal Unit and all REA Investment Certificates issued for electrical services related to the exploration, production and sale of Oil and

4. Files and Records. All files, records, maps and proprietary data relating to the Properties and to oil and/or gas prospects, specifically including the real and mineral property described in Paragraph E hereof, provided that Grantor shall have the right to copy such records at its own expense and to retain and use such records as it may choose.

BOOK 783 PAGE 592

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5. Gasoline and Gas Plants. All of Grantor's interest in the gasoline and/or gas plants described in Exhibit "E" hereto and the equipment and facilities being a part thereof.

6. Appurtenant Rights and Properties. All claims, rights, good will, choses-in-action, or other entitlements of whatever kind or character related to the interests conveyed, plus any tools, spare parts, fixtures, inventory or equipment whether on the Properties, in transit or storage related to the assets described, including all easements, permits, licenses, consents or authorizations whatsoever plus any renewals, extensions, additions, amendments, modifications and replacements therefor possessed or to which Grantor may be entitled or claim relating to the Properties.

7. Without limiting the foregoing, all of Grantor's right, title, interest and estate (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under or derived from the property whether real, personal or mixed, and whether tangible, intangible or otherwise, hereinabove referred to, mentioned or described, even though incorrectly or insufficiently referred to, mentioned or described.

All of the above properties, interest and rights shall include said properties, interest and rights as the same shall be constituted from time to time after the execution and delivery of this conveyance, and as enlarged by the removal or discharge of any obligation, liability, lien, charge or other encumbrance or event in respect to any one or more of such properties, including but not limited to any and all renewals, extensions, options and rights with respect thereto.

Expressly excepting from this conveyance, any of the Properties requiring any prior consent or waiver or approval of any third person or persons or entity or entities as a condition precedent to the right and authority of the Grantor to convey or transfer such property or interest therein to Grantee where such consent, waiver or approval has not been obtained as of this date

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and would diminish, limit or otherwise affect Grantor's rights therein: provided, however, any such consent, waiver or approval obtained subsequent to the effective date hereof shall be deemed as between Grantor and Grantee to have been obtained immediately prior to this conveyance and the property right or interest involved shall automatically vest in Grantee as of the effective date.

Exhibits "A", "B", "C", "D" and "E" hereto are hereby incorporated herein and made a part hereof.

GRANTOR DISCLAIMS, AND DOES NOT MAKE, ANY WARRANTY OF ANY KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR ANY PURPOSE OR ANY WARRANTY OF MERCHANTABILITY IN RESPECT TO THE PROPERTIES, OR ANY ONE OR MORE OF THEM, INDIVIDUALLY OR COLLECTIVELY, AND EACH OF THEM ARE HEREIN TRANSFERRED AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS, AND SO ACCEPTED BY GRANTEE.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever; subject, however, to any mortgage liens, charges, encumbrances, litigation obligations, liabilities, claims, restrictions, reservations, exceptions, conditions, limitations, contracts, agreements, interests and other matters set forth or referred to herein or burdening or affecting any of the Properties to the extent any of same are presently valid and subsisting and affect the Properties. The Properties are transferred, assigned, quitclaimed and conveyed to Grantee without any warranty of title of any kind, expressed or implied, and without any recourse against Grantor in the event of any failure of title, not even for the return of the consideration paid hereunder.

This General Instrument of Conveyance, Transfer and Assignment is being executed in multiple originals, all of which are identical except that certain of such copies may be cut to facilitate the recordation, filing and indexing of this General Instrument of Conveyance, Transfer and Assignment and may have attached thereto such Exhibits (or portions thereof) as relate to properties in the counties or other jurisdictions in which such instru-

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ments are to be recorded, filed or indexed. Each executed copy of this General Instrument of Conveyance, Transfer and Assignment shall be deemed an original and all copies together shall constitute but one instrument.

In conjunction with the execution and delivery of this General Instrument of Conveyance, Transfer and Assignment, Grantor, on behalf of itself and its successors and assigns, hereby agrees to execute and deliver such additional instruments of conveyance, transfer and assignment as Grantee reasonably may request from time to time but without further consideration in order to vest Grantee with and to put Grantee in possession of the Properties and further agrees to pay over to Grantee any and all money or other property which relates to the Properties and is received or collected by Grantor or its successors or assigns after the date hereof. In addition, if an attempted assignment of any of the Properties or any claim, commitment or benefit arising thereunder or resulting therefrom shall be ineffective without the consent of a third party or would affect Grantor's rights thereunder so that Grantee would not receive all such Properties and rights hereunder, Grantor, on behalf of itself and its successors and assigns, hereby agrees to cooperate with Grantee in any arrangement reasonably required by Grantee to provide Grantee with the full benefits of the Properties and rights related thereto.

EXECUTED AND DELIVERED this the 30th day of June, 1982, but effective on the date hereinbefore provided

ATTEST:

J. Russell Bley, Jr.
Assistant Secretary

LBB

MONSANTO COMPANY

By: F. A. Stroble
F. A. Stroble
Vice President-Finance

LBB

Prepared by: Rodney K. Crowl
Monsanto Company
1300 Post Oak Tower
Houston, Texas 77056

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RVD 370 PAGE 236
BOOK 783 PAGE 595

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

Be it remembered that I, [redacted], a Notary Public duly commissioned, sworn and acting in and for the County of St. Louis and State of Missouri, hereby certify that on this 30th day of June, 1982:

Alabama

F. A. STROBLE whose name as VICE PRESIDENT - FINANCE of MONSANTO COMPANY, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Alaska

Before me appeared F. A. STROBLE to me personally known, who being by me duly sworn did say that he is the VICE PRESIDENT - FINANCE of MONSANTO COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said F. A. STROBLE acknowledged said instrument to be the free act and deed of said corporation.

Arizona

The foregoing instrument was acknowledged before me by F. A. STROBLE, VICE PRESIDENT - FINANCE of MONSANTO COMPANY, a Delaware corporation.

Arkansas

Before me appeared in person the within named F. A. STROBLE, and J. RUSSELL [illegible], JR., to me personally well known, who stated that they were the VICE PRESIDENT - FINANCE and ASSISTANT SECRETARY of MONSANTO COMPANY, a Delaware corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

California

Before me personally appeared F. A. STROBLE known to me to be the VICE PRESIDENT - FINANCE of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation and acknowledged to me that such corporation executed the same.

Colorado

The foregoing instrument was acknowledged before me by F. A. STROBLE, VICE PRESIDENT - FINANCE of MONSANTO COMPANY.

Idaho

Before me personally appeared F. A. STROBLE known to me to be the VICE PRESIDENT - FINANCE of the corporation that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

Illinois

Before me appeared F. A. STROBLE, personally known to me to be the VICE PRESIDENT - FINANCE of MONSANTO COMPANY, a Delaware corporation, and J. RUSSELL [illegible], JR., personally known to me to be the ASSISTANT SECRETARY of said corporation and personally known to me to be the persons whose name is subscribed to the foregoing instrument in person and severally acknowledged that as such VICE PRESIDENT - FINANCE and ASSISTANT SECRETARY they signed and delivered the said instrument as VICE PRESIDENT - FINANCE and ASSISTANT SECRETARY of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

[redacted] [redacted] [redacted]

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Indiana

Before me personally appeared MONSANTO COMPANY by F. A. STROBLE and J. RUSSELL BLEY, JR., its VICE PRESIDENT - FINANCE and ASSISTANT SECRETARY, respectively, and acknowledged the execution of the foregoing instrument.

Kansas

The foregoing instrument was acknowledged before me by F. A.STROBLE, the VICE PRESIDENT - FINANCE of MONSANTO COMPANY a Delaware corporation, on behalf of the corporation.

Louisiana

Before me, the undersigned authority, personally came and appeared F. A.STROBLE, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document, before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent on behalf of MONSANTO COMPANY.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.

Witness

Notary Public

Witness

Michigan

Before me appeared F. A. STROBLE, to me personally known, who, being by me duly sworn did say that he is the VICE PRESIDENT - FINANCE of MONSANTO COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said F. A. STROBLE, acknowledges the execution of the said instrument as the free act and deed of said corporation.

Mississippi

Before me personally appeared the within named F. A. STROBLE, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned on behalf of MONSANTO COMPANY.

Montana

Before me personally appeared F. A. STROBLE, known to me to be VICE PRESIDENT - FINANCE of the corporation that executed the within instrument, the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

Nebraska

The foregoing instrument was acknowledged before me by F. A. STROBLE the VICE PRESIDENT - FINANCE of MONSANTO COMPANY, a Delaware corporation, on behalf of the corporation.

Nevada

Before me, personally appeared F. A. STROBLE who acknowledged that he executed the above instrument on behalf of MONSANTO COMPANY.

New Mexico

The foregoing instrument was acknowledged before me by F. A. STROBLE VICE PRESIDENT - FINANCE of MONSANTO COMPANY, a Delaware corporation on behalf of the corporation.

North Dakota

Before me personally appeared F. A. STROBLE known to me to be the VICE PRESIDENT - FINANCE of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Before me personally appeared F. A. STROBLE and J. RUSSELL BLEY, JR, known to me to be the persons who, as VICE PRESIDENT - FINANCE and

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Ohio

ASSISTANT SECRETARY, respectively, of MONSANTO COMPANY, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and on behalf of said coropration as such officers, respectively; that the same is their free act and deed of such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

Oklahoma

Before me personally appeared F. A. STERBLE to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument 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.

South Dakota

Before me personally appeared F. A. STERBLE who acknowledged himself to be the VICE PRESIDENT - FINANCE of MONSANTO COMPANY, a corporation, and that he, as such VICE PRESIDENT - FINANCE being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE PRESIDENT - FINANCE.

Texas

Before me personally appeared F. A. STERBLE known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the VICE PRESIDENT - FINANCE of MONSANTO COMPANY, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Utah

Before me personally appeared F. A. STERBLE who, being by me duly sworn did say that he is the VICE PRESIDENT - FINANCE of MONSANTO COMPANY, and that said instrument was signed in behalf of said corporation by authority of its by-laws of its Board of Directors, as the case may be, and said F. A. STERBLE acknowledged to me that said corporation executed the same.

Washington

Before me personally appeared F. A. STERBLE to me known to be the VICE PRESIDENT - FINANCE of the corporation that executed the foregoing instrument, and acknowledged that within said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Wyoming

The foregoing instrument was acknowledged before me by F. A. STERBLE, VICE PRESIDENT - FINANCE of MONSANTO COMPANY.

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.

Witness

Notary Public
St. Louis County, Missouri

Witness

(Type or stamp name)

VIRGINIA SCHRUL[illegible]R
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 3/3/88
ST. LOUIS COUNTY

My Commission Expires:

[redacted] [redacted] [redacted]

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EXHIBIT "A"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

STATE	COUNTIES/PARISHES
Alabama	Marengo Mobile
Arizona	Apache
Arkansas	Bradley Calhoun Columbia Crawford Dallas Desha Hempstead Hot Springs Lafayette Logan Miller Nevada Ouachita Sebastian Sevier Union Yell
California	Imperial
Colorado	Adams Archuleta Baca Bent Delores Douglas Grand Jackson La Plata Las Animas Lincoln Logan Mesa Moffat Montezuma Morgan Prowers Yuma Washington Weld
Indiana	Grant Huntington Wells
Kansas	Barber Barton Ellis Ellsworth Graham Greeley Harper Kingman Kiowa Meade Paunee Pratt

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EXHIBIT "A"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

STATE	COUNTIES/PARISHES
Kansas (cont'd)	Rice
	Rooks
	Rush
	Seward
	Sheridan
	Stafford
	Trego
Louisiana	Acadia
	Allen
	Assumption
	Avoyelles
	Beauregard
	Bienville
	Bossier
	Caddo
	Calcasieu
	Caldwell
	Cameron
	Catahoula
	Claiborne
	Concordia
	Desoto
	Franklin
	Jackson
	Jefferson Davis
	Lafayette
	La Fourche
	La Salle
	Lincoln
	Madison
	Natchitoches
	Plaquemines
	Ouachita
	Richland
	St. Martin
	St. Mary
	Tangipahoa
	Tensas
	Terrebonne
	Union
	Washington
	Webster
Mich.	Grand Traverse
	Livingston
Mississippi	Adams
	Amite
	Calhoun
	Claiborn
	Clarke
	Copiah
	Franklin
	Hinds
	Holmes
	Jasper
	Jefferson
	Jefferson Davis
	Jones

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EXHIBIT "A"
GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

STATE	COUNTIES/PARISHES
Mississippi (con't)	Lafayette
	Lamar
	Lawrence
	Lincoln
	Madison
	Marion
	Newton
	Perry
	Rankin
	Scott
	Sharkey
	Simpson
	Smith
	Stone
	Warren
	Yazoo
Montana	Big Horn
	Blaine
	Daniels
	Dawson
	McCone
	Pondera
	Powder River
	Prairie
	Richland
	Roosevelt
	Sheridan
	Valley
	Wibaux
Nebraska	Banner
	Garden
	Kimball
	Scotts Bluff
New Mexico	Chaves
	Debaca
	Eddy
	Guadalupe
	Lea
	Otero
	Rio Arriba
	Roosevelt
	San Juan
North Dakota	Billings
	Bottineau
	Burke
	Divide
	McHenry
	McKenzie
	Mountrail
	Pierce
	Renville
	Rolette

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EXHIBIT "A"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

STATE	COUNTIES/PARISHES
North Dakota (con't)	Sheridan
	Stark
	Ward
	Williams
South Dakota	Custer
	Harding
	Meade
Oklahoma	Alfalfa
	Beaver
	Blaine
	Caddo
	Canadian
	Carter
	Cimarron
	Cleveland
	Custer
	Dewey
	Ellis
	Garfield
	Garvin
	Grady
	Grant
	Harper
	Haskell
	Hughes
	Kay
	Kingfisher
	Latimer
	Le Flore
	Lincoln
	Logan
	Major
	Marshall
	McClain
	Noble
	Oklahoma
	Pawnee
	Payne
	Pittsburg
	Roger Mills
	Sequoyah
	Texas
	Woods
	Woodward
exa	Anderson
	Andrews
	Aransas
	Archer
	Atascosa
	Austin
	Bee
	Bexar
	Borden

[redacted] [redacted] 257 [redacted]

[redacted] [redacted] [redacted]

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EXHIBIT "A"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

STATE	COUNTIES/PARISHES
Texas (con't)	Kaufman
	Kent
	Kimble
	Knox
	Lamb
	Loving
	Lubbock
	Lynn
	Martin
	Matagorda
	Mitchell
	Montague
	Navaro
	Nolen
	Nueces
	Ochiltree
	Palopinto
	Panola
	Pecos
	Polk
	Presidio
	Reagan
	Reeves
	Refugio
	Roberts
	Robertson
	Runnels
	Rusk
	San Patricio
	Schleicher
	Scurry
	Shackelford
	Shelby
	Smith
	Starr
	Sterling
	Sutton
	Taylor
	Terry
	Throckmorton
	Titus
	Tom Green
	Upshur
	Upton
	Van Zandt
	Victoria
	Walker
	Waller
	Ward
	Webb
	Wharton
	Wheeler
	Winkler
	Wise
	Yoakum

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EXHIBIT "A"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

STATE	COUNTIES/PARISHES
Texas (con't)	Brazoria
	Brewster
	Brooks
	Brown
	Burleson
	Caldwell
	Calhoun
	Callahan
	Chambers
	Childress
	Cochran
	Coke
	Colorado
	Cook
	Crane
	Crockett
	Crosby
	Culberson
	Dallam
	Dawson
	Denton
	Dewitt
	Ector
	Ellis
	Erath
	Fisher
	Fort Bend
	Freestone
	Gaines
	Galveston
	Garza
	Glasscock
	Goliad
	Gonzales
	Gregg
	Hall
	Hansford
	Harden
	Harris
	Harrison
	Haskell
	Hemphill
	Henderson
	Hidalgo
	Hockley
	Hopkins
	Houston
	Howard
	Hunt
	Hutchinson
	Irion
	Jack
	Jackson
	Jeff Davis
	Jefferson
	Jim Wells
	Karnes

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EXHIBIT "A"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

STATE	COUNTIES/PARISHES
Utah	Duchesne
	Emery
	Garfield
	San Juan
	Utah
	Wayne
Wyoming	Albany
	Big Horn
	Campbell
	Carbon
	Converse
	Crook
	Fremont
	Hot Springs
	Johnson
	Natrona
	Niobrara
	Park
	Sheridan
	Sublette
	Weston

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EXHIBIT "B"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

ARKANSAS - ARKANSAS COUNTY

PARCEL 1: A parcel of land in Arkansas County, Arkansas, being more particularly described as:

All of Section 5, and the NE¼ and the E½ of the SE¼ of Section 6, and the E½ of the NE¼ of Section 8, all in Township 3 South, Range 6 West.

PARCEL 2: 30.00 gross acres, more or less, in Arkansas County, Arkansas, being more particularly described as:

The N 3/4 of the NE¼ of the SE¼ of Section 29, Township 2 South, Range 2 West, being 30 acres.

PARCEL 3: 40.00 gross acres, more or less, in Arkansas County, Arkansas, being more particularly described as:

A part of that part of Section 29, Township 2 South, Range 2 West, Arkansas County, Arkansas, described as follows: BEGINNING at the Northwest corner of said Section 29, run THENCE East to the West bank, at normal water level, of White River, run THENCE south meandering the West bank, at normal water level, of said River to a point 25 feet South of the South bank of a slough which, extending from a westerly direction connects with the White River; return to a point in the SW corner of said Section 29, run THENCE East to the West line of said Section 29, THENCE North along the West line of said Section 29 to the point of beginning.

PARCEL 4: 40.00 gross acres, more or less, in Arkansas County, Arkansas, being more particularly described as:

NW¼ of NW¼ of Section 19, Township 2 South, Range 2 West.

ARKANSAS - LAFAYETTE COUNTY

PARCEL 1: 0.038576 gross acres, more or less, in Lafayette County, Arkansas, being more particularly described as:

South 9' of West 110' of N½ of Lot 9 and North 5' of West 110' of S½ of Lot 9 with additional 10' to center of alley - all in Town of Lewisville, Arkansas.

PARCEL .00 gross acres, more or less, in Lafayette County, Arkansas, being particularly described as:

5 being Sulphur Recovery Plant site adjacent to Mc Gas Plant, Lafayette County, Arkansas

[redacted] 3 [redacted]

ARKANSAS - OUACHITA COUNTY

PARCEL 1: 8.26 gross acres, more or less, in Ouachita County, Arkansas, being more particularly described as:

TRACT 1: Commencing at the Southwest corner of the SW¼ of the NW¼ of Section 28, Township 15 South, Range 15 West, and run East 435 feet for the beginning point of this lot: Run THENCE North 120 feet, THENCE East 600 feet, THENCE South 120 feet, THENCE West 600 feet to the point of beginning, containing 1.65 acres, more or less.

TRACT 2: Commencing at the Northwest corner of the NW¼ of the SW¼ of Section 28, Township 15 South, Range 15 West, and run East 435 feet for the beginning point of this lot: Run THENCE South 480 feet, THENCE East 600 feet, THENCE North 480 feet, THENCE West 600 feet to the point of beginning, containg 6.61 acres, more or less.

PARCEL 2: 5.80 gross acres, more or less, in Ouachita County, Arkansas, being more particularly described as:

BEGINNING at the Southwest Corner of the tract which is South 82 degrees 5 minutes East, 195 feet from the Northwest Corner of the SW¼ of SE¼ of Section 32, Township 15 South, Range 15 West, in Ouachita County, Arkansas; THENCE North 18 degrees East 750 feet to the Northwest Corner of tract; THENCE South 72 degrees East 337 feet to the Northeast corner of tract; THENCE South 18 degrees West 750 feet to the Southeast Corner of tract; THENCE North 72 degrees West 337 feet along the North side of gravel road to Southwest Corner of tract, or point of beginning, containing 5.80 acres.

ARKANSAS - UNION COUNTY

PARCEL 1: A parcel of land in Union County, Arkansas, being more particularly described as:

A part of the SW¼ of Section 20, Township 17 South, Range 15 West, described as follows: Commencing at the southeast corner of Lot 18, Oakridge Sub-Division No. 2, El Dorado, Arkansas, according to a plat thereof filed for record on February 29, 1956, at 1:31 P.M., and recorded in Plat Book 3, at Page 6-A of the Records in the Office of the Circuit Clerk and Exofficio Recorder in and for Union County, Arkansas, and run THENCE north along the west line of Wood Avenue, a distance of 165 feet for a point of beginning; THENCE run north along the west line of Wood Avenue a distance of 159 feet, more or less, to a point directly east of the northwest corner of Lot 21 of said Oakridge Sub-Division No. 2; THENCE run west 150 feet, more or less, to the northwest corner of Lot 21 of said Oakridge Sub-Division No. 2; THENCE run southwesterly along the west line of said Lot 21, a distance of 69.3 feet; THENCE continue south along the west line of Lot 20-A of said Oakridge Sub-Division No. 2, a distance of 69 feet; THENCE run East a distance of 150 feet, more or less, to the point of beginning.

PARCEL 2: A parcel of land in Union County, Arkansas, being more particularly described as:

Commence at the Southwest corner of Lot 4, Block 1, Harrell Addition to the City of El Dorado, Arkansas, for a point of beginning, THENCE North along the West boundary of said Lot 4 to the Northwest corner of the said Lot 4, THENCE North along the West boundary of Lot 5, Block 1, Harrell Addition to the City of El Dorado, Arkansas, to the Northwest corner of the South ½ of said Lot 5, THENCE East along the North boundary of the South ½ of said Lot 5 to the Northeast corner of the South ½ of said Lot 5, THENCE South along the East boundary of said Lot 5 a distance of 10 feet, THENCE West and parallel to the North boundary of the South ½ of said Lot 5 a distance of 122 feet, THENCE South and paralled to the West boundary of said Lot 5 to a point on the South boundary of said Lot 5, which is 10 feet East of the Southwest corner of said Lot 5, THENCE South and parallel to the West boundary of said Lot 4 to a point on the South boundary of said Lot 4, which is 10 feet East of the Southeast corner of said Lot 4, THENCE West to the point of beginning.

PARCEL 3: A parcel of land in Union County, Arkansas, being more particularly described as:

Commencing at the NW Corner of Section 33, Township 17 South, Range 15 West, run South 20 feet, THENCE South 89° 12' East, 20.55 feet to the NW corner, of Lot 24, Burns Addition to the City of El Dorado, Arkansas, THENCE South 1° 06' West along the East line of said Lot 24, Burns Addition, 169.80 feet for a point of beginning of this tract, THENCE continue South 1° 06' West along the East line of South Avenue 134.20 feet THENCE South 89° 30' East 5 feet THENCE South 24° 40' East along an existing fence 165.82 feet to the point of intersect of the fences, THENCE South 89° 11' East along a fence, 129.38 feet, to a fence corner, THENCE North 2° 27' West along the West line of Lot 25, Burns Addition, a distance of 2[illegible] feet, THENCE North 1° 30' West, 97.[illegible] feet, THENCE North 2° 01' West, 102.5[illegible] to the South line of Hillsboro Street, THENCE North 89° [illegible]' West along the South line of Hillsboro Street, 189.[illegible]0 feet to the NE Corner of Lot 24, Burns Addition THENCE South 1° 06' West along the East line of said Lot 24, [illegible] feet, THENCE South 89° 16' West 115.00 feet, to the point of beginning, and all of the lands owned by the grantors herein, or either of them, in the Burns Addition or Subdivision to the City of El Dorado, Union County, Arkansas, which said Burns Addition or Subdivision is bounded on the North by West Hillsboro Street, on the East by South Washington Avenue on the South by Cross Street and on the West by Southwest Avenue.

PARCEL 4: [illegible].00 acres, more or less, in Union County, Arkansas, being more particularly described as:

The [illegible] of the SW¼ of Section 7, Township 18 South, Range 15 West.

PARCEL 5: [illegible].75 acres, more or less, in Union County, Arkansas, being more particularly described as:

A [illegible] of the Southwest Quarter of the Southeast Quarter of Section 8, Township 17 South, Range 15 West of the Fifth Principal Meridian, described as follows: BEGINNING at the Southwest corner of the said Southwest Quarter of the Southeast Quarter and running North 417.4 feet; THENCE East 417.4 feet; THENCE South

[redacted] 608 of Photos, Page 429 [redacted]

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417.4 feet; THENCE West 417.4 feet to the place of beginning, except that part of the Southwest Quarter of the Southeast Quarter of Section 8 contained within the following parcel of land, described as commencing at the Southwest corner of said Southwest Quarter of the Southeast Quarter of said Section 8, THENCE South 88 degrees 54 minutes East, 80.2 feet, THENCE North 1 degree 06 minutes East, 274 feet to the point of beginning of said parcel, THENCE North 88 degrees 64 minutes West 150 feet, THENCE North 1 degree 06 minutes east 150 feet, THENCE south 88 degrees 54 minutes east 150 feet, THENCE South 1 degree 06 minutes West 150 feet to the point of beginning. Subject to an easement to Arkansas Natural Natural Gas Corporation dated November 7, 1928, and recorded in Book 285 at page 53 of the records of Union County, Arkansas. Subject to all public and private roads and easements. Reserving to the grantor an access roadway 50 feet wide as the same now is located in and across said premises. Also reserving to the grantor the exclusive right to produce water from any horizon lying under said premises at and below a depth of 350 feet below the surface. Excepting outstanding mineral rights to third parties, being part of the same property acquired by the United States of America under deed dated July 23, 1942, executed by H. C. White and Mozelle White, his wife, recorded in Book 449 at page 212 of the records in the office of the Recorder of the county aforesaid in which said lands are situated.

PARCEL 6: 3.00 gross acres, more or less, in Union County, Arkansas, being more particularly described as:

Commencing at the Southwest corner of the SE¼ of NE¼ of Section 1, Township 18 South, Range 16 West, and run THENCE East 407 feet to the El Dorado and Wesson Railroad right of way, THENCE Northeasterly along said right of way 525 feet, THENCE West 65 degrees South 750 feet, THENCE South 18 feet to place of beginning. There is reserved from the effect of this deed all of the oil, gas, and minerals in and under the above described lands.

PARCEL 7: A parcel of land in Union County, Arkansas, being more particularly described as:

Being 28 acres, more or less, out of the North 30 acres of the SE¼ of the NE¼ of Section 20, Township 16 South, Range 15 West, and described in metes and bounds as follows:

BEGINNING at the Northwest corner of said SE¼ of the NE¼ of Section 20, Township 16 South, Range 15 West, THENCE East 1220 feet to the corner on West line of the M.P.R.R. Company's right of way; THENCE southeast around curve with said right of way line, 578 feet to a corner; THENCE North 70 W. 5 feet to a corner; THENCE S. 23 W. 108 feet to a corner; THENCE S. 68 E. 90 feet to corner of lot heretofore leased to Humphreys Oil Company for office; THENCE S. 23 W. 50 feet to another corner of said on El Dorado and Miller's Bluff Road; THENCE N. W. 90 feet to a corner; THENCE S. 23 W. 93 feet to corner on the North line of Thompkins one-half acre tract; THENCE 68 W. along North line of said one-half acre 30 feet to its Northwest corner; THENCE S. 28 W. 292 feet to corner on the South line of the North 30 acres of the said SE¼ of the NE¼ of said Section 20; THENCE West 1107 feet to the Southwest corner of the said North 30

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acres; THENCE North 990 feet along the West line of said North 30 acres to the place of beginning, and containing 28 acres, more or less.

PARCEL 8: 40.00 gross acres, more or less, being the NE¼ NE¼ Section 6, Township 17 South, Range 13 West in Union County, Arkansas.

PARCEL 9: A parcel of land in Union County, Arkansas, being more particularly described as:

BEGINNING at the Northwest corner of Lot 1 in the NW¼ of Section 18, Township 18 South, Range 17 West, run THENCE South 85° 44' East 373.37 feet, THENCE South 0° 23' West 130 feet, THENCE South 87° 37' West 373 feet, THENCE North 0° 23' East 175 feet to the point of beginning.

PARCEL 10: A parcel of land in Union County, Arkansas, being more particularly described as:

The S½ of Lot 5 of the NW¼ and the S½ of Lot 3 of the SW¼ all in Section 18, Township 18 South, Range 17 West.

PARCEL 11: 4.36 gross acres, more or less, in Union County, Arkansas, being more particularly described as:

Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 23, Township 16 South, Range 14 West, Union County, Arkansas, and run THENCE East 420.0 feet, THENCE run North 2,055.1 feet for a point of beginning of this said point being at the low water level line on the right bank of the Ouachita River, and run THENCE South 41 degrees 30 minutes West 530.0 feet, THENCE run South 300.00 feet, THENCE run East 650.00 feet, THENCE run North 650.00 feet to the point of beginning, 4.36 acres, more or less.

PARCEL 12: 42.913 gross acres, more or less, in Union County, Arkansas, being more particularly described as:

A lot in the NE¼ of Section 23, Township 16 South, Range 14 West, being 120' by 120' and being the same land as was deeded J. M. McCain to the State of Arkansas, by deed dated the 22nd day of June, 1914, and recorded in Record Book 40, at page 227 of the Deed Records of Union County, Arkansas.

PARCEL 13: 9.85 gross acres, more or less, in Union County, Arkansas, out of Tracts One and Two, being more particularly described as:

TRACT 1: Commencing at the NW corner of Lot 4 in the NW¼ Section 2, T 16 W, R 16 W, Union County, Arkansas, THENCE East along the North line of said Lot 3 a distance of 390 feet, to an iron pipe for point of beginning of this tract; THENCE South 7 degrees, 35 minutes East, a distance of 400 feet, THENCE South 34 degrees 19 minutes East, a distance of 205 feet, to a point 40 feet from the center line of the Camden-Smackover concrete highway, THENCE South 84 degrees 10 minutes East along the North line of the concrete highway, a distance of 91 feet, THENCE North 1 degree 00 minutes West, a distance of 240 feet, THENCE North 83 degrees, 26 minutes East 49.3 feet, THENCE South 83 degrees, 34 minutes East, a distance of 100 feet,

THENCE North 6 degrees 36 minutes East, a distance of 239.5 feet, to an intersection with the South Boundary of the Missouri Pacific Railroad, THENCE North 72 degrees 00 minutes West along the South Boundary of the Missouri Pacific Railroad, and at a distance of 50 feet from the center line of the Main Line track, a distance of 340 feet, to an intersection with the North Line of Lot 3 in the NW¼ Section 2, T 16 S, R 16 W, THENCE due West to the point of beginning a distance of 109.5 feet, containing 3.57 acres, more or less.

TRACT TWO: Commencing at the NW corner of Lot 3 in the NW¼ of Section 2, T 16 S, R 16 W; run THENCE East along the North Line of said Lot 3, a distance of 390 feet to an iron pipe for the point of beginning of this tract; THENCE North 7 degrees 35 minutes West a distance of 40 feet more or less to an intersection with the South right of way line of the Missouri Pacific Railroad; THENCE South 72 degrees 00 minutes East along the said South railroad right of way line a distance of 122 feet, more or less, to an intersection with the North line of Lot 3 of the NW¼ of said Section 2; THENCE West 109.5 feet to the point of beginning, containing .05 acres, more or less.

COLORADO - MORGAN COUNTY

PARCEL 1: 840.54 gross acres, more or less, in Morgan County, Colorado, being more particularly described as:

Township 2 North, Range 57 West, 6th P.M.
Section 7: E½, E½SE¼SW¼ and a tract of land in the W½ of Section 7 described as follows: BEGINNING at a point on the North-South center line of Section 7 lying 1,065 feet South of the North Quarter Corner of said Section 7, THENCE West a distance of 66 feet to a point; THENCE South parallel to said center line a distance of 355 feet to a point; THENCE East a distance of 66 feet to a point on said center line; THENCE North along said center line a distance of 355 feet to the point of beginning; containing one-half acre, more or less.
Section 17: NW¼
Section 18: E½, NE¼NE¼NW¼, E½SE¼NE¼NW¼, E½NE¼SE¼NW¼

COLORADO - WASHINGTON COUNTY

PARCEL 1: 0.43 gross acres, more or less, in Washington County, Colorado, being more particularly described as:

That part of the Southwest Quarter of Section 20, Township One South, Range Fifty-six West of the 6th P.M. described as BEGINNING at the SW corner of the SW¼ of said Section 20; THENCE East along the South line of said Section 20 a distance of 2125 feet; THENCE North at right angles to said South line of Section 20 a distance of 37 feet to the point of beginning; THENCE East along a line parallel to the South line of said Section 20 a distance of 150 feet; THENCE North on a right angle 125 feet; THENCE West along a line parallel to the South line of said Section 20 a distance of 150 feet; THENCE South on a

right angle 125 feet to the point of beginning, and containing 0.43 acres of land, more or less.

PARCEL 2: 0.86 gross acres, more or less, in Washington County, Colorado, being more particularly described as:

Township 1 South, Range 56 West
Section 34: A part of the NE¼NE¼ described as follows: Commence at the Northeast corner of Section 34, Township 1 South, Range 56 West, Washington County, Colorado, and run THENCE West on the North line of said Section 34, 429.6 feet; THENCE South 39° 27' East 929.6 feet, to an iron pipe west of a power line as now located, which is the point of beginning; THENCE West 250 feet to an iron pipe; THENCE South 150 feet to an iron pipe; THENCE East 250 feet to an iron pipe; THENCE North 150 feet to the point of beginning, containing approximately 0.86 acres.

PARCEL 3: 2.00 acres, more or less, in Washington County, Colorado, being particularly described as:

BEGINNING at the center line of a [illegible] roads which is the [illegible]section corner common to Sect[illegible] Thirty-One and Thirty-Two, Township One South, R[illegible] Fifty-Six West, and [illegible]ections Five and Six, Townsh[illegible]wo South, Range Fifty-Six West, THENCE North (0°-0[illegible]ero degrees and zero minutes, (660.0') six hundr[illegible]xty feet along the center line of a County road, [illegible]E (S [illegible]°-49'W) South eighty-nine degrees forty-[illegible] minutes West, ([illegible]') forty and seven tenths f[illegible]o the point of beginning.

From this point of BEGINNING, [illegible] (S 89°-49'W) South eighty-nine degrees forty-[illegible] minutes West, ([illegible]') two hundred seventy-six seven tenths feet, THENCE (N 0°-11'W) North [illegible]egrees eleven minutes West, (314.85') three hu[illegible] fourteen and eighty-five hundredths feet, THENCE [illegible]9°-49'[illegible]) North eighty-nine degrees forty-nine minu[illegible] East, 276.7') two hundred seventy-six and seven t[illegible]hs feet, THENCE (S [illegible]-11'E) South zero degrees el[illegible]n minutes East, (31[illegible]5') three hundred fourteen [illegible]nd eighty-five hun[illegible]edths feet to the point of begi[illegible]ng.

The above described tract of land [illegible]tains (2.0) two Acres, in the (SE NE SE) Southe[illegible] Quarter of the Northeast Quarter of the Southeast [illegible]ter of [illegible]ection Twenty-One, Township One South, R[illegible] Fifty-[illegible]x West of the Sixth Principal Meridian, [illegible]ington [illegible]ounty, Colorado.

COLORADO - [illegible] CONT'D

PARCEL 1: 99 gross acres, more or less, in Weld [illegible]nty, Colorado, being particularly described as:

Township 7 North, Range 59 West, 6th [illegible] M.
Section 35: A part of the SW¼ [illegible] described as follows: Commencing [illegible]t a point from whence the Southeast [illegible]rner of [illegible]he SW¼ of Section 35, Townsh[illegible] 7 North Range 59 West, 6th P.M., b[illegible] South [illegible]° 45'

[illegible] 377 [illegible]

East 1487.3 feet, which point is the point of beginning; THENCE North 4° 00' West 115 feet; THENCE South 86° 00' West 189 feet; THENCE South 4° 00' East 115 feet; THENCE North 86° 00' East 189 feet to the point of beginning, containing approximately 0.499 acres.

PARCEL 2: 1280.00 gross acres, more or less, in Weld County, Colorado, being more particularly described as:

Township 1 North, Range 61 West, 6th P.M.
Section 1: W½
Township 2 North, Range 61 West, 6th P.M.
Section 35: N½
Section 36: All

COLORADO - JACKSON COUNTY

PARCEL 1: 10.00 gross acres, more or less, in Jackson County, Colorado, being more particularly described as:

Commencing at the quarter corner common to Section 23 and 26 in Township 10 North, Range 79 West 6th P.M., THENCE North eighty-eight (88) degrees and eighteen (18) minutes West for a distance of one thousand three hundred thirty-three and three tenths (1333.3) feet; THENCE South one (1) degree and thirty-eight (38) minutes West for a distance of one thousand three hundred sixty-four and two tenths (1364.2) feet to a point of beginning: from this point as a starting point of the land herein conveyed THENCE East four hundred forty (440) feet; THENCE South nine hundred ninety (990) feet; THENCE West four hundred forty (440) feet; THENCE North nine hundred ninety (990) feet to the point of beginning.

LOUISIANA - LINCOLN PARISH

PARCEL 1: 27.26 gross acres, more or less, in Lincoln Parish, Louisiana, being more particularly described as:

A strip of land 150 yards wide, and of equal width, off of the East side of W½ of SW¼ of Section 26, Township 20 North, Range 4 West, containing 27.26 acres, more or less.

TEXAS - BRAZORIA COUNTY

PARCEL 1: 68.3 gross acres, more or less, located in Brazoria County, Texas, being more particularly described as:

Being 68.3 acres, more or less, out of the I. Keep League, Abstract 79, being a part of Tract 14, of the Folman Subdivision of a portion of said League, and described more fully in that deed dated August 17, 1953, from Cleveland Davis, et al, to J. S. Abercrombie Company, recorded in Vol. 571, Page 287, Deed Records of Brazoria County, Texas.

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TEXAS - CHEROKEE COUNTY

PARCEL 1: 244.4 gross acres, more or less, in Cherokee County, Texas, being more particularly described as:

244.4 acres of land, a part of the A. Pratt survey, about two miles N.W. of Rusk, Cherokee County, Texas, being the same land conveyed to H. G. Guinn by Frank B. Guinn, by deed dated September 27, 1905, recorded in Vol. 33, Pages 557, 558 and 559, in the Deed Records of Cherokee County, Texas, and is described by metes and bounds as follows: BEGINNING at the N.W. corner of a tract of 1[illegible] acres conveyed by Mrs. S. J. Guinn to F. B. Guinn and H. G. Guinn February 1, 1898, and N.E. corner of a tract of 42 acres conveyed to F. B. and H. Guinn by T. G. Simpson and wife, a P. O. 6" dia. brs. S. 30 E. 5 vrs., a P. O. 10" dia. brs. S. 5[illegible]. 6 vrs.; THENCE East with the N. B. line of said 192.4 acre tract, said being N. B. line of said A. Pratt Survey, at 600 vrs. passing the NE corner of said 192.4 acre tract at the N.W. corner of a tract of [illegible] acres conveyed to F. and H. G. Guinn by W. A. Shirrell and wife, at 7[illegible]rs. N.E. corner of said tract of 10 acres; THENCE South with the E. B. line of said 10 acre tract 332 vrs. to the S.E. corner of same; THENCE West 170 vrs. to the S.W. corner of said 10 acre tract; THENCE South with the E. B. line of said 192.4 acre tract 1138 vrs. to the S.E. corner of same; THENCE West 905 vrs. to the S.W. corner of the W. B. Line of the Pratt Survey; THENCE North at 670 vrs. to the S.W. corner of a 42 acre tract at 1470 vrs. N.W. corner of same, THENCE East 305 vrs. to the place of beginning, containing 24[illegible] acres, more or less.

TEXAS - FISHER COUNTY

PARCEL 1: 156.00[illegible]s acres, more or less, in Fisher County Texas, being more p[illegible]ularly described as:

B[illegible] all of that part of the [illegible].B. & C. [illegible]R. Co. Si[illegible] No. 203 in Fisher County, [illegible]as, described as follows, to-wit:

FIRST TRACT: BEGINNING at the [illegible].E. cor. of Sec. No. 203; THENCE S. 89" 10' W. with [illegible] S. line of said Sur. 297.1 vrs. to corner; THENCE N. 50-10 W. 950 vrs. to the N. line of the S.E. ¼ of said Survey; THENCE N. 89" 10' E. 297.1 vrs. to the E. boundary line of said survey; THENCE S. 50" E. with the E. boundary line of said survey; 950 vrs. to the p[illegible] of beginning, containing 50 acres of land, more or less, and being the same land described in the deed from E. E. Hiddon wife, to C. H. Lowe, recorded in Vol. [illegible], page [illegible] Fisher County Deed Records, reference to.

SECOND TRACT: 110 acres of land, more or less, out of the [illegible]d Survey, meted and bounded as follows: BEGINNING at a point in the S. line of said sur. [illegible]297.1 vrs. W. of its S.E. cor. same being the S.W. cor. of First Tract; THENCE W. with the S. of said sur. s. to cor.; THENCE N. 950 vrs. to corner; THENCE [illegible] vrs. to the N.W. cor. of First Tract; S. 950 vrs. to the place of BEGINNING, containing hereinabove described contains 160 acres of land, more or less, save and except the two 4 acre tracts out of the [illegible], meted and bounded as follows: that E. cor. of said survey; THENCE N. with the S. of said survey 416 ft. to cor.; THENCE N. 416 ft.

to cor.; THENCE E. 416 ft. to Cor.; THENCE S. 416 ft. to the place of beginning, containing 4 acres of land, and being the same tract described in deed from W. J. Wright and wife, to County School Trustees, recorded in Vol. 45, page 583, Fisher Co. Deed Records here referred to.

TEXAS - LIMESTONE COUNTY

PARCEL 1: 3.00 gross acres, more or less, in Limestone County, Texas, being more particularly described as:

Being 3 acres, more or less, out of the J. O. Stephens 65 acre farm and more particularly described as follows: BEGINNING at a point where the East line of the right of way of the T. & B. V. R. R. intersects the North line of said J. O. Stephens 65 acre farm. THENCE N 55 E 100 feet. THENCE in a Southerly direction paralleling the T. & B. V. R. R. right of way 1199 feet to the South line of J. O. Stephens 65 acre tract. THENCE S. 55 W. 100 feet to railroad right of way. THENCE in a Northwesterly direction following the East line of the T. & B. V. R. R. right of way 1199 feet to the place of beginning. Reserving, however, from the above tract all oil, gas and minerals in and under said land.

TEXAS - SCURRY COUNTY

PARCEL 1: 7.63 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

Land included in this sale is 7.63 acres, being a part of a 14.18 acre tract purchased from J.C. Wilson et ux, which land is described as follows: "Starting at the joint corner for Sections 182, 183, 196 and 197, Block 97, H&TC RR Co. Survey, Scurry County, Texas. Run THENCE East along the boundary line between Sections 183 and 196 at a distance of 455 feet to the point and place of beginning for this tract; Run THENCE East along said boundary line 825 feet; THENCE South 375 feet; THENCE West 610 feet; THENCE North 180 feet; THENCE West 90 feet; THENCE South 180 feet; THENCE West 270 feet; THENCE North 22 feet; THENCE West 24 feet; THENCE North 84 feet; THENCE West 86 feet; THENCE South 10 feet; THENCE West 40 feet; THENCE North 10 feet; THENCE West 16 feet; THENCE North 74 feet; THENCE East 311 feet; THENCE North 195 feet to the point and place of beginning. Containing 7.63 acres, more or less."

PARCEL 2: 97.82 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

TRACT NO. 1: Commencing at a 3/4" Iron Pipe N. 0° 26' E. 1957.3' from the SE Corner of Section 182, Block 97, H & TC RR Company Survey, Scurry County, Texas, set at the common corner of Surveys 178, 179, 182 and 183 of H & TC RR Company Survey, Scurry County, Texas, to the place of beginning the point set for the SE Corner of this tract: THENCE N. 89° 49' W. 712.9' to an Iron Pin; THENCE N. 0° 26' E. 478.3' to an Iron Pin; THENCE S. 89° 49' E. 712.9' to an Iron Pin; THENCE S. 0° 26' W. 478.3' to the place of beginning; and containing 7.828 acres, more or less.

TRACT NO. 2: Commencing at a 3/4" Iron Pipe N. 0° 26' E. 1823.3' and N. 89° 49' W. 879.6' from the SE Corner of Section 182, Block 97, H & TC RR Company Survey, set at the common corner of Surveys 178, 179, 182 and 183 of H & TC RR Company Survey, Scurry County, Texas, to the place of beginning the point set for the SE Corner of this tract: THENCE N. 89° 49' W. 1582.9' to an Iron Pin; THENCE N. 0° 26' E. 854.2' to an Iron Pin; THENCE S. 89° 49' E. 1109.9' to an Iron Pin; THENCE S. 0° 26' W. 241.9' to an Iron Pin; THENCE S. 89° 49' E. 473' to an Iron Pin; THENCE S. 0° 26' W. 52.3' to an Iron Pin; THENCE N. 89° 49' W. 400' to an Iron Pin; THENCE S. 0° 26' W. 400' to an Iron Pin; THENCE S. 89° 49' E. 400' to an Iron Pin; THENCE S. 0° 26' W. 160' to the place of beginning, and containing 24.39 acres, more or less.

TRACT NO. 3: Commencing at a 3/4" Iron Pipe N. 0° 26' E. 833.3' and N. 89° 49' W. 1930.0' from the SE Corner of Section 182, Block 97, H & TC RR Company Survey, Scurry County, Texas, set at the common corner of Surveys 178, 179, 182 and 183 of H & TC RR Company Survey, Scurry County, Texas, to the place of beginning the point set for the SE Corner of this tract: THENCE N. 89° 49' W. 600' to an Iron Pin; THENCE N. 0° 26' E. 990' to an Iron Pin; THENCE S. 89° 49' E. 600' to an Iron Pin; THENCE S. 0° 26' W. 990' to the place of beginning, and containing 13.602 acres, more or less.

TRACT NO. 4: Commencing at a 3/4" Iron Pipe N. 0° 26' E. 677.5' and N. 89° 49' W. 2310.5' from the SE Corner of Section 182, Block 97, H & TC RR Company Survey, Scurry County, Texas, set at the common corner of Surveys 178, 179, 182 and 183 of H & TC RR Company Survey, Scurry County, Texas, to the place of beginning the point set for the SE Corner of this tract: THENCE N. 89° 49' W. 93.0' to an Iron Pin; THENCE N. 0° 26' E. 158.7' to an Iron Pin; THENCE N. 89° 49' W. 1480' to an Iron Pin; THENCE N. 0° 26' E. 510.0' to an Iron Pin; THENCE S. 89° 49' E. 1480' to an Iron Pin; THENCE S. 0° 26' W. 1668' to the place of beginning, and containing 51.651 acres, more or less.

PARCEL 3: 2.00 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

BEGINNING at the common corner for Sections 181, 182, 197 and 198, H&TC RR Co., Block 97, Scurry County, Texas; Run THENCE West along the Section line between said Sections 181 and 198 a distance of 386.5 feet; THENCE North parallel to East boundary line of said Section 198, 126.5 feet to an iron stake for the Southeast corner and the beginning point of this tract; THENCE North 0 degrees 26' 30" East 208.71 feet to an iron stake for the Northeast corner of this tract; THENCE North 89 degrees 49' West 417.42 feet to an iron stake for the Northwest corner of this tract; THENCE South 0 degrees 26' 30" West 208.71 feet to an iron stake for the Southwest corner of this tract; THENCE South 89 degrees 49' East 417.42 feet to the point of beginning, and containing 2.00 acres, more or less.

PARCEL 4: 7.63 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

Land included in this sale is 7.63 acres, being a part of a 14.18 acre tract purchased from J. C. Watson et ux, which land is described as follows: "Starting at

the joint corner for Sections 182, 183, 196 and 197, Block 97, H&TC RR Co. Survey, Scurry County, Texas. Run THENCE East along the boundary line between Sections 183 and 196 at a distance of 455 feet to the point and place of beginning for this tract; Run THENCE East along said boundary line 825 feet; THENCE South 375 feet; THENCE West 610 feet; THENCE North 180 feet; THENCE West 90 feet; THENCE South 180 feet; THENCE West 270 feet; THENCE North 22 feet; THENCE West 24 feet; THENCE North 84 feet; THENCE West 86 feet; THENCE South 10 feet; THENCE West 40 feet; THENCE North 10 feet; THENCE West 16 feet; THENCE North 74 feet; THENCE East 311 feet; THENCE North 195 feet to the point and place of beginning. Containing 7.63 acres more or less."

PARCEL 5: 58.00 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

Being 58 acres more or less out of the NE¼ of Section 99, Block 25, H&TC Ry. Company Survey, and more particularly described as follows: BEGINNING at a point in the north line of said Sec. 99, which point is west a distance of 45.0' from the NE corner of said Sec. 99; THENCE: S 3 deg. 21' W along the west right of way of a State Farm Road No. 1610, a distance of 660.5 feet to a point; THENCE S 1 deg. 22' W along same right of way line, a distance of 839.5 feet to a point; THENCE West a distance of 1684.0' to a point; THENCE North a distance of 1500.0' to a point in the NL of said Sec. 99; THENCE East along the said NL of said Sec. 99, a distance of 1684.0' to the point of beginning.

PARCEL 6: 5.00 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

Being 5 acres more or less, out of the NE¼ of Sec. 125, Blk. 25, H&TC Ry. Co. Survey, and more particularly described by metes and bounds as follows: BEGINNING at a point in the NL of said Sec. 125 which point is 20' west of the NE corner of Sec. 125; THENCE West along the north line of Sec. 125 a distance of 467.0 feet to a point; THENCE South a distance of 467.0 feet to a point; THENCE East a distance of 467.0' to a point; THENCE North a distance of 467.0 feet to the point of beginning.

PARCEL 7: 42.847 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

BEGINNING at a point in the center of Farm Road No. 1606 for the common corner of Sections 178, 179, 182 and 183 being also the S.E. corner of this tract all in Block 97, H & TC R.R. Company Survey, Scurry County, Texas; THENCE N 89° 49' W, with the South line of Section 182, 2462.5 feet to an iron pipe for the S.W. corner of this tract; THENCE N 0° 26' E 833.3 feet to an iron pipe for the N.W. corner of this tract; THENCE S 89° 49' E 1962.5 feet to a point for the most Northerly N.E. corner of this tract; THENCE S 0° 26' W 371.1 feet to a point for an interior corner of this tract; THENCE S 89° 49' E 500.0 feet to a point in the East line of Section 182 for the most Easterly N.E. corner of this tract; THENCE S 0° 26' W, with the East line of Section 182, 462.2 feet to the place of beginning containing 42.847 acres of land, more or less.

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PARCEL 8: 10.17 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

BEGINNING at a 3/4" Iron Pipe N. 0° 26' E. 1823.3' and N. 89° 49' W. 610.0' from the S.E. Cor. of Sec. 182, Block 97, H. & T. C. RR Survey, Scurry County, Texas, set for the NE Cor. of the Lion Oil Co. Plant Site and the SE Cor. of this survey; THENCE N. 89° 49' W., 269.9' to an Iron Pin; THENCE N. 0° 26' E., 612.3' to an Iron Pin; THENCE N. 89° 49' W., 473.0' to an Iron Pin; THENCE N. 0° 26' E., 241.9' to an Iron Pin; THENCE S. 89° 49' E., 1352.6' to an Iron Pin; THENCE S. 0° 26' W., 241.9' to an Iron Pin, THENCE N. 89° 49' W., 712.9' to an Iron Pin; THENCE S. 0° 26' W., 478.3' to an Iron Pin; THENCE S. 89° 49' E., 102.9' to an Iron Pin; THENCE S. 0° 26' W., 134.0' to an Iron Pin, the point of beginning, containing 10.17 acres, more or less.

PARCEL 9: 50.00 gross acres, more or less, in Scurry County, Texas, being more particularly described as:

Commencing at the common corner f[illegible] rveys [illegible]8, 179, [illegible]lock [illegible] Scurry [illegible]ng the [illegible]undary [illegible]tance [illegible] 462.2 [illegible]inning. THENCE [illegible] Survey 182 and [illegible]West parallel to [illegible]82 a distance of [illegible]o the Eastern [illegible] of 13[illegible]0 feet; [illegible]oundar[illegible]line of [illegible]; THEN[illegible] South [illegible]f Surv[illegible] 182 a [illegible]aralle[illegible] to the [illegible] a dis[illegible]nce of [illegible]o the Eastern [illegible] of 371.1 feet; [illegible]undary line of [illegible] the p[illegible]int and [illegible], more[illegible]r less, [illegible]id Su[illegible]y 182.

TEXAS - VICTORIA COUNTY

PARCEL 1: 0.50 gro[illegible] acres, more or less, in Victoria County, Texas, being more particularly described as:

(a) Lot[illegible] 5 & 6 of Block #1 of the Bro[illegible]ddition in the Bloo[illegible]ington Townsite; and

(b) Lot[illegible] 3 & 4 of Block #1 of the Bro[illegible]ddition in the Bloo[illegible]ington Townsite; and

(c) The [illegible]hole of Lot No. eleven (11) in [illegible]k No. [illegible]e (1), in the Page-Givens-Stubblefield Ad[illegible]on to [illegible] Town of Bloomington, in Victoria County, Texas, [illegible]rding to the map and plat of said Addition [illegible]f record [illegible] Vol. 6[illegible]e 136½ of the Deed Records of Victoria [illegible]nty, Texas, to which reference is here[illegible]le in aid of description and for all pertinent purposes; and being further described as the same lot [illegible] Land [illegible]eyed to A. Lawrence by H. J. Hauch[illegible]by d[illegible]dated Dec[illegible]6, 1912 of record in Vol. 7[illegible]age [illegible] Deed Records of Victoria County, Texas, [illegible] which [illegible]d and its record reference is made in aid of description and for all other pertinent purposes.

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TEXAS - WALLER COUNTY

PARCEL 1: 10.00 gross acres, more or less, in Waller County, Texas, being more particularly described as:

TRACT NO. 1: Centerline description of a 20-foot-wide pipeline right of way through the Exxon Corporation et al 40-acre tract: Being the Southeast ¼ of the Southeast ¼ of Section 109, Block "L", H&TC RR. Company Survey, A-171, Waller County, Texas: BEGINNING at a point in the fence along the north line of the County road along the south line of the H&TC RR. Company Survey, A-171, and the south line of the Exxon Corporation et al tract of land, said point being a distance of 56 feet - S89°33'W along said fence from its intersection with the fence along the west line of the County road along the east line of said H&TC RR. Company Survey; THENCE N46°27'W a distance of 20 feet to an angle point; THENCE N0°17'W a distance of 152 feet to an angle point; THENCE S88°40'W a distance of 120 feet to a point in the east line of Lone Star Gas Company's Lot for the end of the route herein described.

TRACT NO. 2: Centerline description of a 20-foot-wide pipeline right of way through the Exxon Corporation et al 11.98-acre tract in the H&TC RR. Company Survey, A-202, Waller County, Texas: BEGINNING at a point in the fence along the north line of said 11.98-acre Exxon Corporation et al tract of land and a south line of the Cecil Beckendorff tract of land, said point being a distance of 134 feet North 89° 33' East along and with said fence from its intersection with the fence along the East line of the county road along the West line of said 11.98-acre tract; THENCE South 46° 27' East a distance of 235 feet to an angle point; THENCE South 0° 15' East a distance of 1,248 feet to a point in the fence along the South line of said 11.98-acre tract and a North line of said Cecil Beckendorff tract, said point being South 89° 33' West along and with said fence a distance of 70 feet from the fence corner at the southeast corner.

PARCEL 2: 320.00 gross acres, more or less, in Waller County, Texas, being more particularly described as:

The surface estate only in three hundred and twenty (320) acres of land, more or less, being the West one-half (W/2) of Section No. 110, Block 1, H.&T.C. R.R. Company Survey, Abstract No. 332, Certificate No. 255, Waller County, Texas, patented by the State of Texas to E.S. and D. Arwine.

PARCEL 3: 11.98 gross acres, more or less, in Waller County, Texas, being more particularly described as:

BEGINNING at a point in the West fence line of the A.W. Robertson 640 acre tract, said point being S. 0°50' E. 160.5' from the NW fence corner of same and on the East side of graded county road. THENCE, S. 0°50' E. along the W. line of the A. W. Robertson tract as fenced, a distance of 1410.0' in the SW corner of the herein described tract, said corner being on the East side of the road from the 280' South of the SE corner of the existing Katy Gasoline Plant Campsite; THENCE N. 89°10'E. at right angles to the W. line of the said A. W. Robertson 640 acre tract a distance of 370.0' to the SE corner of the herein described tract; THENCE N. 0°50'W. parallel he W. line of the A. W. Robertson 640 acre tract a tance

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of 1410.0' to the NE corner of the herein described tract; THENCE, S. 89°10' W. 370.0' to the place of beginning and containing 11.98 acres of land more or less.

PARCEL 4: 60.00 gross acres, more or less, in Waller County, Texas, more particularly described as:

TRACT ONE: Twenty (20) acres of land lying East of and adjoining that certain 20-acre tract that was conveyed to Humble Oil & Refining Company by that certain deed dated July 27, 1942, executed by Ruby Blake Hargrave and husband, and recorded in Volume 87, page 221 of the Deed Records of Waller County, Texas, and being more particularly described as follows: BEGINNING at the Northeast corner of the before mentioned Humble Oil & Refining Company 20-acre tract; THENCE South along the East boundary line of such 20-acre tract 1320 feet to the Southeast corner of such 20-acre tract; THENCE East along a line parallel with the North line of said Section 110, 660 feet; THENCE North along the East line of said Section 110, 1320 feet; THENCE West along the North line of said Section 110, 660 feet to the place of beginning, and containing 20 acres of land.

TRACT TWO: Forty (40) acres of land lying South of and adjoining that certain 40-acre tract that was conveyed to Humble Oil & Refining Company by that certain deed dated November 21, 1941 executed by Ruby Blake Hargrave and husband, and recorded in Volume 85, page 31 of the Deed Records of Waller County, Texas, and being more particularly described as follows: BEGINNING at the Southeast corner of the before mentioned Humble Oil & Refining Company 40-acre tract; THENCE West along the South boundary line of such 40-acre tract 1320 feet to the Southeast corner of such 40-acre tract; THENCE South along a line parallel with the East line of said Section 110, 1320 feet; THENCE East along a line parallel with the North line of said Section 110, 1320 feet to the place of beginning, and containing 40 acres of land.

TEXAS - WINKLER COUNTY

PARCEL 1: A parcel of land in Winkler County, Texas, being more particularly described as:

TRACT ONE: Starting at the most southerly corner of Section 43, Block B-5, Public School Lands; THENCE north 17 degrees and 44 minutes west along southwest boundary line of said Section 43, 1320 feet to point of beginning; THENCE north 52 degrees and 16 minutes east 400 feet; THENCE south 17 degrees and 44 minutes east 100 feet; THENCE north 72 degrees and 16 minutes east 400 feet; THENCE north 17 degrees and 44 minutes west 100 feet; THENCE north 76 degrees 30 minutes east 400 feet; THENCE north 17 degrees 44 minutes west 100 feet; THENCE south 76 degrees 30 minutes west 400 feet; THENCE north 17 degrees and 44 minutes west 300 feet; THENCE south 72 degrees and 16 minutes west 600 feet; THENCE south 17 degrees and 44 minutes east 820 feet; THENCE south 52 degrees and 16 minutes west 400 feet; THENCE south 17 degrees and 44 east 100 feet to point of beginning, Winkler County, Texas.

TRACT TWO: A strip of land 50 feet wide out of Sections 42 and 43, Block B-5, Public School Lands, Winkler County, Texas, described as follows: Starting at the southern corner of Section 41, Block B-5, Public School Lands, Winkler County, Texas; run THENCE north 17 degrees 44 minutes west 1040 feet with the southwest line of said Seciton 41 to point of beginning; THENCE south 59 degrees 17 minutes west 300.8 feet; THENCE south 34 degrees 45 minutes west 275.4 feet; THENCE south 41 degrees 58' west 301.7 feet; THENCE south 34 degrees 25 minutes west 186.1 feet; THENCE south 37 degrees 31' west 381.1 feet; THENCE south 37 degrees 32 minutes west 218.7 feet; THENCE south 25 degrees 12 minutes west 279.5 feet; THENCE south 69 degrees 36 minutes west 271.9 feet; THENCE north 70 degrees 53 minutes west 310.1 feet; THENCE north 67 degrees 28 minutes west 277.2 feet; THENCE south 69 degrees 43 minutes west 308.0 feet; THENCE south 51 degrees 52 minutes west 197.9 feet; THENCE north 88 degrees 40 minutes west 188.8 feet; THENCE south 41 degrees 57 minutes west 460.6 feet; THENCE south 57 degrees 11 minutes west 294.1 feet; THENCE south 79 degrees 03 minutes west 409.8 feet; THENCE south 79 degrees 52 minutes west 204.2 feet; THENCE south 84 degrees 05 minutes west 275.3 feet; THENCE north 75 degrees 20 minutes west 232.1 feet; THENCE north 83 degrees 14 minutes west 913.3 feet; THENCE north 83 degrees 24 minutes west 229.4 feet; THENCE north 82 degrees 22 minutes west 397.4 feet; THENCE north 65 degrees 34 minutes west 288.6 feet; THENCE north 87 degrees 16 minutes west 811.5 feet; THENCE north 84 degrees 38 minutes west 902.4 feet; THENCE north 80 degrees 54 minutes west 958.3 feet; THENCE north 82 degrees 16 minutes west 530.5 feet to a northeast boundary line of Tract One, heretofore described; THENCE north 17 degrees 44 minutes west with the northeast boundary line of said tract No. I, 51 feet; THENCE following the meanderings of the line established by the calls describing this tract of land, as hereinbefore stated, and 50 feet therefrom at all points back to the southwesterly boundary line of said Section 41, Block B-5, Public School Lands, Winkler County, Texas; THENCE south 17 degrees 44 minutes east 51.3 feet to point of beginning.

PARCEL 2: 1847.00 gross acres, more or less, in Winkler County, Texas, more particularly described as:

The East seven-eighths (7/8) of Section 5; all of Section 6; and the north half (N/2), the southwest quarter (SW/4) and the north half of the southeast quarter (N/2 of the SE/4) of Section 8; all in block C-23, Public School Land Surveys, Winkler County, Texas.

PARCEL 3: 80.00 gross acres, more or less, in Winkler County, Texas, more particularly described as follows:

The south half of the southeast quarter (S½ of the SE¼) of Section 8, Block C-23, Public School Land Surveys, Winkler County, Texas.

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BOOK 783 PAGE 621

EXHIBIT "C"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

BUILDINGS AND STRUCTURES

Shuler Unit Office
Route 6, Box 157
El Dorado, Arkansas 71[illegible]

Cottage Grove Office
Route 1, Box 318
Highway 160W
Benton, Louisiana 7100[illegible]

Baytown Office
Tri-City Beach Road
Baytown, Texas 77520

Gas Plant Office
FM 1606
Snyder, Texas 79549

Diamond "M" Unit Office
Route 1, Box 255
Snyder, Texas 77549

Lysite Office and Warehouse
Fremont County, Wyoming

University Lease Field Office
Andrews County, Texas

BOOK 783 PAGE 622

EXHIBIT "D"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

OFFICE LEASES

Bay City Office & Yard
Box 1367
West Columbia Highway
Bay City, Texas 77414

Casper Office
Energy II Building
951 West Werner Court
Suite 330
Casper, Wyoming 82601

Denver Office
700 S. Colorado Boulevard
Suite 500
Denver, Colorado 80222

Midland Office
1330 Midland National Bank Building
500 W. Texas
Midland, Texas 79701

Oklahoma City Office
National Foundation Center
3545 N.W. 58th Street
Oklahoma City, Oklahoma 73312

Trailer
Lignite, North Dakota

Mobile Office - Calvin Lease - Field
Cochran City, Texas

Houston Office
1300 Post Oak Tower
Houston, Texas 77056

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526

Book 628 of Photos, Page 444

VOL 370 PAGE 264

BOOK 783 PAGE 623

EXHIBIT "E"

GENERAL INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT FROM MONSANTO COMPANY, AS GRANTOR, TO MONSANTO OIL COMPANY AS GRANTEE, EFFECTIVE AT THE END OF JUNE 30, 1982.

GASOLINE AND/OR GAS PLANTS

Plant	Plant Location	Operator
Adena	Morgan County, Colorado	Union Oil of Calif.
Como	Hopkins County, Texas	Warren
Delhi	Richland Parish, Louisiana	Sun
Diamond "M"	Curry County, Texas	Monsanto
Dollarhide	Andrews County, Texas	Union Oil of Calif.
Dover-Hennessey	Kingfisher County, Oklahoma	Exxon
Gillette	Campbell County, Wyoming	ARCO
Indian Basin	Eddy County, New Mexico	Marathon
Katy	Waller County, Texas	Exxon
Laverne	Harper County, Oklahoma	Sun
McKamie	Lafayette County, Arkansas	Phillips
Old Ocean	Brazoria County, Texas	Amoco
Spivey	Harper County, Kansas	Cities Service
Seiling	Dewey County, Oklahoma	Shell
Eustace (Smackover)	Anderson County, Texas	Jackson Shell, Ltd.

STATE OF WYOMING)
Campbell County) ss

Filed for record this 9th day of August A.D. 19 82 at 9:52 o'clock a M. and recorded in Book 628 of Photos page 410

Fees $ 72.00

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

Ellen Cowan Whipps
County Clerk and Ex Officio Register of Deeds

515929

ASSIGNMENT & CONVEYANCE

Monsanto Co.

Co.

Accepted in Book 370

SEP 20 1982

Ellen Cowan Whipps
Register of Deeds

Mrs. [redacted]
Monsanto Oil Comp
1300 Post Oak Towe
5051 Westheimer
Houston, Texas 770

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW	5290 East Nassau Circle Englewood, Colorado 80110	5/6 and
RONALD E. HANDO	11063 Claire Circle Northglenn, Colorado 80234	1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 28.5% of 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we hereunto set our hands and seal this 23rd day of August, 1982

ATTEST:

Leroy Dssery, Secretary

WOODS PETROLEUM CORPORATION

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 1982, 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

November 12 1982 4:00 P
66 Ord 527
625 Deed Records
[illegible] COUNTY, MINERAL, WYOM
Lyle Donaldson 527

from Woods Petroleum Corporation to Howard E. Marlow and Ronald E. Hando dated August 23, 1982.

EXHIBIT "A"

WPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
11877-01	W-21873 USA	Esther Chorney	5-1-67	INSOFAR ONLY as said lease covers All Sections 9 & 10-27N-109W

538

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW	5290 East Nassau Circle Englewood, Colorado 80110	5/6 and
RONALD E. HANDO	11063 Claire Circle Northglenn, Colorado 80234	1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 39.8437505% of 2.2% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we hereunto set our hands and seal this 23rd day of August, 19 82

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 19 82, 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

November 12 1982 4:00
6.62 Ext 529
6.25 Year Yoke
CAMPBELL COUNTY, WYOMING
529

Assignment of Overriding Royalty
From Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Mando dated August 23, 1982.

EXHIBIT "A"

WPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
11973-01	W-5645 USA	Esther Chorne-	-1-67	Township -- Section S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4

530

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW	5290 East Nassau Circle Englewood, Colorado 80110	5/6 and
RONALD E. HANDO	11063 Claire Circle Northglenn, Colorado 80234	1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 30.9375% of 2.2% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we hereunto set our hands and seal this 23rd day of August, 1982.

ATTEST: WOODS PETROLEUM CORPORATION

LeRoy Ussery, Secretary — Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 1982, 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

November 12 1982 4:00 P
66 Okla
625 Land Yard
531
L. Dorothy White

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982

EXHIBIT "A"

UPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
11974-01	W-5191 USA	Esther Chorney	5-1-67	Township 27 North, Range 109 West Section 9: All

5382

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW	5290 East Nassau Circle Englewood, Colorado 80110	5/6 and
RONALD E. HANDO	11063 Claire Circle Northglenn, Colorado 80234	1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein described then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 23rd day of August, 19 82.

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 19 82, 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

November 12 1982 4:20
66 Ord
92nd Ward York
Lot 5 Block 33

WPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
12270-01	W-7576 USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers All Section 33-28N-109W from surface to 100 feet below stratigraphic equivalent of 16,986 feet as [illegible] in the [illegible]-1 well.
12390-01	W-[illegible] USA	[illegible]	[illegible]	Section [illegible]: Lots 1,2,3,4, E/2, E/2 W/2
12391-01	W-59826 USA	Roger R. Egert	1-1-76	Township 28 North, Range 110 West Section 11: E/2, E/2 SW/4 Section 14: All
12392-01	W-53082 USA	Roger R. Egert	1-1-76	Township 28 North, Range 110 West Section 12: N/2, SW/4
12393-01	W-52792 USA	W. L. Knight	12-1-75	Township 28 North, Range 110 West Section 13: W/2 Section 25: S/2

534

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC NO.	SERIAL NO.	LESSEE	DATE	DESCRIPTION
12267-01	W-7572 USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers All Section 17-28N-109W from surface to 100 feet below stratigraphic equivalent of 16,986 feet as drilled in the Cutlass Unit #29-1 well.
12268-01	W-8109 USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers All Section 24-28N-110W from surface to 100 feet below stratigraphic equivalent of 16,986 feet as drilled in the Cutlass Unit #29-1 well.
12269-01	W-7575 USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers Lots 1,2,3,4, E/2 W/2, S/2 SE/4 Section 30-28N-109W from surface to 100 feet below stratigraphic equivalent of 16,986 feet as drilled [illegible]s Unit #29-1 well

536

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARROW 5296 East Nassau Circle Englewood, Colorado 80110 5/6 and

RONALD E. HANDO 1106 Claire Circle Northglenn, Colorado 80234 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 1/2 of 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 23rd day of August, 19 82

ATTEST: WOODS PETROLEUM CORPORATION

LEUM CORP. OKLA. CORPORATE SEAL

Leroy Ussery, Secretary

Larry L. Mi[illegible], Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of September, 19 82, personally appeared Larry L. Mi[illegible], 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 as such and voluntary act and deed of said corporation, for the uses and purposes therein set

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

My Commission Expires

May 1983

Mike Pruitt, Notary Public

[illegible] 1982 [illegible]
[illegible] 536
FEES [illegible]

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC NO.	SERIAL NO.	LESSEE	DATE	DESCRIPTION
12269-01	W-7575 USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers the NE/4, N/2 SE/4 Section 30-28N-109W from the surface to 100 feet below the stratigraphic equivalent of 16,986 feet as drilled in the Cutlass Unit #29-1 well.

538

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW	529 East Nassau Circle Englewood, Colorado 80110	5/6 and
RONALD E. HANDO	110 Claire Circle Northglenn, Colorado 80234	1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 43.5937505% of 2.2% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 2 day of August, 1982

ATTEST:

Leroy Ussery, Secretary

WOODS PETROLEUM CORPORATION

Larry L. Mi, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 1982 personally appeared Larry L. Mi to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed 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

Mike Pruitt
Notary Public

RECORDED
AUG 26 1982
FEES $6.00

2 o'clock PM
538
COUNTY CLERK
NEWCASTLE, WYOMING

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC NO.	SERIAL NO.	LESSEE	DATE	DESCRIPTION
11876-01	W-20525 USA	Esther Chorney	5-1-67	INSOFAR ONLY as said lease covers Lots 1,2,3,4, S/2 N/2, NE/4 SE/4 Section 5-27N-109W below the stratigraphic equivalent of 16,986 feet as drilled in the Cutlass Unit #29-1 well.
11975-01	W-20524 USA	Atlantic Richfield Company	5-1-67	Township 27 North, Range 109 West Section 5: SW/4, NW/4 SE/4, S/2 SE/4

5-39

540

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MASLOW 5290 East Nassau Circle Englewood, Colorado 80110 5/6 and

RONALD E. HANDO 1103 Claire Circle Northglenn, Colorado 80234 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided .059659591% of 2.2% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly charged thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 2 day of August, 1982

ATTEST: WOODS PETROLEUM CORPORATION

Secretary

Larry L. Mi

Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 1982, personally appeared Larry L. Mi, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

My Commission Exp. May 3, 19

Mike Pruitt
Notary Public

RECOR
IN B
PAGE

12 1982 4:20P
540

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC NO.	SERIAL NO.	LESSEE	DATE	DESCRIPTION
11876-01	W-20525 USA	Esther Chorney	5-1-67	INSOFAR ONLY as said lease covers Lots 1,2,3,4, S/2 N/2, NE/4 SE/4 Section 5-27N-109W from surface to stratigraphic equivalent of 16,986 feet as drilled in the Cutlass Unit #29-1 well.

54/1

542

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW 5290 East Nassau Circle Englewood, Colorado 80110 5/6 and

RONALD E. HANDO 11063 Claire Circle Northglenn, Colorado 80234 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 40.50% of 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we hereunto set our hands and seal this 2 day of August, 1982

ATTEST:

Leroy Usbery, Secretary

WOODS PETROLEUM CORPORATION

Larry L. Mills, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned Notary Public in and for said County and State, on this 23rd day of August, 1982, personally appeared Larry L. Mills, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed 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, 1985

Mike Pruitt, Notary Public

[redacted]

[redacted]

[redacted]

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC NO.	SERIAL NO.	LESSEE	DATE	DESCRIPTION
11876-01	W-20525 USA	Esther Chorney	5-1-67	INSOFAR ONLY as said lease covers Lots 1,2,3,4, S/2 N/2, N/2 S/2, S/2 SW/4, SW/4 SE/4 Section 3, Lots 1,2,3,4, S/2 N/2, S/2 Section 4-27N-109W
11877-01	W-21873 USA	Esther Chorney	5-1-67	INSOFAR ONLY as said lease covers SE/4 SE/4 Section 3-27N-109W

544

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW 5290 East Nassau Circle Englewood, Colorado 80110 5/6 and

RONALD E. HANDO 11063 Claire Circle Northglenn, Colorado 80234 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 1/8 of 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, cl d discharged of all cost, save and except gross production taxes or other governmental taxes properly charge thereto. In the event the lease (s) described cover (s) les than the ire and undivided fee simple estate in t nds described then the overriding royalty herein provide for shal paid to the Assignee herein in the pr tion whi the lease (s) described bear (s) to the whole nd undiv fee of the lands described.

IN WITNESS WHEREOF we reunto set our hands and seal this 2 day of August, 19 82

ATTEST:

Leroy Ussery, Secretary

WOODS PETROLEUM CORPORATION

Larry L. Mil , Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigne tary Public in and for said County and te, on thi 23rd day of August, 19 8 ersonally appeared Larry L. Mi , to me known to be the id tical pe ho subscribed the name of Woods Pet leum Corpo ation to the foregoing instrument as its Vice Pres and acknowledged to me that he executed the same as his free and voluntary act and deed and as the e and voluntary act and deed of such corporation, for the uses and purposes therein set fo

Given under my and s day and year last above written.

My Commission Exp

May 3, 1985

Mike Pruitt

Notary Public

Recorded 12
66 Ok
FEES $8.50
4:00P
544

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC NO.	SERIAL NO.	LESSEE	DATE	DESCRIPTION
11165-01	W-7575-A USA	Claire E. Sullivan	9-1-67	Township 28 North, Range 109 West Section 29: NW/4, N/2 SW/4, E/2, S/2 SW/4 Section 28: All Section 31: Lots 1,2,3,4, E/2 W/2, E/2
11994-01	W-7576-A USA	Claire E. Sullivan	9-1-67	Township 28 North, Range 109 West Section 32: All Section 34: All
12084-01	W-7573-A USA	Claire E. Sullivan	9-1-67	Township 28 North, Range 109 West Section 20: All
12148-01	W-8108 USA	Claire E. Sullivan	9-1-67	Township 28 North, Range 110 West Section 1: Lots 1,2,3,4, S/2
12149-01	W-9631 USA	Claire E. Sullivan	12-1-67	Township 28 North, Range 110 West Section 25: N/2
12150-01	W-7578-A USA	Claire E. Sullivan	9-1-67	Township 29 North, Range 109 West Section 30: All
12152-01	W-7571-A USA	Claire E. Sullivan	9-1-67	Township 28 North, Range Section 5: Lots 1,2,3,4, S/2 Section 7: Lots 1,2,3,4, E/2, E/2 Section 8: All
12156-01	W-7577 USA	Claire E. Sullivan	9-1-67	Township 28 North, Range 109 West Section 18: Lots 1,2, E/2 NW/4, NE/4
12151-01	W-7577-B USA	Claire E. Sullivan	9-1-67	Township 29 North, Range 109 West Sec. 32: All

S/S

546

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW	5290 EAST NASSAU CIRCLE	ENGLEWOOD, COLORADO 80110	5/6 and
RONALD E. HANDO	11063 CLAIRE CIRCLE	NORTHGLENN, COLORADO 80234	1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly charged thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein described then it is expressly understood that the overriding royalty hereby conveyed shall be proportionately reduced.

IN WITNESS WHEREOF, we hereunto set our hands and seal this 27th day of September, 1982.

ATTEST: SEAL

WOODS PETROLEUM CORPORATION

Peter Hasery, Secretary

Larry L. Miller, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of September, 1982, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt, Notary Public

[redacted] [redacted] [redacted]

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated September 27, 1982.

WPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
11390-01	W-70456 USA	Terry D. Beddow	11-01-80	Township 30 North, Range 110 West, 6th P.M. Sec. 1: Lots 5,6,7,8,9,10,11,12, 13,14,15,16,17,18, S/2 SE/4 Sec. 2: Lots 5,6,7,8,9,10,11,12, 13,14,15,16,17,18,19,20 Sec. 3: Lots 3,4,5,6,7,10 Sec. 10: Lot 6 Sec. 15: Lot 1 Sec. 34: SW/4 NE/4, S/2 NW/4, S/2

747

5-18

Federal #10-20
#40-20

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-68117

Lease effective date
July 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 See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address *(include zip code)* See Exhibit "A" attached hereto and made a part hereof.

Tract I - 81.9394 Tract II - 74.0636

The undersigned, as owner of percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 111 West, 6th P.M.
Tract I
Section 20: NW/4
Township 27 North, Range 111 West, 6th P.M.
Tract II
Section 20: NW/4SW/4, S/2SW/4, SE/4

Containing 440.00 acres more or less in Sublette County, Wyoming. This assignment is made subject to the terms, conditions and provisions of that certain Farmout Agreement dated August 22, 1979 by and between MM&S Partners, et al, as Farmor and L. Clark Kiser, et al, as Farmee and Energetics, Inc., and that certain Farmout

Assignment approved as to lands described below (continued)

Agreement dated October 15, 1979 by and between MM&S Partners, et al, as Farmor and Bernard Rosenberg, et al, as Farmee and Energetics, Inc, and that certain Pooling Agreement dated November 10, 1981 (effective August 7, 1981) by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc., and Williams Exploration Company, covering the E½ of Section 20, T27N, R111W, Sublette Co., Wyoming.

3. Specify interest or percent of assignor's record title interest being conveyed	Assignee	Tract I 81.9394% Tract II 74.0636%
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		7.0% of 8/8ths 7.0% of 8/8ths

7. If any payments out of production have previously been created out of this lease or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 18th day of May, 1982; but effective as of March 1, 1981.

ENERGETICS, INC.

BY: _____
(Assignor's Signature)
Gene W. Anderson, Vice President - Land

ATTEST: _____
Assistant Secretary

102 Inverness Terrace East
(Assignor's Address)

Englewood Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved, effective _____ By _____
(Authorized Officer)

15555

[redacted] (Title) [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1 Assignee is over the age of majority

2 Assignee is a citizen of the United States

3 Assignee is 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 *[illegible] Use* – 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. *[illegible] 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. *[illegible] 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 Interests of Other Parties* – If assignee is *not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have 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.

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of May, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My current address is

Notary Public

102 Inverness Terrace East
Englewood, CO 80112

579

550

EXHIBIT "A" TO THAT CERT ASSIGNMENT OF
RECORD TITLE TO OIL AND LEASE SERIAL
NUMBER W-68117 , DATED May 18 , 1982

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, hereinafter referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

TRACT I

Guaranty Energy Group 1979 General Hydrocarbons Transwestern II Building, Suite 200 Post Office Box 31515 Billings Montana 59103	10.0000%
Jeffery Tempas 21 Doral Lane Littleton, Colorado 80123	.2500%
Solly Robins	.5852%
V. Kathleen Robins	.1950%
Harding A. Orren	.0975%
Bernard Rosenberg	.0975%
Elliot S. Kaplan	.0166%
Dale I. Larson	.0166%
Lawrence Zelle c/o 33 South Fifth Street Minneapolis, Minnesota 55402	.0166%
EMI 2nd Post Office box Littleton, Colorado 80161-2616	5.5247%
Energetics 1979 Ltd. Partnership 102 Inverness Terrace East Englewood Colorado 80112	1.4920%
Energetics 1979 A Ltd Partnership 102 Inverness Terrace East Englewood Colorado 80112	1.9080%
D & R Energy-79 (M) 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	.0000%
Bird Canyon Development Ltd. Partnership c/o Cramer Rosenthal & Company 717 Westchester Avenue White Plains, New York 10604	6.0000%

The following working interest is hereby assigned, transferred and conveyed under the terms of that certain Assignment of Overriding Royalty Interest from Energetics, Inc., to MM&S Partners a Energetics Capital Limited Partnership dated September 25, 1981, as follows:

Energetics Capital Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	2.0939%
MM&S Partners 102 Inverness Terrace East Englewood Colorado 80112	7.8758%

TRACT II

Guaranty Energy Group 1979 General Hydrocarbons, Inc. Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59103	10.0000%
Jeffery J. Tempas 21 Doral Lane Littleton, Colorado 80123	.2200%
Solly Robins	.5852%
V. Kathleen Robins	.1950%
Harding A. Orren	.0975%
Bernard Rosenberg	.0975%
Elliot S. Kaplan	.2166%
Dale I. Larson	.2166%
Lawrence Zelle c/o 33 South Fifth Street Minneapolis, Minnesota 55402	.2166%
Energetics Capital Ltd Partnership 102 Inverness Terrace East Englewood, Colorado 80112	28.3939%
EMI 2nd Post Office Box 2616 Littleton, Colorado 80161-2616	5.5247%
Energetics 1979 Ltd Partnership 102 Inverness Terrace East Englewood, Colorado 80112	16.8920%
Energetics 1979 A Ltd Partnership 102 Inverness Terrace East Englewood, Colorado 80112	1.9080%
D & R Energy-79 (MY) 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	3.5000%
Bird Canyon Development Ltd Partnership c/o Cramer Rosenthal & Company 717 Westchester Avenue White Plains, New York 10604	6.0000%

193516

RECORDED March 15 1982 8:20 M
IN BOOK 64 Misc
FILED March 15 1982 5:48
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

Kathleen Williams

Form 3106–5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
U-63117

Lease effective date
July 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

Energetics, Inc.

Address *(include zip code)*
102 Inverness Terrace East
Englewood, Colorado 80112

The undersigned, as owner of .3300% 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

Township 27 North, Range 111 West, 6th P.M.
Section 20: NW/4

Containing 160 acres, more or less in
Sublette County, Wyoming
This assingment is made subject to the terms, conditions and provisions of that certain Farmout Agreement dated August 22, 1979 by and between MM&S Partners, et al, as Farmor and L. Clark Kiser, et al, as Farmee and Energetics, Inc.

Assignment approved as to lands described below

15557

November 15 1982 8:00 A.M.
66 Sec 20
Rec'd & Ent'd in Book 5-52
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Klein

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	.1100%*
4. Specify interest or percent of record title interest being retained by assignor, if any	.2200%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	11.51879%

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.

*See Exhibit "A"

Executed this 17th day of May, 1982, but effective as of March 1, 1981.

ROCKY MOUNTAIN OIL FINDERS, INC.

By: _____
(Assignor's Signature)
L. Clark Kiser, President

ATTEST: _____
Terry H. Triggs, Secretary

104 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title) (Date)

552

538

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 M 065500 .
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 by 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 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 13th day of August, 19 82.

ENERGETICS, INC.

(Assignee's Signature)

Gene W. Anderson, Vice President - Land

ATTEST:

Assistant Secretary

102 Inverness Terrace East
(Assignee's Address)

Englewood (City) Colorado (State) 80112 (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.

ACKNOWLEDGMENT

STATE OF COLORADO)

COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared L. Clark Kise 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 Rocky Mountain Oilfin 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 May,

My commission expires

MAY 22, 1984

Notary Public Norma K. Shuttle
104 Inverness Terrace East
Englewood, Colorado 8011

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 executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of August,

My Commission Expires:

My commission expires June 24, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

EXHIBIT "A"

WHEREAS, under the terms of that certain Assignment affecting Record Title to Oil and Gas Lease dated September 28, 1981 from Energetics, Inc. to Rocky Mountain Oilfinders, Inc. which cited that Rocky Mountain Oilfinders, Inc.'s working interest after payout of the Federal #10-20 Well, located in the NW/4 of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming, would reduce from .3300% to .2200%, as agreed under the terms and conditions of that certain Farmout agreement cited therein; and,

WHEREAS, the Federal #10-20 Well has paid out effective March 1, 1981;

THEREFORE, Rocky Mountain Oilfinders, Inc. hereby assign, transfers and conveys to Energetics, Inc. a .1100% working interest to Energetics, Inc. as identified under this assignment.

535

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Energetics, Inc.

Address (include zip code)
102 Inverness Terrace East
Englewood, Colorado 80112

2338

The undersigned, as owner of 3300 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 118 West
Section 20: NE/4

Sublette County, Wyoming

RECORDED Nov. 28 1980 8 a.m. M
IN BOOK 60 OR PAGE 555
FEES 6.00
SUBLETTE COUNTY CLERK
Dorothy McKim

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

3. Specify interest or percent of operating rights being conveyed to assignee	.1320%
4. Specify interest or percent of operating rights being retained by assignor	.1980%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.2% of 8/8ths

7. If any payments out of production have previously been created out of this assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated in and made a part of this assignment. Approval of this assignment shall not constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 a 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 May, 1982, but effective as of February 1, 1982.

ROCKY MOUNTAIN OIL FINDERS, INC.

By: _____
L. Clark Kissinger, President

ATTEST: _____
Secretary

104 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
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 M 065500 .
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 13th day of August , 1982 .

ENERGETICS, INC.

(Assignee's Signature)

Gene W. Anderson, Vice President - Land

ATTEST: [redacted] Secretary

102 Inverness Terrace East
(Assignee's Address)

Englewood Colorado 80112
(City) (State) (Zip Code)

[redacted]

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared L. Clark Kiser 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 Rocky Mountain Oilfinders, 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 May ,

My commission expires:

May 22, 1984

Notary Public , Norma K. Shettle
104 Inverness Terrace East
Englewood, Colorado 80112

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 said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of August ,

My Commission Expires:
My commission expires June 24, 1983

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

536 A

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, NATURAL GAS CORPORATION OF CALIFORNIA, hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto PACIFIC TRANSMISSION SUPPLY COMPANY, 245 Market Street, San Francisco, California 94105, hereinafter called Assignee, **50% (Fifty Percent)** of all its rights, title and interest in and to the oil and gas lease dated April 21st, 1980, from **Neil Lunde and Bonita Louise Lunde**, husband and wife, Lessor, to **Natural Gas Corporation of California**, Lessee, recorded in book 59, page 207, insofar as said lease covers the following described land in Sublette County, State of Wyoming

EXHIBIT "A" TOWNSHIP 27 NORTH - RANGE WEST, 6th PM

Tract No. 37, and Tract No. , located in Sections 6,7, a , and Lot 5 (26.03 ac) of Section 7, less and ex ng the following described t s of land:

1. Beginning at the NE Cor of said Lot 5, thence South ' E,132 .00', west 173.58', thence South 00°3 East, 9 .06 feet to the center line o e main road in the Valley of LaBarge creek a where said center line intersects the t boundry of Tract No. 38 thence along the said cente line North 29°34' West, 117.4 et, thence North 21°21' West, 838.92 feet, thence N th 00°54' East, 710.16 feet, e North 08°29' West, 620.00 feet more or less to a poi on the North line of said Lot thence East 625 feet more or less along the north li of Lot 5 to the point of begi ; and

2. a parcel of lan situate within said Tract 38 described follow: beginning at corner No. 7 of said Trac 38, thence South 00°45' East 36.23 cha along the eastern boundry of said tract 38 t the po of intersection of the Cente ne of said main raod and said eastern boundry, the Northward meandering along sa enter l e of said road, North 29°14'West 0.02 cha thence North 05°44'West 11.5 ins, thence North08°47' West 6.90 chains, thence 31°09' West 9.72 chains, th North 9°39' West 10.46 chains to a north boundry of said tract 38, thence Ea 0.96 ch ns along said north boundry line to the of beginning

containin 386. res more or less.

190568

EXECUT his 14th day of November 82.

RECORDED December 17 at 8:04 AM
IN BOOK 66 Deed
FEES $2.00 Recorded 12/17/82
SUBLETTE COUNTY PINEDA JUNTY CLERK
Kay Dan YOMING
M Kleese

NATURAL GAS PORAT ON OF CALIFORNIA

Shirley P. er, (Attorney-in-Fact)
Four Embarc Cente , Suite 1400
San Francis Calif rnia 94111

STATE OF CALIFORNI)
) ss.
CITY AND COUNTY OF AN FRA SCO)

ON THIS 14th day of November 1982, before me,
Beverly J wford, *a Notary Pu in and for said City, County and State, residin there duly commissioned and orn, personally appeared*
Sh y P. eder, *known to n be the person who executed the within instrument ehalf of ATURAL GAS CORPORATION CALIFORNIA the corporation therein named, and wh me is bscribed to the within instrumen the Att rney-in-Fact of said corporation and ackno d to e that he/she subscribed the nam said corporation thereto as principal, and his/her ame as Attorney-in-Fact and acknowled o me at such corporation executed the same.*

IN WITN ERE have hereunto set my hand and ffixed my official seal the day and year in this cert irst written.

L SEA
BEVE CRA
NOTAR CA
San F co Co
My Commiss pires Ju

Beverly J. Crawford
Notary Public in and for said County and

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W 54137

Lease effective date
April 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

193389

RECORDED March 17 1982 2:40 PM
IN BOOK 66 Misc PAGE 557
FEES 12.25 Mary Judd COUNTY CLERK
SUBLETTE COUNTY CLERK

1. Assignee's Name
SEE ATTACHED EXHIBIT "A"

Address (include zip code)

99.802 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 27 North, Range 111 West, 6th P.M.
Section 20: NE¼
Sublette County, Wyoming

Limited in depth from the surface of the ground to the stratigraphic equivalent of depth drilled in the Energetics #40-20 well, located in the SE¼SE¼ of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming. This Assignment is made subject to all terms, conditions and provisions of that certain Farmout agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979 by and between RAINBOW RESOURCES, INC., TERRA RESOURCES, INC., BARBER OIL EXPLORATION, INC. and ENERGETICS, INC.

3. Specify interest or percent of operating rights being conveyed to assignee	40.00%
4. Specify interest or percent of operating rights being retained by assignor	59.802%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any *	6.20%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 May, 1982. but made effective as of February 1, 1982.

Energetics, Inc.

(Assignor's Signature)

Gene W. Anderson, Vice President-Land

ATTEST: Lou Switzer, Assistant Secretary

102 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

557

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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-56800
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).

o A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this 14th day of July, 1982.

WILLIAMS EXPLORATION COMPANY

Joe Gill

(Assignee's Signature)

P. O. Box 3102

(Assignee's Address)

Joe Gill, Attorney-In-Fact

Tulsa, Oklahoma [illegible]

(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 assignments of operating rights (or working interest) in oil and gas leases. If transfer of operating rights is accomplished by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made, one copy of a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee must accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The assignment, if approved, takes effect on the first day of the month following the date of filing of the required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3106). If an operator's bond is required, 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 or transferee *must* at the time assignment is filed, file a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving 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.

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. 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 actions made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4) Information from the record and/or the record may 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 information is not provided, the assignment may be rejected.

U.S. Government Printing Office: [illegible] 653-409

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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

Executed this 3rd day of August, 1982.

TERRA RESOURCES, INC.

F. H. Merelli
(Assignee's Signature)

P. O. Box 2500
(Assignee's Address)

F. H. Merelli, President

ATTEST:

William H. Everett III, Secretary

Casper, Wyoming 82601
(City) (State) (Zip Code)

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

INSTRUCTIONS

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

On this 3rd day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 3rd day of August, 1982.

My Commission Expires:
March 5, 1984

Ruth Burrows
Notary Public

AUTHORITY: 30 U.S.C. 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.

559

U.S. Government Printing Office: 1980-677-665:409

EXHIBIT "A"

Attached to and made a part of that certain Assignment Operating Rights in Oil & Gas lease W54137 dated

ASSIGNEES NAME/ADDRESS	ASSIGNEE'S PROPORTIONATE SHARE OF INTEREST ASSIGNED HEREIN	
Williams Exploration Company P. O. Box 3102 Tulsa, OK 74101	50% of 40%	(20%)
Terra Resources, Inc. P. O. Box 2500 Casper, WY 82601	50% of 40%	(20%)

* It is understood and agreed that the interest being conveyed herein shall bear its proportionate share of only a 5% of 8/8ths overriding royalty previously conveyed and/or reserved; and that the 1.25% of 8/8ths overriding royalty conveyed by assignments dated August 28, 1981, and May 15, 1982, respectively shall be borne proportionately by the interests being retained by Assignor herein and the interest owned by Rocky Mountain Oilfinders, Inc. as of the date of this assignment.

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 14th day of _____, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My Commission Expires Oct. 22, 1985

Notary Public

STATE OF Colorado)
)
COUNTY OF Arapahoe)

CORPORATION

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of November, 1982.

NOTARY PUBLIC

My Commission Expires:

Dec 20 1985

[illegible]
Notary Public 3625 S. Platte Rd Suite 600 Aurora, CO 80014

562

Rocky Mountain Standard
BHS #22 Rev. 59

TAYLOCK'S, INC.

Reception No. .....

Recorded ....., 19 ....., at .....M

In Book ....., Page .....

CITY

STATE COUNTY CLERK - REGISTRAR OF DEEDS

Return To: .....

OPTION TO LEASE

THIS AGREEMENT made this 18th day of October A. D., 19 82
by and between,

The First Wyoming Bank of Kemmerer as trustee of the Fear Family Trust
801 Pine Avenue
Kemmerer, Wyoming 83101

193825

RECORDED November 22 1982 2:00 PM
IN BOOK 65 Misc. PAGE 562
FEES $ 4.00 Paid COUNTY CLERK
SUBLETTE CO. PINEDALE, WYOMING
by Deputy

hereinafter called "GRANTOR" whether one or more, and,

Amoco Production Company
1670 Broadway
Denver, Colorado 80202

hereinafter called "GRANTEE" whether one or more,

WITNESSETH That for and in consideration of TEN DOLLARS, ($10.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby confessed and acknowledged, GRANTOR, above-named does hereby give, grant, bargain, and convey unto the above-named GRANTEE an option of ninety (90) days (unless there be pre-existing an oil and gas lease [Recorded Book ----, Page ----] on the hereinafter described property in which event this option shall be for the number of days aforesaid beginning after the expiration of the primary term of said lease or after termination thereof for any cause, whichever event first occurs) to purchase an oil and gas lease covering the following described land in the County of Sublette, State of Wyoming, to-wit

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6th P. M.

Section 10: E½, SW¼NE¼, N½SE¼, SW¼SE¼
Section 11: NW¼, NW¼SW¼

containing 480.00 more or less.

IT IS UNDERSTOOD AND AGREED by GRANTOR that in the event GRANTEE elects to exercise his option on or before the expiration hereof, that the amount paid for this option shall apply on the purchase price of said lease which shall be Forty and no/100 DOLLARS ($ 80.00) per acre, and payable by check or draft of GRANTEE at the depository bank named in Exhibit "A" hereof on or before expiration of this option.

AND FURTHER, that in the event of exercise hereof by GRANTEE of his right hereunder to purchase said oil and gas lease on the aforesaid land then GRANTOR will execute said oil and gas lease in the form of Exhibit "A" attached hereto and made a part hereof as though fully set forth, insofar as consistent herewith, and GRANTOR will deliver all necessary papers to complete the title in the purchaser.

THIS AGREEMENT shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

The First Wyoming Bank
as trustee of the Fear Family Trust
By: [signature]
Trust Officer

Kemmerer

Attested By

Kenneth M. Fear, Sr. (SEAL)
C. A. Fear (SEAL)
Edythe L. Fear (SEAL)

STATE OF WYOMING
County of Sublette } ss.

I, the undersigned, a Notary Public for the said County and State, do hereby certify that Kenneth M. Fear, Sr., C. A. Fear, Edythe L. Fear personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he (they) signed and delivered the said instrument as his (their) free and voluntary act and deed for the uses and purposes therein set forth, including release and waiver of the right of homestead.

IN WITNESS WHEREOF I hereunto set my hand and seal the day and year in the instrument above given.

My Commission Expires:
[illegible]

Notary Public and for said County and State
Residing at [redacted]

[redacted] 1982 Book [redacted] UNITED STATES OF AMERICA
Page 563 DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT [redacted]

193653

1982 OCT 21 AM 9:30

IN THE MATTER OF OIL AND GAS LEASE)
WYOMING LAND OFFICE) ASSIGNMENT OF OVERRIDING ROYALTY
SERIAL NO. W-5627-B)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, MARGARET BOEGNER, whose address is c/o J. F. Dougherty, 2500 Fondren, Suite 208, Houston, Texas 77063, by virtue of an assignment dated the 5th day of October, 1978, between Oil and Gas Futures, Inc. of Texas and Howard Phipps, Jr., et al, is the owner of an overriding royalty of 6.90694% of two and one eighth percent (2.125%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 9: All; containing 640.00 acres, more or less;

all of which lands are covered by and included within that certain oil and gas lease bearing Bureau of Land Management Wyoming Land Office Serial No. W-5627-B.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Eleanor P. Bostwick, hereinafter called "Assignee", the receipt and sufficiency of which is hereby acknowledged by Margaret Boegner, hereinafter called "Assignor", Assignor has sold, assigned, transferred and conveyed, and by these presents does sell, assign, transfer and convey unto Assignee, whose mailing address is c/o J. F. Dougherty, 2500 Fondren, Suite 208, Houston, Texas 77063, a 3.00304% interest in the aforementioned overriding royalty of 2.125% of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued.

TO HAVE AND TO HOLD unto Assignee, its heirs, representatives, successors and assigns, subject, however, to all of the terms and conditions of the aforementioned assignment.

EXECUTED this 1st day of September, 1982.

MARGARET BOEGNER

By _____
Norman H. Volk, Attorney-in-Fact

Serial Reference Number W 59943

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 15th day of September, A.D. 1982, before me personally appeared NORMAN H. VOLK, to me personally known, who, being by me duly sworn, did state that he is Attorney-in-Fact for and executed the foregoing instrument on behalf of Margaret Boegner.

WITNESS MY HAND AND SEAL this 15th day of September, A.D. 1982.

_____
Notary Public

My Commission expires:

563

564

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

WHEREAS, a certain Oil and Gas Lease (the "Lease"), bearing Serial Number W-61797, has been granted by the UNITED STATES OF AMERICA, as Lessor, to CHRISTIANSEN OIL AND GAS, INC., as Lessee, covering the following described land (the "Subject Lands") located in Sublette County, Wyoming: NE/4 SW/4 Sec. 4; Lots 1, 2, N/2 NE/4, E/2 NW/4 Sec. 7; N/2 NW/4 Sec. 8, SW/4 NW/4 Sec. 9 Twp. 34 N, Rge. 110 W., 6th P.M. Lots 3, 4, Sec. 7, Lot 1, SE/4 NE/4, E/2 SE/4 Sec. 3, N/2 Sec. 12 Twp. 34 N, Rge. 111 W. N/2 Sec. 25, N/2 Sec. 26, SW/4 NE/4, S/2 S/2, NW/4 SE/4 Sec. 34, NW/4 NW/4, SW/4 SW/4 Sec. 35 Twp. 35 N, Rge. 111 W. containing 1980.64 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 ("Assignor") does hereby BARGAIN, SELL, TRANSFER, 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 well on Subject Lands may be connected; and

(b) On gas (including casinghead gas and other gaseous and 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;

(c) On gas (including casinghead gas and other gaseous and 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, 1/2 of 1 % of the amount realized by Assignor from the sale of such gas computed at the mouth of the well.

19[illegible]

Recorded ... 22 ... M
564
COUNTY CLERK

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.

IN WITNESS WHEREOF, this instrument is executed the 2nd day of August, 1982, BUT TO BE EFFECTIVE JULY 27, 1982.

CHRISTIANSEN OIL & GAS, INC. CORPORATE SEAL COLORADO

Secretary Treasurer

CHRISTIANSEN OIL AND GAS, INC.

By _____
Erik Christiansen
Chairman of the the Board

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared ERIK CHRISTIANSEN, Chairman of the Board for CHRISTIANSEN OIL AND GAS, 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 CHRISTIANSEN OIL AND GAS, 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 2nd day of August, 1982.

_____
Notary Public in and for the
State of Texas

JOANNE KOPCZYNSKI
Notary Public, State of Texas
My Commission Expires April 30, 1985

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 15th day of November, 1982,

by and between GERMAINE C. OLDFATHER, a married woman whose marital status has remained the same since acquiring this interest, herein referred to as assignor, (whether one or more) and CHRISTENSEN PETROLEUM, INC., a Texas Corporation, whose address is P. O. Box 3790; Midland, TX 79702

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 1/8 of 5% of 100% of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

T-30-N, R-113-W, 6th Prin Mer
Sec. 7: E½SE¼
Sec. 18: NE¼NE¼
Containing 120.0 acres, more of less

under the terms of that certain oil and gas lease made and entered into by and between the U.S.A. as lessor, and GERMAINE C. OLDFATHER, as assigned, as lessee, bearing No. W-64243 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.

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.

Germaine C. Oldfather
GERMAINE C. OLDFATHER

STATE OF NEBRASKA }
County of Buffaloe } ss.

On this 15th day of November, 19 82, before me personally appeared GERMAINE C. OLDFATHER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that She executed the same as her free act and deed.

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

GENERAL NOTARY - State of Nebr.
ALAN M. OLDFATHER
My Comm. Exp. Dec. 22, 1982

Alan M. Oldfather
Notary Public

My commission expires

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 24th day of Nov. A. D., 1982 at 8 o'clock; 14 m., and duly recorded in Book 66 Page 567 of the Deed records, 19:8677

of said County.

Lucy J. Clarke
County Clerk
By Dorothy Whitmore, Deputy

Rec. No. Fees, $ 4.00

Return to Christensen Petroleum, Inc.
P. O. Box 3790
Midland, TX 79702

568

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79189

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND 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

Carolyn M. De Mirjian
11723 Hatteras Street
North Hollywood, California 91607

W-77637
(Serial Number)

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

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

T 35 N, R 114 W, 6th Prin. Mer.
Sec. 22: All;
24: Lots 1, 2, 3, 4, W½E½, SW¼.

193678

November 29 1 Recorded
66 Oil
18th Year Book
SUBLETTE COUNTY, PINEDALE WYOMING
568

Rec'd (a) (b) Handling
6th at, $3 per acre or
Fraction Thereof.

Containing a total of **1121.00** acres	Annual Rental	$ **1122.00**

This lease is issued to the successful bidder pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY

THE UNITED STATES OF AMERICA

By (Offeror/Lessee's Signature)

(Title)

(Attorney-in-fact's Signature)

4/22/82
(Date Signed)

By (Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

JUN 3 1982
(Date)

Effective date of lease **JUL 1 1982**

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 the operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

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

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

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(ii) 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.

Rentals (a) (ii) Beginning with year, $3 per acre or fraction Thereof.

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

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

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

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

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

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

(m) *Assignment of lease; consent of lessor.*—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 of, operator of 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, 10 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 land.*—If all, or part of the land included in this lease is embraced in a reservation or segregation for any particular purpose or 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 covered 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 damaging or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity, (2) polluting air and water, (3) damaging improvements owned by the United States or other parties, or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts, and upon any partial or total relinquishment of the lease, termination or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

GPO 845-518

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

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

Minerals Management Service
P. O. Box 2859
Casper, WY 82602

Management Agency *(name)*

PLEASE REFER TO ITEM (13)
OF FORM 3100-3

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 operations," 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 for the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval (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 development operations or the manner in which they are to be conducted;

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

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

Form 3109-5 (August 1973)

GPO 844-258

Form 3109–3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided,* that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided,* that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*), April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483–485); September 1, 1949 (30 U.S.C. 192c), June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent practicable 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 permittee 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, permitter or the surface owner or their tenants harmless from all damage or claims for damage to property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing rights and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

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

(10) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands and 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 terms 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 representative.

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

FOREST SUPERVISOR
at BOISE NATIONAL FOREST
FOREST SERVICE BUILDING
BOISE, IDAHO 83701

who is the authorized representative of the Secretary of Agriculture or such other representative as may from time to time be designated, provided that such designation be in writing and be delivered to the lessee or permittee or his agent.

[signature] [illegible]
(Signature) (Lessee)

GPO 880-292

Forest Service Supplment
to Form 3109-3

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) lessee has made or caused to be made an inventory of all 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.

✓ May 5, 1982
DATE

✓ C. D. Mingan
SIGNATURE

WILDLIFE HABITAT STIPULATION

The lease area contains habitat for certain wildlife species. Of concern on this lease areas are: elk calving area. Therefore, prior to carry onto the leasehold, the operator will jointly discuss the proposed activities with the Area Oil and Gas Supervisor or his representative and the Forest Supervisor or his representative. 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.

No surface occupancy within 100' either side of the Historical Indian Trail in Sec. 24.

Directional drilling will be allowed from outside those areas where occupancy is restricted or denied.

✓ Mar 5 1982
DATE

✓ Carolyn Whitaker
SIGNATURE

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), the USGS, and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

✓ May 5, 1982
Date

✓ Carolyn M. Dehnijan
Signature

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RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79189

Form 3106-1
(September 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-77637

Lease effective date
July 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

MTS Limited Partnership

Address *(include zip code)*
P. O. Box 2009
Amarillo, Texas 79189

The undersigned, as owner of **100** percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 35 North, Range 14 West
Section 22: All
Section 24: Lots 1, 2, 4, W½E½, SW¼

Sublette County, Wyoming
1121.80 Gross/Net Acres

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

193079

Recorded 29 Nov 1982 8:00 A.M.
Book 66 Of Misc.
Page 576
Sublette County Clerk
Pinedale, Wyoming
Dora Kay McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**100.00%**
4. Specify interest or percent of record title interest being retained by assignor	**None**
5. Specify overriding royalty being reserved by assignor	**5.00% of 8/8**
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, if any such payments are being reserved under this assignment, attach statement giving full details as to 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 with respect to 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 23 day of November, 1982.

OFFICIAL SEAL
NANCY FRANKLIN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Dec. 26, 1982

[redacted] 11723 Hatteras Street
(Assignor's Address)

Carolyn M. Del[redacted]
(Assignor's Signature)

North Hollywood, California 91607
(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 — DEC 1 1982 — By [redacted]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 17 1982
(Date)

8547

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 [X] 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 AZ-3100-80-M .
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 23rd day of September , 1982 .

MTS LIMITED PARTNERSHIP

Vice President (Assignee's Signature)
Mesa Petroleum Co., General Partner

P. O. Box 2009
(Assignee's Address)

ATTEST:
By: Assistant Secretary

Amarillo TX 79189
(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.

1064
DELAWARE

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.

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,

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

OFFICIAL SEAL
NANCY FRANKLIN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires February 24, 1984

The foregoing instrument was acknowledged before me this 23rd day of August, 1982 by CAROLYN M. DEMIGJIAN.

Witness my hand and official seal.

Nancy Franklin
Notary Public

(Seal)
My Commission Expires: 2-24-84

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.

Bureau of Land Management collects this information pursuant to the law (See 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

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ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

1878

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following "Assignees", all of Denver, Colorado, an overriding royalty interest of an undivided 1.0% to PAUL MESSINGER & CO., a Partnership; an undivided .5% to EDWARD E. LAFAYE, an Individual; and an undivided 1.0% to JOHN H. MELBY TRUST, John H. Melby, Trustee, being a total of 2.5% 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 Number W-64231, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 26: NW¼NE¼

AND, an overriding royalty interest of an undivided .75% to PAUL MESSINGER & CO., a Partnership; an undivided .75% to EDWARD E. LAFAYE, an Individual; and an undivided .75% to JOHN H. MELBY TRUST, John H. Melby, Trustee, being a total of 2.0% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5708

Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Carney, as Lessee, bearing Serial Number W-5182, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

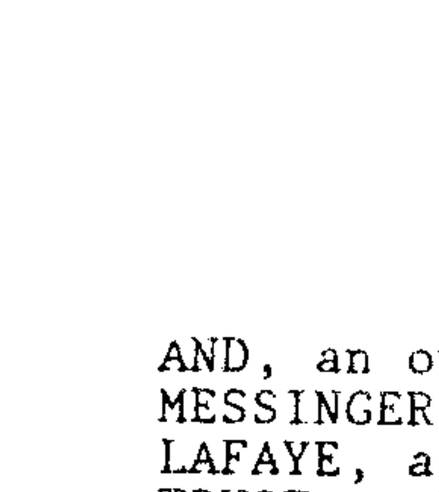
Township 27 North, Range 108 West, 6th P.M.
Section 21: SW¼

AND, an overriding royalty interest of an undivided .482956% to PAUL MESSINGER & CO., a Partnership; an undivided .482956% to EDWARD E. LAFAYE, an Individual; and an undivided .482956% to JOHN H. MELBY TRUST, John H. Melby, Trustee, being a total of 1.465912% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-8492-1

Oil and Gas Lease effective December 1, 1972, from the United States of America, as Lessor, to Great Western Drilling Co., as Lessee, bearing Serial Number W-73850, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 108 West, 6th P.M.
Section 6: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼



#1 Old [illegible]nit/Land/SGH:dj

RECORDED NO 15 1982 AT 9:4 M.
IN BOOK 23 PAGE 578-83 SUBLETTE COUNTY, WYO.
FEE 8.00 CLERK & RECORDER SUBLETTE COUNTY

AND, an overriding royalty interest of an undivided .5% to PAUL MESSINGER & CO., a Partnership; an undivided .5% to EDWARD E. LAFAYE, an Individual; and an undivided .4351% to JOHN H. MELBY TRUST, John H. Melby, Trustee, being a total of 1.4351% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5702-3 — Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-73849, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 108 West, 6th P.M.
Section 6: Lots 6, 7, E½SW¼, W½SE¼

AND, an overriding royalty interest of an undivided .275% to PAUL MESSINGER & CO., a Partnership; an undivided .5% to EDWARD E. LAFAYE, an Individual; and an undivided .25% to JOHN H. MELBY TRUST, John H. Melby, Trustee, being a total of 1.025% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-6742 — Oil and Gas Lease effective February 1, 1967, from the United States of America, as Lessor, to Kenneth Piazza, as Lessee, bearing Serial Number W-53369, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 17: SE¼
Section 23: SW¼
Section 28: SE¼
Section 35: SE¼

AND, an overriding royalty interest of an undivided .15% to PAUL MESSINGER & CO., a Partnership; an undivided .5% to EDWARD E. LAFAYE, an Individual; and an undivided .267639% to JOHN H. MELBY TRUST, John H. Melby, Trustee, being a total of .917639% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5708 — Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-5182, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 9: All
Section 10: All
Section 15: All
Section 21: SE¼, NW¼, N½NE¼, SE¼NE¼

580

18860

AND, an overriding royalty interest of an undivided .15% to PAUL MESSINGER & CO., a Partnership; an undivided .5% to EDWARD E. LAFAYE, an Individual; and an undivided .2675% to JOHN H. MELBY TRUST, John H. Melby, Trustee, being a total of .9175% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to wit:

D-5711

Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-5185, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater and Sublette Counties, Wyoming:

Township 26 North, Range 108 West, 6th P.M.
Section 2: S½
Section 3: Lots 1, 2, 3, 4, S½N½, S½
Section 11: All
Section 12: All

Township 27 North, Range 108 West, 6th P.M.
Section 35: SW¼

D-5703-1

Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-66296, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 28: NE¼

D-5598

Oil and Gas Lease effective June 1, 1967, from the United States of America, as Lessor, to Joan Chorney, as Lessee, bearing Serial Number W-5714, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 4: Lots 1, 2, 3, 4, S½N½, S½
Section 5: Lots 1, 2, 3, 4, S½N½, S½

D-5709

Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-5183, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 14: All
Section 22: All
Section 23: N½, SE¼

D-5715-1

Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-73778, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 8: All
Section 17: SW¼
Section 18: Lots 1, 2, 3, 4, E½W½
Section 19: Lots 1, 2, 3, 4, E½W½, NE¼
Section 20: NE¼, S½

D-5703-3 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-74703, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 29: S½

D-5703-2 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-74697, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 30: Lots 1, 2, 3, 4, E½W½, E½
Section 31: Lots 1, 2, 3, 4, E½W½, E½
Section 32: S½

D-5702-4 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-74702, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 108 West, 6th P.M.
Section 8: SW¼NW¼, W½SW¼, SE¼
Section 9: SW¼

D-5593-1 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-74699, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 108 West, 6th P.M.
Section 5: S½S½
Section 8: N½N½

D-5719 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-5209, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 108 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S½N½, S½
Section 2: Lots 1, 2, 3, 4, S½N½

D-5713-1 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-49677, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 107 West, 6th P.M.
Section 7: Lots 1, 2, 3, 4, E½, E½W½

D-5712-1 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-49676, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 107 West, 6th P.M.
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, SE¼, E½SW¼

D-5710 Oil and Gas Lease effective M 1, 1967, from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-5184, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

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

AND, an overriding royalty interest of an undivided 5% to EDWARD E. LAFAYE an Individual; and an undivided .1989% to JOHN H. MELBY TRUST, John Melby, Trustee, being a total of .521989% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5708 Oil and Gas Lease effective M 1, 1967, from the United States of America, as sor, to Esther Chorney, as Lessee, bearing Serial Number W-5182, INSOFAR AND ONLY INSOFAR as d lease covers and ts the following descri lands from the ce of the earth to the tigraphic equiva- of 17,982 feet in Subl County, Wyoming:

Township 27 North, Range 108 t, 6th P.M.
Section 21: SW¼NE¼

AND, an overriding royalty interest of an undivided .317636% to EDWARD E. LAFAYE, an Individual; being a total of .317636% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5708 Oil and Gas Lease effective M 1, 1967, from the United States of America, as sor, to Esther Chorney, as Lessee, bearing l Number W-5182, INSOFAR AND ONLY INSOFAR as lease covers and ts the following descri lands from the tigraphic equivalent of 2 feet to all s in Sublette County, W g:

Township 27 North, Range 108 , 6th P.M.
Section 21: SW¼NE¼

Said overri g royalty interests here assigned to Assignees all free and clear of any and all cost and expense of the d opment and operation thereof, except ing taxes that may be levie d assessed against said overridi g royalty interests or producti herefrom.

This Assignment is expressly made subject to the terms and condit f those certain leases described herein.

This Assignment is expressly made subject to the provision that t gation to pay any overriding royalties payments out of tion of oil created herein, which when ed to the overri yalt s or payments out of prod tion previously

created and to the royalty payable to the United States of America, 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.

IT IS UNDERSTOOD AND AGREED that this Assignment of Overriding Royalty Interests is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 5 day of November, 1982.

DAVIS OIL COMPANY, a Partnership

By: [signature]
Mollie T. Weiss, Attorney in Fact

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

On this 5 day of November, 1982, before me, a Notary Public in and for said County and State, came the above named Mollie T. Weiss, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and she acknowledged that she executed the above instrument as her free and voluntary act and deed for herself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires June 23, 1984

My Commission Expires: [signature]
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

RECORDED November 29 1982 8:00 AM
IN BOOK 66 Over
PAGES 519 25 Uint) Utah
5783
5783

584

Federal 10-5
Federal 10-8
Federal 40-6
Federal 40-7 WY-268

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-51347

Lease effective date
August 1, 1975

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interest of Assignee's

Address (include zip code)
See Exhibit "A" attached hereto and made a part hereof.

Tract I - 58.8108%; Tract II - 35.28648%

The undersigned, as owner of percent of operating rights in the above- ignated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating is in such lease as specified below. (43 CFR 3106.2-3)

2. Describe the lands affected by this transfer, assignment, and, or sublea
Township 27 North, Range 111 West, 6th P.M. - Tract I
Section 5: NW/4
Township 27 North, Range 111 West, 6th P.M. - Tract I
Section 5: SW/4
SEction 6: S/2NE/4 /4
Section 7: NE/4
Section 8: NW/4, N/ /4
containing 0.00 acr more or less in Sublette Cou Wyoming
Limited in pth from the surface of the ground to t e of the stratigraphic equivalent of a d th of 11 l feet as penetrated by the Fe l #10-5 Well in the NW/4 of Section 5 T -R111 th P.M. This assignment is ma subject to all terms, conditions and provisi s of t ertain Farmout Agreement date ovember 3, 1978, by and between*

3. Specify interest percent erating rights being conveyed to assigne

Tract I	58.8108%
Tract II	35.28648%

4. Specify interes percen erating rights being retained by assignor

None

5. Specify overrid royalty st being reserved by assignor

None

6. Specify overrid royalty Eight one quarter percent (8¼%) of ns Tract I 8.25%
Two percent (sly reserved or conveyed, if any f 60% and Five and one half P t (5½ Tract II 6.70%
3/8ths

7. If any payments out of pr have previously been created out of rest, or if any such payments are being reserved under this r, assignment, or sublease, attach st giving full details as to amount, method of paym t, and ot inent terms as provided under 43 CFR

8. If the parties t s tran assignment have entered into an operat eement and/or sublease, the terms and conditions uch ag /sublease (copy attached) are incorporat and ma a part of this assignment. Approval of this signme constitute approval of the agreement/ ase insof as such agreement/sublease is not in sistent w provisions of the above-designated le the app cable regulations.

It is agreed that th bligation any overriding royalties or payment f produ on of oil created herein, which, when adde verrid lties or payments out of production pr created and to the royalty payable to the United Stat gregat cess of 17½ percent, shall be suspend the average production of oil per well per day avera on the basis is 15 barrels or less.

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

Executed this 27th day of July , 1982. ATTE

ENERGETICS, INC.

ssista Secretary

Gene W. son, ce President-Land

102 ness Grace East
(Assignor's Address)

* True Oil Comp as Farmor and Energetics, Inc. Engl ood, Colorado 80112
as Farmee.
(City) (State) (Zip Code)

Title 18 U.S. ecti 1001, m crime for any person knowingly and willfu ake to a epartment or agency of the United State al fictitio dulent statements or representations as to matter with s jurisdiction.

THE UNITED STATES OF AMERICA

Assignme approve effective SEP 1 1982

By (Authorized Officer)

Chief, & Gas S ion

NOV 16 1982

[redacted] PAP [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 [illegible]

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 14th day of _____, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public
(Address) [illegible]
[illegible], Co. 80112

resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

U.S. Government Printing Office 1980 677-655/409

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
OPERATING RIGHTS IN OIL AND GAS LEASE
NUMBER W-51347, DATED [illegible], 1982.

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, herein after referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, and convey unto:

	TRACT I	TRACT II
Energy Associates N.W. '78 B 1215 Norton Building Seattle, Washington 98104	1.5000%	.90000
Burton G. Ross, Trustee Toni Rosen 1978 Trust Doherty, Rumble, Butler, [illegible] 3750 I D S Center Minneapolis, Minnesota [illegible]2	.60000%	.3600%
Boettcher Management Drilling Program P.O. Box 54 Denver, Colorado 80202	7.5000%	4.5000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	4.1250%	2.4750%
Robert L. Mehl Energetics, Inc. 102 Inverness Terrace E. Englewood, Colorado 80	5.3098%	3.1858%
Patrick D. Maher Energetics, Inc. 102 Inverness Terrace E. Englewood, Colorado 80	5.3098%	3.1858%
Energetics 1978 LTD Partnership 102 Inverness Terrace East Englewood, Colorado 8011[illegible]	5.0000%	3.0000
D & R Energy-78 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 5[illegible]16	5.0250%	3.0150
Jordan R. Smith Energetics, Inc. 102 Inverness [illegible]ace East Englewood, Colorado 80	2.8912%	1.73472
Guaranty Energy Group General Hydrocarbons, Inc. Transwestern [illegible]uilding [illegible]ite 200 Post Office Box [illegible]1515 Billings, Montana 59107 [illegible]5	7.6500%	4.590
Energetics 1978 LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80	13.9000%	8.3400

193681

November 24 1982 Page 11
66 Pages
10 Cents 5841

(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W-7578-A

Lease effective date Sept. 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: WOODS PETROLEUM CORPORATION

Address *(include zip code)*: 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 29 North - Range 109 West, 6th P.M.
Section 30: Lots 1-4, E/2, E/2W/2
Sublette County, Wyoming

193185

RECORDED January 29, 1982 2:10 P M
IN BOOK 66 Oil & Gas PAGE 587
FEES $ 8.00
SUBLETTE COUNTY PINEDALE, WYOMING
COUNTY CLERK
by Dorothy McKinnis

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	12.5%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	12.5%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

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 is still in effect

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

587

5388

ASSIGNMENT - APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. 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 $[illegible].00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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 [illegible] day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

to any department or agency of the

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Hunt Oil Company, as Assignor, and Woods Petroleum Corporation, Assignee, covering Lease Serial No. W-7578-A

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said HUNT OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument for himself and as the act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 5, 1982

Notary Public

SEAL

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7578-A

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

590

Form 3160-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1560

Lease Serial No.
W-7577

Lease effective date
Sept. 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
WOODS PETROLEUM CORPORATION

Address (include zip code) 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.3-3)

Township 28 North - Range 109 West, 6th P.M.
Section 18: lots 1,2, E/2NW/4, NE/4
Sublette County, Wyoming

193689

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	12.5%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	12.5%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%*

7. If any payments out of production have previously been created out of the rights being reserved under this transfer, assignment, or sublease, attach statement as to amount, method of payment and other agreement terms as provided under 43 CFR 3

8. If the parties to this transfer, assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated and made a part of this assignment. Approval of this assignment/sublease shall constitute approval of the agreement/... insofar as such agreement/sublease is not inconsistent with provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate ... as of 17½ percent, shall be suspended ... the average production of oil per well per day averaged ... the month basis is 15 barrels or less.
*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.
DAVIS OIL COMPANY, a ... ership

Paul Messin... Attorney-In-Fact
(Assignor's Signature)

410 Seventeenth Street, Suite 1400
(Assignor's Address)

Evidence of authority is filed with ... 43 ... Attorney-In-Fact still in effect

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

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

THE UNITED STATES OF AMERICA

Assignment approved, effective _____

By _____
(Authorized Officer)

(Title)

(Date)

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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 240,000 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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7577

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires
November 1, 1982

SEAL

Notary Public

RIDER

Attached to and ma[de] a part of that certain T[ran]sfer, Assignment, or Sublease of Ope[rat]ing Rights in Oil and Ga[s] Lease dated April 5, 1982, be[tw]een D[av]is Oil Company, as Assign[or] and Woods Petroleum Corporation, [as] Assignee, covering Lease [Se]rial No. W-7577

N[OT]WITHS[TAN]DING ANYTHING TO THE CON[TRA]RY THE [OP]ERATING RIGHTS INTE[RE]ST HE[RE]IN ASSIGNED SHALL BEAR A BUR[DE]N OF 1% OVERRIDING [RO]YALTY [IN]TEREST AND ITS PROPORTIO[NA]TE SHAR[E] OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERR[IDI]NG ROYALTY INTEREST ful[ly] herein shall not be [re]ducible by the Operatin[g] herein.

THIS ASSI[GN]MENT shall be made expre[ssly] subj[ec]t to the terms and conditio[ns] of that certain "Farmou[t] Agreeme[nt]," by and between Davis Oil [Com]pany and Woods Petroleum [Cor]poration, dated June 10, 1980, an[d] the terms and condition[s] lease.

[IN] THE E[VE]NT Assignee desires to s[ur]render said lease as to all [or] any p[or]tion of the acreage covered advance of [the] anniversary date specified in [(30)] Assignor h[ere]under all then have fifteen (1[5]) days in ceipt of s[ai]d notice within which to elect to [re]ceive a re- of said le[as]e as to the portion thereof to be [re]assignment Should Ass[ign]or hereunder elect to receive su[ch] inquired. same will be delivered by Assignee, without a[dd]itional prior to t[he] anniversary date of the lease.

"29-[illegible] 11 [illegible]nd/RHM [illegible]

Form 3160-
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42--R1599

Lease Serial No.
W-7577-B

Lease effective date
September 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: WOODS PETROLEUM CORPORATION

Address (*include zip code*): 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 29 North - Range 109 West, 6th P.M.
Section 32: All
Sublette County, Wyoming

193690

RECORDED November 29 1982 2:00 PM
IN BOOK 66 Misc PAGE 593
FEES $8.00 Rec & Xfer
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Dorothy M. Clune

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	12.5%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	12.5%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 5th day of April, 19 82.

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)

410 Seventeenth Street, Suite 1400
(Assignor's Address)

Paul Messinger, Attorney-In-Fact
Evidence of authority of Attorney-In-Fact
is filed in W-5643 and is still in effect

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Reproduction may be required but copies are poor reproductions on one sheet of both sides of this original form in accordance with the regulations at 43 CFR 3106

594

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT SUBLEASE

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 15,360 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 $ .00 is attached.

B. ASSIGNEE AGREES that, upon approval of this transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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)

(Zip Code)

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

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Subleases of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Hess Oil Company, as Assignor, and Woods Petroleum Corporation, Assignee, covering Lease Serial No. W-7577-B

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name affixed to the within instrument as Attorney-In-Fact of the said HESS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the partnership for the uses and purposes therein set forth.

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

My Commission Expires November 1982

Notary Public

SEAL

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7577-B

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT shall be made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass Well/Land/RHM

D-7350-1

ASSIGNMENT

Assignor's copy

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Joe B. Strong, Jr. and Earl D. Elmore, Jr., 30146 Merion Lane, Evergreen, Colo., assignor, being ~~lessee~~, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0544, and covering land situate in Sublette County, ~~County~~, described as follows:

T 37 N, R 110 W
Section 31 E½NE¼:N½SE¼

01X6-100648 3
File

and containing 160 acres more or less, for and in consideration of the sum of Twenty Dollars ($ 20.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Cities Service Company of Box 300, Tulsa, Okla. 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

253716

Dec. 2 1977 8:00 A.M.
PAGE 576
SUBLETTE COUNTY CLERK
by Dorothy McClure

Sublette County, State of Wyoming
T 37 N, R 110 W
Section 31 E½NE¼:N½SE¼

and containing 160 acres, more or less, reserving, however, unto assignor a Twentieth (5.00%) of all oil, gas, and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, ** their

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

IN WITNESS WHEREOF, this instrument executed this 5th day of December, 1977.

WITNESS:

Joe B. Strong Jr.
Earl D. Elmore Jr.
Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

** excepting taxes applicable to said interest and the production therefrom.

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming
County of Notary } ss.

On this 25th day of Nov., A. D. 1977, before me personally appeared Joe B. Strong, Jr. Earl D. Elmore 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 day of , A. D. 19 .

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: November 3, 1977 ~~without~~ payment of any overriding royalty binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: February 3, 1978

(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 records.)

10M-4 77

[redacted] [redacted] [redacted]

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall so notify Assignor in writing thereof, at least sixty (60) days in advance of the next rental due date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall so notify Assignee within thirty (30) days after receipt of such notice from Assignee, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that Assignor does not within thirty (30) days after receipt of such notice from Assignee elect to take reassignment of such lands in said lease, Assignee shall then have the right to surrender such interests. Notwithstanding, however, Assignee shall never be liable for damages for failure to perform under the terms of this paragraph due to oversight, inadvertence, or clerical error. 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.

JSS EDE

5-97

Form 3106-5
(November 1975)

UNITED STATES 598
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-60572

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

/Wm. J. A. Johnson
P. O. Box 647
Englewood, Colorado 80151

1

2383.38'

Filed for record the 2nd day of Oct. A.D. 1978 at 8:00 A.M.
and recorded in Book 598 of Leases on page 598
Fee $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stuart

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) October 1, 197, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 31 North, Range 110 West, 6th P.M.
Sec. 6: E½SW¼; Sec. 7: NE¼SW¼; Sec. 17: E½SE¼;
Sec. 18: Lots 2,3,4; SE¼NW¼; E½SW¼; W½SE¼; SE¼SE¼
Sec. 20: NW¼NW¼; S½NW¼; SW¼; W½SE¼
Sec. 28: SW¼NW¼; SW¼SW¼; Sec. 29: All; Sec. 33: W½
SUBLETTE COUNTY, WYOMING
containing 1,932.41 acres, more or less

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) 5% of 8/8ths

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

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

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

Executed this 26th day of June, 19 78

Kristie R Cobb
(Assignor's Signature)

411 South Blaine Street
(Assignor's Address)

Kristie R. Cobb
(Print or type name) Soc. Sec. No. R. 572 72 0869

Moscow, Idaho 83843
(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 AS DESCRIPTION AS ITEM 2

Assignment approved effective AUG 3 1978

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

AUG 3 1978
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one side of 8½" x 11" paper in accordance with 43 CFR 3106

Chan[redacted]

A-7838

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 3rd day of July, 1978

(Assignee's Signature)

P.O. Box 647

Englewood, CO 80151

(Address, include zip code)

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

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30 day of June, 1978, personally appeared Kristie R. Cobb

and

OFFICIAL SEAL
HAZEL M. ROOD
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Jul 28, 1978

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

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

My Commission Expires July 28, 1978

Notary Public

STATE OF [redacted]

Reassignment Rider

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor 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 portio thereof to be relinquished. Should Assignor elect to receive such a rea gnment, same will be delivered by Assignee prior to the anniversary date the lease. Any reassignment under the terms of this paragraph shall be f and clear of all burdens, encumbrances, or outstandin interests other tha hose existing on the date hereof. Assignee's liability for its failure to mply with the foregoing shall be limited to an amount equal to the co ration paid for the assignment of the lease.

599

PRINTED BY WILKINS PRINTING INC. 511 16th St. Suite 227 DENVER, CO 80202 (303) 893-1041

600

Form 3106-5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-60572

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1 Davis Oil Company
Suite 1400
410 Seventeenth Street
Denver, Colorado 80202

193738

ASSIGNOR'S COPY
TO BE RETURNED ON APPROVAL

December 3 1982 8:00 A.M.
Book 660 Page 600
Fee $6.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
Dorothy M. Stone

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) October 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2 Describe the land affected by this assignment (43 CFR 3101.2-3)

Township 31 North, Range 110 West, 6th P.M.
Sec. 6: E½SW¼; Sec. 7: NE¼SW¼; Sec. 17: S½SE¼;
Sec. 18: Lots 2,3,4; SE¼NW¼; E½SW¼; W½SE¼; NE¼SE¼;
Sec. 20: NW¼NW¼; S½NW¼; SW¼; W½SE¼;
Sec. 28: SW¼NW¼; SW¼SW¼; Sec. 29: All; Sec. 33: W½;
containing 1,932.41 acres, more or less
Sublette County, Wyoming

(Subject to previous reassignment rider

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 5% of 1/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended while the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 5th day of November, 19 82

(Assignor's Signature)
Wm. J. A. Johnson

P.O. Box 647
(Assignor's Address)

Englewood, Colorado 80151
(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 the land described below:

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: Use of this form is authorized provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with 43 CFR 3106

[redacted] ASSIGNOR'S COPY
TO BE RETURNED ON APPROVAL [redacted]

[redacted] TO BE [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation **X Partnership**
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 **8th** day of **November**, 19 **82**

DAVIS OIL COMPANY, A Partnership

(Assignee's Signature)

By Marvin Davis, Managing Partner

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
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 **5th** day of **November**, 19**82**, personally appeared **Wm. J. A. Johnson**

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that **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 **February 1, 1986**

Notary Public

STATE OF
COUNTY OF } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On , 19 , before me personally came the above named (who being by me duly sworn, did say that he is the President of a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires:

Notary Public
Residing at:

602

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-21873

Lease effective date
May 1, 1967

CORRECTIVE TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address *(include zip code)* 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 33.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North - Range 109 West, 6th P.M.
Section 3: SE/4SE/4
Sublette County, Wyoming

193739

Recorded the 6th day of May 1982 at 8:00 A.M.
Book 66 Oil & Gas Page 602
Fee $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	16.875%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	16.875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer agreement/assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated and made a part of this assignment. Approval of this assignment shall not constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

*See rider attached hereto and made a part hereof

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 5th day of April, 19 82.

(Assignor's Signature)
JEAN DAVIS

410 Seventeenth St., Suite 1400
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Sect. [illegible] makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved, effective _____ By _____
(Authorized Officer)

(Date)

NOTE: [redacted] reproduced provided that copies [redacted] provisions of 43 CFR 3106 [redacted] sections of 1 of 80 [redacted] official form.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-21873.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF .946874% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT is made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass Well/Land/SMW D-5716-2

United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

Use of Form — Use only for assignment of operating rights | qualifications must be in full compliance with the

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-21873.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Jean Davis, who is personally known to me to be the identical person whose name is affixed to the within instrument, and she acknowledged that she executed the within instrument as her free and voluntary act and deed for herself for the uses and purposes therein set forth.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires

My Commission Expires June 23, 1984

Notary Public

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

603

604

Bridger Oil

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 62503

Lease effective date
May 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

American Hunter Exploration, Limited

Address (include zip code)
435 4th Avenue SW
Calgary, Alberta, Canada T2P-3A8

The undersigned, as owner of 100 percent of the record title of the above-described 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 109 West, 6th P.M.
~~**Section 10: S½**~~
Section 11: SW¼
~~**Section 18: S½**~~
60.00
Containing ~~600.00~~ acres
Sublette County, Wyoming

193761

RECORDED December 6, 1982 8:00 AM
IN BOOK 66 DX 7
FEES $6.00 Lee J.Y.
SUBLETTE COUNTY, WYOMING
COUNTY CLERK
Lyn M. Reeves

1980 SEP 10 PM 12 1 6

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
RECEIVED

3. Specify interest or percent of ... nor's record title interest being conveyed ... ssignee ... 100%

4. Specify interest or percent of ... title interest being retained by assignor ... y ... None

5. Specify overriding ... alty be... ...rved by assignor ... None

6. Specify overriding ... alty pre... ... reserved or conveyed, if any ... 5%

7. If any payments out of produc... reserved under this assignme... pertinent terms as provided un... ...ve previously been created out of this l... ch statement giving full details as to ... CFR 3106. ... or if any ... ch payments are being ...t, metho... of payment, and other

It is agreed that the obligation t... which, when added to o...erriding r... to the United States, aggregate in ... well per day averaged on the month... ...any overriding royalties or payments ou... ...es or payments out of production previou... ...ss of 17½ percent, shall be suspended wh... ...asis is 15 barrels or less. ... production of oil created herein, ...reated and to the royalty payable ... the averag... production of oil per

I CERTIFY That the st...ments made herein are true, complete, and correct to ...est of my knowledge and belief and are made in good faith.

Executed this 8th ... of ...ly , 19 80

(A...r's Signatur...)
Thomas F. Str... k

Marta F. Stre...

P.O. Box 28
...nor's A...ss)

...and
his wi...

Casper, Wy... 826...
(City) ...ate) (Zip Code)

Title 18 U.S.C., Secti... makes it a crime for any person knowingly and willfully ... United States any fal... ...us, or fraudulent statements or representations as to any ... to any d... ...rtment or agency of the ... within it... ...jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1982

By Harold G. Huddleston
(Authorized Officer)

Chief, Br. of Lands & Minerals Oper
(Title)

MAY 18 1982
(Date)

001670

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. 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 C-30389 .
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 [XX] 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 [illegible] day of SEP 8 1980, 19

AMERICAN HUNTER EXPLORATION, LIMITED ET AL

By: [signature]

(Assignee's Signature)

435 4th Avenue SW

(Assignee's Address)

Calgary, Alberta, Canada, T2P-3A8

(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.

W-62503

RIDER

This assignment is subject to the terms and conditions contained in that certain assignment from Opal Barton and Roy G. Barton, her husband Assignor (s), to Thomas F. Stroock dated 25th day of June , 1980.

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* file a statement with you showing the interest of all parties in the assignment as required by 43 CFR 3106.

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

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public on this 8th day of July, 1980, personally appeared Thomas F. Stroock and Marta F. Stroock, his wife, to 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 _____

[signature]
Notary Public

605

606

Pinedale Dist

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 62786

Lease effective date
May 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

American Hunter Exploration, Limited

Address *(include zip code)*

435 4th Avenue SW
Calgary, Alberta, Canada T2P-3A8

The undersigned, as owner of 100% 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 the lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 31 North, Range 109 West, 6th P.M.
Section 6: Lots 10, 11, 12, 13
~~Section 7: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, NW¼SE¼, S½SE¼~~
Section 17: W½W½, E½SW¼, SW¼SE¼
~~Section 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E½~~
~~Section 20: E½NE¼, W½E½, W½, NE¼SE¼~~
Section 28: E½SE¼, NW¼SW¼, SW¼SE¼
~~Section 29: Lots 3, 4, 7~~

548.09
Containing ~~352.2~~ acres
Sublette County, Wyoming

193762

RECORDED Dec 1982 at 10:02 o'clock A.M.
IN BOOK 66 PAGE 606
FEE 6.00 Paid
CITY CLERK

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease and any such payments are being reserved under this assignment, attach a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of April, 1980.

Thomas F. Stroock
(Assignor's Signature)

P.O. Box 287
(Assignor's Address)

Marta F. Stroock
(Assignor's Signature)

Casper, Wyoming 82602
(City) (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

APR 1 1982

By Harold [illegible]
(Authorized Officer)

Chief, Br. of L[illegible] & Minerals Oper[illegible]
(Title)

MAY 19 1982
(Effective Date)

0011

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. 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 C-30389 .
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 [XX] 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 AUG 25 1980 day of , 19 .

AMERICAN HUNTER EXPLORATION, LIMITED ET AL

By: [signature]

(Assignee's Signature)

435 4th Avenue SW

(Assignee's Address)

Calgary, Alberta, Canada T2P-3A8

(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

RIDER

W-62786

This assignment is subject to the terms and conditions contained in that certain assignment from Roy G. Barton, Jr. and Norma J. Barton, his wife Assignor (s) to Thomas F. Stroock dated 25th day of June, 1980.

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*

separate lease of the related [illegible]. 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.

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public on this 8th day of July, 1980, personally appeared Thomas F. Stroock and Marta F. Stroock, his wife, to 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 _____

[signature]
Notary Public

607

608

19:792

RECORDED December 7, 1977 8:00 AM
IN BOOK 66 Ovr PG 608
FEE $6.00 Jan 9 Yak
SUBLETTE COUNTY CLERK

ASSIGNMENT OF OVERRIDING ROYALTY

For consideration paid, without warranties of title expressed or implied, the undersigned, Melvin Smith, whose address for the purposes hereof is 19 S. La Salle St. Chicago, Il. 60603 (herein called "Assignor"), grants, bargains, sells, assigns, transfers, sets over and conveys unto Ruth Odens, whose address for the purpose hereof is 3440 Lake Shore Dr., Chicago, Il. 60657 (herein called "Assignee"), an overriding royalty equal to 1 % of the market value at the well as produced of all of the oil and gas which may be produced, saved and marketed under the terms of that certain Oil and Gas Lease from the St. of Wyoming as Lessor, to Assignor as Lessee, bearing serial number 77-0220, insofar and only insofar as said lease covers the following described lands in Sublette Cty., Wyoming:

T. 27 N. 114 W., 6th P.M.
Sec. 16:

containing 64 acres, more or less.

The overriding royalty hereby conveyed shall be computed and paid at the same time and in the same manner as royalties payable to State of Wyoming under the terms of said lease are computed and paid and Assignee shall be responsible for his (its) proportionate part of all taxes and assessments levied upon or against or measured by the production of oil or gas therefrom. A change in the ownership of this overriding royalty, or any interest therein, shall be binding upon Assignor until such time as Assignor shall have been furnished with either the original, certified copy or an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

TO HAVE AND TO HOLD unto Assignee, his (its) successors and assigns, for the full term of said Oil and Gas Lease.

X Melvin Smith

Assignment approved by Board of Land Commissioners: May 5, 1977 without binding the state for [redacted] ment of any overriding royalty [redacted] Office of the [redacted]

STATE OF ILLINOIS } ss
COUNTY OF COOK

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 4th day of April, 1922

Witness my hand and official seal.

David A. Smith
Notary Public

My commission expires: Sept. 5, 1922

DAVID A. SMITH NOTARY PUBLIC COOK CO. ILL.

1977 APR 18 PM 8:42

609

610

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

Kinlzel Blue Print Co.
134 N. Center Street
Casper, Wyoming 99

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, Melvin Smith, a single Person

, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0220,
and covering land situate in Sublette County, ~~Wyoming~~ described as follows:

T. 27 N., R. 114 W., 6th P.M.
Section 16: All

December 7 1972 8:00 A.M.
66 Orig
610
COUNTY CLERK
SUBLETTE COUNTY CLERK

193793

and containing 640 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 Seymour S. Smith, 19 South LaSalle Street, Chicago, Ill. 60603, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same as above described

and containing 640 acres more or less, reserving, however, unto assignor an overriding royalty equal to 1/8th of the market value of all the oil and gas produced less a proportionate share of all taxes assessed against production.

TO HAVE AND TO HOLD unto said Seymour S. Smith 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 assignment is executed this 6th day of April, 1972.

WITNESS:

Melvin Smith
Assignor-Lessee

By _____
President

Attest:

_____
Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of Illinois }
County of Cook } ss.

On this 6th day of April, A. D. 1972, before me personally appeared Melvin Smith to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 6th day of April, A. D. 1972

Notary Public

(SEAL)
My Commission expires [illegible]

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

On this _____ 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 the Board of Land Commissioners: May 5, 1977 without binding right of any overriding royalty.
Assignment recorded in Office of Commissioner of Public Lands: May 10, 1977

(Fee for recording this form of assignment $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed and submitted to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

Form Approved: 3-2-59

By [redacted]

Assi[redacted] approved by the Board of [redacted]missioners June 2, 1977 w[redacted] binding the Stat[redacted] the payment of any overrid[redacted]alty, and further, that ap[redacted] shall not operate as any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment.
Assignment recorded in the Office of Public Lands August 5, 1977.
fb

ASSIGNMENT OF OVERRIDING ROYALTY

For consideration paid, without warranties of title expressed or implied, the undersigned, Seymour S. Smith, whose address for the purposes hereof is 19 S. La Salle St. Chicago, Il. 60603 (herein called "Assignor"), grants, bargains, sells, assigns, transfers, sets over and conveys unto David A. Smith, whose address for the purpose hereof is 19 S. La Salle St., Chicago, Il. 60603 (herein called "Assignee"), an overriding royalty equal to 4 % of the market value at the well as produced of all of the oil and gas which may be produced, saved and marketed under the terms of that certain Oil and Gas Lease from the State of Wyoming as Lessor, to Assignor as Lessee, bearing serial number 77-220, insofar and only insofar as said lease covers the following described lands in Sublette Cty., Wyoming:

T. 27 N., R. 114 W., 6th P.M.
Sec. 16: All

containing 640 acres, more or less.

The overriding royalty hereby conveyed shall be computed and paid at the same time and in the same manner as royalties payable to State of Wyoming under the terms of said lease are computed and paid and Assignee shall be responsible for his (its) proportionate part of all taxes and assessments levied upon or against or measured by the production of oil or gas therefrom. No change in the ownership of this overriding royalty, or any interest therein, shall be binding upon Assignor until such time as Assignor shall have been furnished with either the original, a certified copy or an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

TO HAVE AND TO HOLD unto Assignee, his (its) successors and assigns, for the full term of said Oil and Gas Lease.

193:34

Dec 7 1982 8:00A
611

STATE OF ILLINOIS }
COUNTY OF COOK } ss

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this

10th day of November, 19 7

Witness my hand and official seal.

Notary Public

My commission expires: September 1, 1980

1977 NOV 14 PM 12 45

Assignment approved by Board of [redacted] for the payment of [redacted] erriding royal
Assignment recorded in the Office of the Commissioner of Public Lands: Sept. 2, 1980
et

(4)

ASSIGNMENT OF OVERRIDING ROYALTY

For consideration paid, without warranties of title expressed or implied, the undersigned, Ruth Odens, whose address for the purposes hereof is 3440 Lake Shore Dr., Chicago, Illinois 60657 (herein called "Assignor"), grants, bargains, sells, assigns, transfers, sets over and conveys unto Sadie K. Smith, Trustee of Ruth Odens Trust No. 1, whose address for the purpose hereof is 777 N. Michigan Av., Chicago, Illinois 60611 (herein called "Assignee"), an overriding royalty equal to 1 % of the market value at the well as produced of all of the oil and gas which may be produced, saved and marketed under the terms of that certain Oil and Gas Lease from the State of Wyoming as Lessor, to Assignor as Lessee, bearing serial number 77-0220, insofar and only insofar as said lease covers the following described lands in Sublette County, Wyoming: 138795

T. 27 N., R. 114 W., 6th P.M.
Section 16: All

December 7 1982 8:00 A.M.
BOOK 66 Oil & Gas PAGE 613
Recorded in Sublette County Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

containing 640 acres, more or less.

The overriding royalty hereby conveyed shall be computed and paid at the same time and in the same manner as royalties payable to State of Wyoming under the terms of said lease are computed and paid and Assignee shall be responsible for his (its) proportionate part of all taxes and assessments levied upon or against or measured by the production of oil or gas therefrom. No change in the ownership of this overriding royalty, or any interest therein, shall be binding upon Assignor until such time as Assignor shall have been furnished with either the original, a certified copy or an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

TO HAVE AND TO HOLD unto Assignee, his (its) successors and assigns, for the full term of said Oil and Gas Lease.

Raymond B Odens Spouse

614

13

STATE OF ILLINOIS }
COUNTY OF COOK } ss

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this

15th day of FEBRUARY, 1980.

Witness my hand and official seal.

Notary Public

My commission expires: MY COMMISSION EXPIRES DEC. 7 1981

SMITH
NOTARY
PUBLIC
COOK COUNTY, ILL.

Dec 7 1982 8:00 A.M.
Book 66 Oil & Gas Page 615
Sublette County Clerk
By Dorothy McGhee

133196

ASSIGNMENT OF OVERRIDING ROYALTY

For consideration paid, without warranties of title expressed or implied, the undersigned, Melvin Smith, whose address for the purposes hereof is 3450 Lake Shore Drive, Chicago,Illinois 60657 (herein called "Assignor"), grants, bargains, sells, assigns, transfers, sets over and conveys unto Seymour S.Smith, whose address for the purpose hereof is 105 W.Madison St.,Chicago,Il.60602 (herein called "Assignee"), an overriding royalty equal to 1/4 of 1% of the market value at the well as produced of all of the oil and gas which may be produced, saved and marketed under the terms of that certain Oil and Gas Lease from the State of Wyoming as Lessor, to Assignor as Lessee, bearing serial number 77-0220, insofar and only insofar as said lease covers the following described lands in Sublette County,Wyoming:

Township 27 N., Range 114 W.,6th P.M.
Section 16: All

containing 640 acres, more or less.

The overriding royalty hereby conveyed shall be computed and paid at the same time and in the same manner as royalties payable to the State of Wyoming under the terms of said lease are computed and paid and Assignee shall be responsible for his ~~(xxxx)~~ proportionate part of all taxes and assessments levied upon or against or measured by the production of oil or gas therefrom. No change in the ownership of this overriding royalty, or any interest therein, shall be binding upon Assignor until such time as Assignor shall have been furnished with either the original, a certified copy or an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

TO HAVE AND TO HOLD unto Assignee, his ~~(xxxx)~~ successors and assigns, for the full term of said Oil and Gas Lease.

Melvin Smith

A single person,not married on March 14,1977.

615

Assignment approved by the Board of Land Commissioners: Dec. 3,1981 without binding the State for the payment of any overriding royalty
Assignment recorded in the Office of the Commissioner of Public Lands: Jan. 5, 1982 sm

STATE OF ILLINOIS }
COUNTY OF COOK } ss

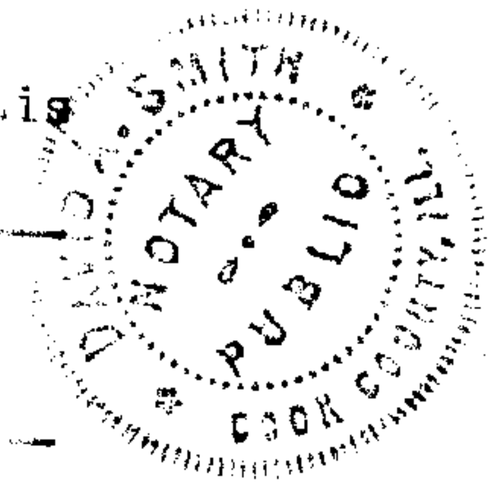
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this
8th day of July 19 81

Witness my hand and official seal.

Notary Public

My commission expires: SEPT. 29 '81



Assignment approved by Board of Land Commissioners: Oct. 1, 1981 without [redacted] for the [redacted]ment of any overriding royalty [redacted]nd further, that approval [redacted]ot operate as any change or modification of any of the terms and conditions of the lease, andwithout 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: Nov. 13, 1981
et

ASSIGNMENT OF OVERRIDING ROYALTY

For consideration paid, without warranties of title expressed or implied, the undersigned, David A.Smith, whose address for the purposes hereof is 105 W.Madison Street, Chicago,Illinois 60602 (herein called "Assignor"), grants, bargains, sells, assigns, transfers, sets over and conveys unto Seymour S.Smith, whose address for the purpose hereof is 105 W.Madison St.,Chicago,Ill.60602 (herein called "Assignee"), an overriding royalty equal to ½ of 1% of the market value at the well as produced of all of the oil and gas which may be produced, saved and marketed under the terms of that certain Oil and Gas Lease from the State of Wyoming as Lessor, to Melvin Smith as Lessee, bearing serial number 27-0220, insofar and only insofar as said lease covers the following described lands in Sublette County,Wyoming: 233737

Township 27 N.,Range 114 W.,6th P.M.
Section 16: All

December 7 1982 8:00 A.M.
66 Ore
617
Sublette County Clerk
By Donna G. McClure

containing 640 acres, more or less.

The overriding royalty hereby conveyed shall be computed and paid at the same time and in the same manner as royalties payable to the State of Wyoming under the terms of said lease are computed and paid and Assignee shall be responsible for his (xxxx) proportionate part of all taxes and assessments levied upon or against or measured by the production of oil or gas therefrom. No change in the ownership of this overriding royalty, or any interest therein, shall be binding upon Assignor until such time as Assignor shall have been furnished with either the original, a certified copy or an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

TO HAVE AND TO HOLD unto Assignee, his (xxxx) successors and assigns, for the full term of said Oil and Gas Lease.

A single person,never married.

617

618

... 14 AM 11 38

... LANDS
... & FARM LOANS

STATE OF ILLINOIS
COUNTY OF COOK ss ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this

22th day of July, 19 8

Witness my hand and official seal.

Mary K. Smith
Notary Public

My commission expires: Nov 14, 83

MARY K. SMITH NOTARY PUBLIC COOK COUNTY

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No. W 74905

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
   AMERICAN HUNTER EXPLORATION, LTD.

   Address *(include zip code)*
   700, 435 4th Avenue, S.W.
   Calgary, Alberta, T2P 3A8

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

Township 30 North, Range 109 West, 6th P.M.
Section 10: S½
Section 18: E½

Containing 640.00 acres
Sublette County, Wyoming

193836

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

December 8 1952 8:40AM
66 Ok
619
Sublette County, Wyoming
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8th

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 9th day of November, 19 81.

(Assignor's Signature)
Thomas F. Stroock

P.O. Box 2875
(Assignor's Address)

Casper, Wyoming 82602-2875
(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 1982

By Barbara M. Grace
(Authorized Officer)

22603

Chief, Oil & Gas Section
(Title)

APR 8 1982
(Date)

619

FOR ASSIGNEE

620

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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 _____.
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 [X] 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 $ 5.00 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 by 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 81.

(Assignee's Signature)
J. E. Chaput, Vice President - Land

AMERICAN EXPLORER PETROLEUM CORPORATION LTD.
(Assignee's Address)
5700, 400 - Fourth Avenue S.W.
CALGARY (City) Alberta, (State) Canada (Zip Code) T2P 3A8

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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

W-74905

RIDER

This assignment is subject to the terms and conditions contained in that certain assignment from Thomas Earl Barton and Roy G. Barton Assignor (s), to The F. Stroock dated 15th day of October, 1981.

5. Effective date. This assignment takes effect on the first day of the month following the date of filing of all required papers in the proper office. All qualifications must be in compliance with the regulations (43 CFR 3102). If bond coverage is necessary, a rider must be furnished prior to approval of the assignment.

4. Statement of Interest in Other Parties. If assignee is not the sole party in interest in the assignment, assignee must fully describe the interests of all parties in the assignment on a separately numbered sheet, and the assigned leased lands creates separate lease(s) for the assigned lands. It does not change the expiration date of the lease as to the retained and the assigned portions. It does not change the terms and conditions of the lease as to the retained and the assigned portions. It does not change any date for purposes of payment of annual rental.

6. A copy of the instrument of which this assignment is made should be obtained from the assignor.

STATE OF WYOMING)
)
COUNTY OF NATRONA)

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of November, 1981, personally appeared Thomas F. Stroock to me known to be the individual person described in and who executed the within and foregoing instrument, and acknowledged 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 affixed my notarial seal the day and year last above written.

My Commission Expires:

Notary Public
State of Wyoming

[redacted] [redacted] [redacted]

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W 74906

Lease effective date
05-01-78

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
AMERICAN HUNTER EXPLORATION, LTD.

Address (*include zip code*)
700, 435 4th Avenue, S.W.
Calgary, Alberta, T2P 3A8 CANADA

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

Township 31 North, Range 109 West, 6th P.M.
Section 7: Lots 1 thru 12, NW¼SE¼, S½SE¼
Section 18: Lots 1 thru 12, E½
Section 20: E½NE¼, W½E½, W½, NE¼SE¼
Section 29: Lots 3, 4, 7

Containing 1804.15 acres
Sublette County, Wyoming

193837

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

December 8 1982 8:00AM
66 Ores
6th Stacy Yoder
621
SUBLETTE COUNTY, PINE
by Dorothy Whitmore

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8th

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 9th day of November, 19 81.

(Assignor's Signature)
Thomas F. Stroock

P.O. Box 2875
(Assignor's Address)

Casper, Wyoming 82602-2875
(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 1982

By Glenna M. Jones
(Authorized Officer)

22604

Chief, Oil & Gas Section
(Title)

MAY 13 1982
(Date)

621

FOR ASSIGNEE

6-22

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is of 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 _____.
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 [x] 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 conditions for plugging wells for proper abandonment, to restore the leased lands upon completion of any drilling operations or prescribed by the lease, and to furnish and maintain any bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and 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 that this assignment is made in good faith.

Executed this 26th day of November, 19 81.

J. E. Chaput, Vice President - Land — AMERICAN HUNTER EXPLORATION LTD.

(Assignee's Signature) — (Assignee's Address)

#700, 4 Fourth Ave. S.W.

CALGARY Alberta, Canada T2P 3A6

(City) (State) (Zip Code)

Title 18 U.S.C., Section [illegible], makes it a crime for any person knowingly and willfully to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

-74906

RIDER

This assignment is subject to the terms and conditions contained in that certain assignment from Assignor (s), to Thomas F. Stroock, Jr. and Gary G. Barton Jr. and Norma Barton dated 15th day of October, 1981.

A $25.00 [illegible] assignment. File assignment within ninety (90) days after date of final execution.

3. *Effective Date of Assignment* - [illegible] takes effect on the first day of the month following the date of filing of *all* required papers and applications *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* - If assignee is not the sole party in interest in the assignment, assignee *must* furnish a statement of all other parties in interest in the assignment.

5. *Extent of Lands* - Approval of assignment of a portion of a lease creates a separate lease retained lands and the assigned portions. Rentals of the lease are due on the anniversary date for purposes of payment of annual rental.

6. A copy of the lease should be obtained from the assignor.

NOTICE

This assignment is not binding on the agency until approved. Assignee should not enter upon the lands involved in this assignment until approval is granted.

ACKNOWLEDGEMENT

STATE OF WYOMING)
)
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of November, 1981, personally appeared Thomas F. Stroock to me known to be the identical person described in and who executed the within and foregoing instrument in writing and acknowledged to 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 affixed my notarial seal the day and year last above written.

My Commission expires: [illegible]

Notary Public

Producers [redacted]

OIL A[redacted]S LEASE

[redacted]

THIS AGREEMENT, made and entered into this 15th day of April, 19 82 by and between The First National Bank and Trust Company of Wyoming of Box 1768, Cheyenne, Wyoming 82001, hereinafter called lessor (whether one or more) and Victory Land and Exploration Company, of 662 Grant St., Denver, Colorado 80203 hereinafter called lessee:

1. WITNESSETH. That the lessor, for and in consideration of $ 10.00 and more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

[redacted]5

TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P. M.

Section 28: Lots 2, 3, 4, 8, 9, S½NW¼, N½SW¼, SW¼SW¼.

RECORDED Dec. 7 1982 8:00 A M
IN BOOK 66 Oil & Gas PAGE 624
FEES 6.00 Paid Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK L. D. McInnis

XXXXXX, XXXXX Five XXXXX, and containing 349.03 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of XXXXX 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 XXXXXX part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such XXXXX 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, XXXXXX, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Lessor's Bank at the above address, 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 Forty Nine and 03/100---------- DOLLARS ($ 349.03) 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 asignee 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 instruments 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 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.

624

625

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise lawful 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.

V. B. Adams, Senior Vice-President

ACKNOWLEDGMENTS

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.

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 .....

recorded in Book ....., Page .....

of the records of this office

By ....., Deputy

When recorded return to

.....

Register of Deeds.

STATE OF Wyoming
COUNTY OF Laramie } ss

CORPORATE — North Dakota, South Dakota, Nebraska

On this 15th day of July in the year 19 83 before me, a Notary Public, personally appeared V. B. Adams, known to me to be the Senior Vice-President 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:

July 9, 1984

ROSEMARY JONES NOTARY PUBLIC
COUNTY OF LARAMIE WYOMING
My Commission Expires July 9, 1984

Notary Public.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, WM. J. A. JOHNSON, an individual, with offices at 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignor," for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Rita Johnson, an individual, with address of P. O. Box 647, Englewood, Colorado 80151, hereinafter called "Assignee," an undivided .833 % of all oil, gas, and casinghead gas produced, saved and marketed from the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof.

If the oil and gas leases herein assigned cover less than the entire undivided mineral estate in the lands described in Exhibit "A" attached hereto, then the overriding royalty interest herein conveyed shall be reduced proportionately.

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

In witness whereof, the Assignor has caused this Assignment to be executed this 26th day of November, 1982, but, only to be effective as of January 1, 1983.

Wm. J. A. Johnson

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of November, 1982, personally appeared Wm. J. A. Johnson, 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.

NOTARY PUBLIC STATE OF COLORADO

Notary Public
Residing in Denver, Colorado 80218
90 Corona Street, Apt. 408

My Commission Expires

October 14, 1984

Recorded December 9, 1982 8:00 AM
Book 66 Page 626
Carbon County Clerk
By Dorothy McKenna
SUBLETTE COUNTY, PINEDALE, WYOMING

626

EXHIBIT "A"

LEASE SCHEDULE

OVERRIDING ROYALTY ASSIGNMENT DATED November 26, 1982

SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	LEASE EXP. DATE	
USA-W-43857	Shirley A. Potestio	3-1-84	Township 27 North, Range 110 West Section 4; S½ Section 8; All

627

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, WM. J. A. JOHNSON, an individual, with offices at 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignor," for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Rita Johnson, an individual, with address of P. O. Box 647, Englewood, Colorado 80151, hereinafter called "Assignee," an undivided .50 % of all oil, gas, and casinghead gas produced, saved and marketed from the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof.

If the oil and gas leases herein assigned cover less than the entire undivided mineral estate in the lands described in Exhibit "A" attached hereto, then the overriding royalty interest herein conveyed shall be reduced proportionately.

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

In witness whereof, the Assignor has caused this Assignment to be executed this 26th day of November, 1982, but, only to be effective as of January 1, 1983.

Wm. J. A. Johnson

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of November, 1982, personally appeared Wm. J. A. Johnson, 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.

LOU RUD NOTARY PUBLIC STATE OF COLORADO

Notary Public
Residing in Denver, Colorado 80218
90 Corona Street, Apt. 408

My Commission Expires

October 14, 1984

Recorded December 2, 1982 at 8:00 AM
in Book 66 Oil
Page 628
County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING

628

Wm. J. A. Johnson, Assignor,
and Rita Johnson, Assignee

EXHIBIT "A"

LEASE SCHEDULE

OVERRIDING ROYALTY ASSIGNMENT DATED November 26, 1982

SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BK
USA W-38881	Frank Baumgartner	4-1-83	Township 33 North, Range 110 West Section 12: W½ Section 13: W½ Section 24: NW¼, N½SW¼, SW¼SW¼ Section 25: W½W½, SE¼NW¼	

629

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, WM. J. A. JOHNSON, an individual, with offices at 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignor," for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Rita Johnson, an individual, with address of P. O. Box 647, Englewood, Colorado 80151, hereinafter called "Assignee," an undivided .125 % of all oil, gas, and casinghead gas produced, saved and marketed from the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof.

If the oil and gas leases herein assigned cover less than the entire undivided mineral estate in the lands described in Exhibit "A" attached hereto, then the overriding royalty interest herein conveyed shall be reduced proportionately.

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

In witness whereof, the Assignor has caused this Assignment to be executed this 26th day of November, 1982, but, only to be effective as of January 1, 1983.

Wm. J. A. Johnson

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of November, 1982, personally appeared Wm. J. A. Johnson, 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.

LOU RUDD NOTARY PUBLIC STATE OF COLORADO

Notary Public
Residing in Denver, Colorado 80218
90 Corona Street, Apt. 408

My Commission Expires

October 14, 1984

Recorded 1 1982 8:00AM
66 Oil & Gas 630
Mary York COUNTY CLK.
SWEETWATER COUNTY PINEDALE, WYOMING
by Dorothy M. Keene

630

EXHIBIT "A"

LEASE SCHEDULE

OVERRIDING ROYALTY ASSIGNMENT DATED November 26, 1982

SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	LEASE EXP. DATE	DESCRIPTION	RECORDED BK	PG
USA-W-43858	Tom Panos	3-1-84	Township [illegible], Range [illegible] West Section 9: All Section 10: N½ Section 15: N½, N½S½, S½SW¼, SW¼SE¼		

631

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, WM. J. A. JOHNSON, an individual, with offices at 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignor," for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Rita Johnson, an individual, with address of P. O. Box 647, Englewood, Colorado 80151, hereinafter called "Assignee," an undivided .25 % of all oil, gas, and casinghead gas produced, saved and marketed from the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof.

If the oil and gas leases herein assigned cover less than the entire undivided mineral estate in the lands described in Exhibit "A" attached hereto, then the overriding royalty interest herein conveyed shall be reduced proportionately.

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

In witness whereof, the Assignor has caused this Assignment to be executed this 26th day of November, 1982, but, only to be effective as of January 1, 1983.

Wm. J. A. Johnson

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of November, 1982, personally appeared Wm. J. A. Johnson, 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.

NOTARY PUBLIC STATE OF COLORADO

Notary Public
Residing in Denver, Colorado 80218
90 Corona Street, Apt. 408

My Commission Expires

October 14, 1984

193859

Dec 9 1982 8:00 am
Book 66 Page 637
Lincoln County Clerk
PINEDALE, WYOMING
Dorothy M. Thurman

637

EXHIBIT "A"

LEASE SCHEDULE

OVERRIDING ROYALTY ASSIGNMENT DATED November 26, 1982

SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	LEASE EXPIRATION DATE	DESCRIPTION	RECORDED BK PG
USA-W-48191	A. G. Andrikopouslos	12-1-84	Township 27 North, Range 110 West Section 12: W½NE¼, NW¼, N½SW¼, SE¼SW¼, SE¼	
USA-W-64231	Robert J. Doty	8-1-88	Township 27 North, Range 108 West Section 26: NW¼NE¼	

633

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W 21873

Lease effective date
May 1, 1967

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)*
3535 N. W. 58th St., Suite 500
Oklahoma City, OK 73112

The undersigned, as owner of 40% ~~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, without warranty or recourse.

2. Describe the lands affected by this assignment

Township 27 North, Range 109 West, 6th P.M.

Sec. 3: SE¼SE¼

Sec. 9: All
Sec. 10: All

Containing 1320.00 acres, more or less,
Sublette County, Wyoming

Assignment approved as to lands described below

193084

SERIAL NUMBER

RECORDED December 10 1982 4:30 P M
IN BOOK 66 Misc PAGE 634
FEES $6.00 Linda Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	30%
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	3½%

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 30th day of July, 1981.

ESTATE OF WILLIAM G. HELIS, A PARTNERSHIP
By: [signature]
(Assignor's Signature)
Morris Wright for William G. Helis, Jr., Managing Partner

Power of Attorney authorizing Morris Wright to execute as agent for the Estate of William G. Helis, A Partnership is on file in W-56943 and is still in force and effect.

912 Whitney Building
(Assignor's Address)

New Orleans, Louisiana 70130
(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 1981

By Alonza M. Lance
(Authorized Officer)

20212

Chief, Adjudication Section
(Title)

DEC 2 1982
(Date)

634

635

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 the wells for proper abandonment, to restore the leased land 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 LOUISIANA
PARISH OF ORLEANS

On this 10th day of July, 1981, before me personally appeared MORRIS WRIGHT duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

David A. Kerstein Notary Public in and for the Parish of Orleans, State of La.

My commission is for life.

TVAS

(d)
that you be furnished the following, in
with information required by this and
for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE - The information is to be
the assignment and request for approval.

ROUTINE USES:
adjudication of the assignee's rights to
sources.
determination for public information in
ments made on lease status records for the
posal, and use of public lands and resources.
Transfer to appropriate Federal agencies where
rence is required prior to granting a right
lands or resources.
(4-93) Information from the record and on the
transferred to appropriate Federal, State
foreign agencies, when relevant to civil,
regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If
form
is not provided, the assignment may be rejected

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W-21873

Lease effective date May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: WOODS PETROLEUM CORPORATION

Address *(include zip code)*: 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 23.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North - Range 109 West, 6th P.M.
Section 9: All
Section 10: All
Sublette County, Wyoming

193865

RECORDED December 10 1982 4:30 PM
IN BOOK 66 Oil & Gas PAGE 636
FEES $8.00 Dora J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	11.875%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	11.875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

*See rider attached hereto and made a part hereof

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 5th day of April, 19 82

(Assignor's Signature)
Jean Davis

410 Seventeenth Street, Suite 1400
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1982

By Elaine M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 22 1982
(Date)

FOR ASSIGNEE

11877-1

636

D-5716.2

637

PART I

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OF OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights in the operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

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.

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Subleases of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Davis, as Assignor, and Woods Petroleum Corporation as Assignee, covering Lease Serial No. W-2873

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named DEAN DAVIS, who is personally known to me to be the identical on whose name is affixed to the within instrument and she acknowledged that she executed the within instrument as her free and unattached act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires November 2

Notary Public

foreign agencies, which relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If any information is not provided, the assignment may be rejected

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-21873

NOTWITHSTANDING ANYTHING TO THE CONTRARY THE OPERATING RICHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF .771875% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY (12.5%).

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSICNMENT shall be made expressly subject to the terms and conditions of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor 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, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass/Land/RHM D-5716-2

639

Form 3106-14 *
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-21873

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (*include zip code*) National Foundation West Building
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 23.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 9: All
Section 10: All

Sublette County, Wyoming

2933838

RECORDED Dec 10 1982 4:30 PM
IN BOOK 66 Misc PAGE 639
FEES $6.00 Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Barbara McClure

3.	Specify interest or percent of operating rights being conveyed to assignee	16.625
4.	Specify interest or percent of operating rights being retained by assignor	7.125
5.	Specify overriding royalty interest being reserved by assignor	0
6.	Specify overriding royalty previously reserved or conveyed, if any	3.5

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and applicable regulations.

It is agreed that the obligation to pay 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 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 20th day of MAY, 1982.

NATOMAS NORTH AMERICA, INC.

BY: _____
(Assignee's Signature)
E. J. Gilbert, Vice President

One Park Ce. Suite 387
(Assignee's Address)
1515 Arapahoe Street
Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By Glenn M. Lane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
SS
CITY AND
COUNTY OF DENVER)

On this 20th day of May, in the year 1982, before me, V. JEAN FEIL, a notary public, personally appeared E. J. GILBERT known to me to be the VICE PRESIDENT of NATOMAS NORTH AMERICA, INC., the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

V. Jean Feil
Notary Public

My Commission Expires:
October 4, 1984

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 on land status records for the management, use of public lands and resources.
(3) To appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) From the record and/or the record will be disclosed 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 833-859

641

Form 3160-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-21873

Lease effective date
May 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address (include zip code) National Foundation West Building
Suite 500, 3555 N.W. 58th Street
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 33.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 109 West, 6th P.M.
Section 3: SE¼SE¼

Sublette County, Wyoming
Containing 40.00 acres, more or less.

FILED
Dec 16 1982 11:30 AM
IN BOOK 660
PAGE 641
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kenneth McGuire

3.	Specify interest or percent of operating rights being conveyed to assignee	23.625%
4.	Specify interest or percent of operating rights being retained by assignor	10.125%
5.	Specify overriding royalty interest being reserved by assignor	0
6.	Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and/or sublease have entered into an operating agreement and/or sublease, the terms and conditions of such agreement (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the terms and conditions of the above-designated lease and applicable regulations.

It is agreed that the obligation to pay all 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 March, 1982.
NATOMAS NORTH AMERICA INC.

By: E. J. Gilbert, Vice President
Signature

One Park Cent. Suite 3
1515 Arapahoe Street
Denver, Colorado 80202
(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.

Assignment approved JAN 11 1982

By: [signature]
(Authorized Officer)
Chief, Oil & Gas Section

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE

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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 31st day of March, 1982, before me, V. Jean Feil, a Notary Public, personally appeared E. J. Gilbert, who acknowledged himself to be the Vice President of NATOMAS NORTH AMERICA, INC., a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

V. Jean Feil
Notary Public

My Commission Expires:
10/4/84

connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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 [illegible]

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ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

WOODS PETROLEUM CORPORATION
3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

hereinafter called "Assignee", an undivided 100% leasehold interest, subject to the provisions and conditions hereinafter set forth, in and to the operating rights under the following described Lease for Oil and Gas, to wit:

D-7356 Lease for Oil and Gas dated September 2, 1967, from the State of Wyoming, as Lessor, to Claire Sullivan, as Lessee, bearing Serial No. 67-6734-A, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming, to wit:

Township 28 North - Range 109 West, 6th P.M.
Section 16: All

containing 640.00 acres, more or less

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTEREST HEREIN ASSIGNED SHALL BE A FULL [illegible]EN OF 1% OVERRIDING ROYALTY INTERE[illegible]D ITS PROPORTIONATE SHARE OF THE LA[illegible]ER'S ROYALTY (12.5%) ON THE LEASE H[illegible]NABOVE DESCRIBED.

The overriding royalty interest full burden[illegible]ut herein shall not be reduc[illegible]ible by the leasehold interest c[illegible]ed herein.

This Assignment is expressly made subject to terms and conditions of that certain lease described herein.

This Assignment is expressly made subject to the provisions of the State of Wyoming Statutes and Regulations which allow reduction or cancellation of the overriding royalty created on State Oil and Gas Leases, where such burdens may preclude economical development of the acreage.

Further, this Assignment is subject to the terms and conditions of that certain Farmout Agreement dated June [illegible] 1980 by and between [illegible]s Oil Company and Woods Petroleum Corporation.

In the e[illegible] Assignor desires to surrender s[illegible]ease[illegible]s to all or any pa[illegible]of the [illegible]eage covered thereby, Assignee agrees to notify [illegible]ignor least ninety (90) days advan[illegible] of the anniversar[illegible]te s[illegible]fied in said lease, and Assignor hereunder shall then [illegible]e fi[illegible]n (15) days after recei[illegible] of such notice within whi[illegible]o e[illegible] to take a reassignment [illegible] said lease as to the portio[illegible]ere[illegible]o be relinquished. Should Assignor hereunder elec[illegible]re[illegible]e such a reassignment, same will be delivered by Assigne[illegible]it[illegible] additional burdens, prior to the anniversary dat[illegible] of th[illegible]as[illegible]

19387

RECORDED December 10 19[illegible] 4:30 P.M.
BOOK 660 MISC
PAGE 43
SUBSTITUTE CO[illegible] COUNTY CLERK
[illegible]G

IT IS UNDERSTOOD AND AGREED that this Assignment of Operating Rights is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 5th day of April, 1982.

DAVIS OIL COMPANY, a Partnership

By: Paul Messinger
Paul Messinger, Attorney-In-Fact
RHM

Filed in the lease file
Filed: Oct. 8, 1982
et /by

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the foregoing instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires
November 1, 1982

SEAL — STATE J. SIMS NOTARY PUBLIC STATE OF COLORADO

Notary Public

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ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW	5290 East Nassau Circle Englewood, Colorado 80110	5/6
RONALD E. HANDO	11063 Claire Circle Northglenn, Colorado 80234	1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 1/8 of 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, cleared and discharged of all cost, save and except gross production taxes or other governmental taxes properly charged thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

It is agreed 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 paynments 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.

193886

RECORDED December 10 1982 1:30 P M
IN BOOK 66 Oil & Gas PAGE 645
FEE $ Lena Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

IN WITNESS WHEREOF we have hereunto set our hands and seal this 23rd day of August, 19 82.

ATTEST: WOODS PETROLEUM CORPORATION

Secretary

Larry L. Miles
Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Filed in the lease file
Filed: Nov.16,1982
et

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 19 82, 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 Pres. 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

Notary Public

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow and Ronald E.
Hando dated August 23, 1982.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC. NO.	SERIAL NO.	LESSEE	DATE	DESCRIPTION
12153-01	67-6734 A State of Wyoming	Claire E. Sullivan	9-2-67	Township 28 North, Range 109 West Section 16: All

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647

ASSIGNMENT OF OVERRIDING ROYALTY

193[illegible]

RECORDED December 10 1982 4:00 PM
BOOK 660 PAGE 647
Sublette County Wyo. COUNTY CLERK
SUBLETTE COUNTY CLERK
Rebecca M. Lewis

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

Howard E. Marlow 5290 East Nassau Circle Englewood, Colorado 80110

_____, hereinafter called Assignee, his heirs and assigns, an overriding royalty of 2.5% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or governmental taxes properly charged thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the interest in and to the lease (s) herein described then it is expressly understood that the overriding royalty hereby conveyed shall be proportionately reduced.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to the existing 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.

*and further, that approval shall not operate as any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 9th day of June, 1982.

WOODS PETROLEUM CORPORATION

ATTEST:

Leroy Lowery, Secretary

Larry L. Mill, Vice President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

Assignment approved by Board of Land Commissioners:
Nov. 17, 1982 without bi[illegible] the State for payment of o.r.r.
Assignment recorded in the office of the Commissioner of
Public Lands: October 1[illegible]82

Before me, the undersigned Notary Public in and for said County and State, on this 9th day of June, 19 82, personally appeared Larry L. [illegible], 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:

[illegible], 1983

[illegible]

[illegible]

[illegible]
Notary P[illegible]

Assignment of Overriding Royalty
from Woods Petroleum Corporation
to Howard E. Marlow dated June 9, 1982.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

WPC NO.	LESSEE	LESSOR	DATE	DESCRIPTION
12211-1	82-0021 State of Wyoming	Carolyn J. Orr	1-2-82	Township 28 North, Range 109 West All of Section 36

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Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1509

Lease Serial No.
W-26615

Lease effective date
12/01/70

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Getty Oil Company

Address *(include zip code)* Three Park Central, Suite 700
1515 Arapahoe Street
Denver, Colorado 80202

The undersigned, as owner of 34 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 28 North, Range 114 West, 6th P.M.
Section 5: SW/4SE/4
Containing 40.00 acres, more or less
Sublette County, Wyoming

Limited in depth from the surface of the ground down to 8,838 feet.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

193896

IN BO... Dec 13 1982 8:00 AM
FEES $... 66 On Rec'd PAGE 649
SUBLETTE COUNTY CLERK ... COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	2.25%
4. Specify interest or percent of operating rights being retained by assignor	31.75%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of the interest, or if any such payments are being reserved under this ... er, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR ...

8. If the parties to this transfer ... assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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 20th day of October, 19 82.

CHANDLER & ASSOCIATES, INC.

(Assignor's Signature)
J.E. Gavlick, Vice President

1401 Denver Club Building
(Assignor's Address)

ATTEST: Patti H... Thompson, Secretary

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 _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: [redacted] ... production ... that ... 43 CFR ... tions on one sheet of both sid... [redacted]

[redacted] PART [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

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'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 transfer of operating rights and/or operating agreement (sublease) 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 interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the 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 pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 9th day of November , 1982 .

Agent's [redacted] (Signature)

Three Park Central, Suite 700
1515 Arapahoe Street
(Assignee's Address)

M. W. Englert, Agent
Getty Oil Company

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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of October, 1982 by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:
May 5, 1986

Notary Public
Address: 1401 Denver Club Building
Denver, CO 80202

request for approval.

AUTHORITY: 30 U.S.C. 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.

650

U.S. Government Printing Office: 1980-677 655/409

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated 10/21/82 and affecting Federal Oil and Gas Lease W-26615, between Chandler & Associates, Inc., as Assignor and Getty Oil Company, as Assignee.

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 Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. 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 Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., 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 lease 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 Lease;

(b) All prior Assignments thereof.

This Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 and approved and effective May 28, 1975; and subject to the Assignment of Operating Rights dated March 1, 1979 between Chandler & Associates, Inc. and Petro-Search Exploration Corporation as Assignors, and C. F. Braun & Co., Petroleum, Inc. and Dyco Petroleum Corporation as Assignees.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-62803

Bureau of Land Management
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann, 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 amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P.O. Box 88 Daniel, Wyoming 83115	5%

Note! This assignment should be placed of record ahead of the enclosed record title assignment as it applies to the entire 100% of the leasehold.

Being in all a total of an undivided 5% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West

Section 6: Lots 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼
Section 7: Lots 1, 2, 3, 4, E½W½
Section 18: Lots 1, 2, 3, 4, E½W½
Section 26: E½, E½NW¼, SW¼NW¼, SW¼

WITNESS our hands this 24th. day of June, 1982

John J. Christmann

STATE OF TEXAS

COUNTY OF LUBBOCK

On the 24th day of June, 1982, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

Linda L. Frasier
Notary Public

My commission expires: 7-30-85

Residing in: Lubbock, Texas

NOTARY PUBLIC STATE OF TEXAS

193906

1982 AUG -3 AM 9 30

RECORDED December 13th 19 82 3:25 P M
IN BOOK 66 O & G PAGE 652
FEES $ 4.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shuire

652

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-54163

Bureau of Land Management
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann

_____, 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 amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P.O. Box 88 Daniel, Wyoming 83115	5%

Note! This assignment should be placed of record ahead of the enclosed record title assignments as it applies to the entire 100% of the leasehold.

Being in all a total of an undivided _____% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 23: E½

Containing 320.00 acres, m/l
Sublette County, Wyoming

WITNESS our hands this 24th day of June, 19 82

John J. Christmann

STATE OF TEXAS

COUNTY OF LUBBOCK

On the 24th day of June, 1982, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

Linda L. Frasier
Notary Public

My commission expires 7-30-8[illegible]

Residing in: Lubbock, Texas

133907

RECORDED Dec 13th 1982 8:25 AM
IN BOOK 66 C PAGE 653
FEES $ 4.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, WM. J. A. JOHNSON, an individual, with offices at 3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignor," for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Rita Johnson, an individual, with address of P. O. Box 647, Englewood, Colorado 80151, hereinafter called "Assignee," an undivided .50 % of all oil, gas, and casinghead gas produced, saved and marketed from the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof.

If the oil and gas leases herein assigned cover less than the entire undivided mineral estate in the lands described in Exhibit "A" attached hereto, then the overriding royalty interest herein conveyed shall be reduced proportionately.

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

In witness whereof, the Assignor has caused this Assignment to be executed this 26th day of November, 1982, but, only to be effective as of January 1, 1983.

Wm. J. A. Johnson

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of November, 1982, personally appeared Wm. J. A. Johnson, 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.

LOU RUSSELL NOTARY PUBLIC STATE OF COLORADO

Notary Public
Residing in Denver, Colorado 80218
90 Corona Street, Apt. 408

My Commission Expires

October 14, 1984

193027

RECORDED December 15 1982 8:00A M
IN BOOK 66 Misc PAGE 654
FEES $6.50 Kay J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

654

EXHIBIT "A"

LEASE SCHEDULE

OVERRIDING ROYALTY ASSIGNMENT DATED November 26, 1982

SUBLETTE COUNTY, WYOMING

LESSOR	LESSEE	LEASE EXP. DATE	DESCRIPTION	RECORDED BK	RECORDED PG
USA-W-45829	Shirley A. Potestio	7-1-84	Township [illegible] North, Range 108 West Section 16: W½, SE¼ Section 21: E½ Section 22: W½, SE¼ Section 32: Lot 5 Section 33: Lots 1, 2, 3 Section 34: Lot 4, SE¼NW¼, NE¼SW¼, N½SE¼ Section 35; S½NW¼, NW¼SW¼		

655

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF

COUNTY OF

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Leonard Hay et al., as Seller, made and entered into a certain Gas Purchase Contract dated October 19, 1982, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

193973

RECORDED December 15 1982 1:09 PM
IN BOOK 66 Oil PAGE 656
FEES $34.50 Lois York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

XIV-13 T 28 N

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 19th day of October, 1982.

ATTEST:

Assistant Secretary

NORTHWEST PIPELINE CORPORATION

By _____
F. J. Becraft, Vice Pres.

Approved As To Form
This Date 5/3/82
By TWS

ATTEST:

LEONARD HAY, ET AL.

By _____
Leonard Hay

By _____
John B. Carollo

By _____
James R. Carollo

By _____
Al Carollo, Jr.

By _____
A. M. Carollo

By _____
Tony Cates

By _____
G. C. Blaine

By _____
Dorothy E. Lohmann

By _____
Melvin L. Lohmann

By _____
Giovanni Investments, Ltd.

[redacted] [redacted] [redacted]

Richard C. Schmidt

Alpine Assets — General Partner

Gene Schnieder

Gene Schnieder

Ray Prouhet

Ray Prouhet

June Prouhet

June Prouhet

Curtis Rochelle, general partner

Western Minerals

Stanley L. Heiner

Stanley L. Heiner

Geraldine M. Heiner

Geraldine M. Heiner

Parts

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personnally appeared Curtis Rochelle, 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 Western Minerals, partnership and that he executed the same as the act of such partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of July, 1982.

MARILYNN J. DUCKETT NOTARY PUBLIC STATE OF COLORADO

Notary Public

Residing at 4700 South Syracuse Parkway
Denver, Colorado 80237

My Commission Expires 10/31/84

STATE OF Wyoming

COUNTY OF Natrona

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. S. Gilmore, known to me to be the person and officer whose name is subscribed to the foregoing instrument and achnowledged to me that the same was the act and deed of Gilmore Investments, LTD., he executed the same as the act of such partnership and that he consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of July, 1982.

William T. Rogers

Notary Public

Residing Casper, Wyoming

My Commission Expires 5/19/83

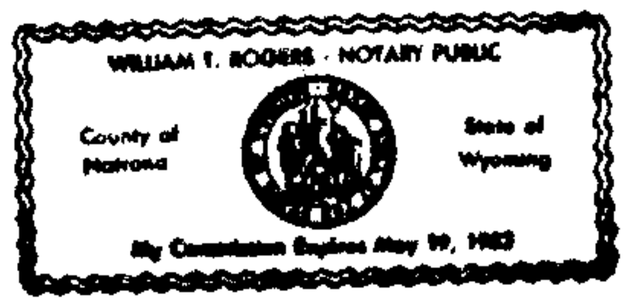
WILLIAM T. ROGERS NOTARY PUBLIC County of Natrona State of Wyoming Expires May 19 1983

STATE OF Wyoming

COUNTY OF Natrona

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personnally appeared Richard C. Schneider, 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 Alpenic Assets, partnership and that he executed the same as the act of such partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of July, 1982.



William T Rogers

Notary Public

Residing at Casper, Wyoming

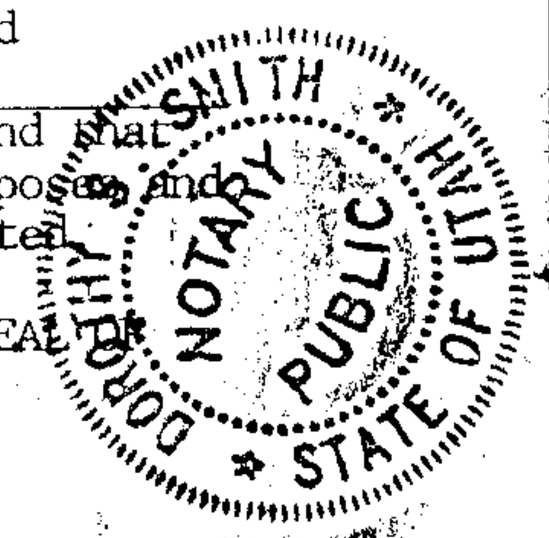
My Commission Expires 5/19/83

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 H J Decarlt, 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, partnership and that he executed the same as the act of such partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of October, 1982.



Dorothy Smith

Notary Public

Residing at

My Commission Expires 04/20/86

TLS

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the _____, day of _____, 198__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF WYOMING

COUNTY OF SWEETWATER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Leonard Hay, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, 9th day of June, 1982.

Sand L. Kinnach
Notary Public
Residing at
660 Desert Lane
Rock Springs, Wyoming

My Commission Expires Oct. 29, 1984

STATE OF WYOMING

COUNTY OF SWEETWATER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John B. Carollo, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 9th, day of June, 1982.

Sandra L. Kovach
Notary Public
Residing at
260 Desert Lane
Rock Springs, Wyoming

My Commission Expires Sept. 29, 1984

STATE OF WYOMING

COUNTY OF SWEETWATER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James R. Carollo, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 9th, day of June, 1982.

Sandra L. Kovach
Notary Public
Residing at
260 Desert Lane
Rock Springs, Wyoming

My Commission Expires Sept. 29, 1984

STATE OF WYOMING

COUNTY OF SWEETWATER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Al Carollo, Jr., known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 9th day of June, 1982.

Sandra L Kovack
Notary Public
Residing at
260 Desert Lane
Rock Springs, Wyoming

My Commission Expires Sept. 29, 1984

STATE OF WYOMING

COUNTY OF SWEETWATER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A.M Carollo, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 9th day of June, 1982.

Sandra L Kovack
Notary Public
Residing at
260 Desert Lane
Rock Springs, Wyoming

My Commission Expires Sept. 29, 1984

TWS

STATE OF Nevada

COUNTY OF Clark

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared G. C. Blaine, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 28th, day of June, 1982.

PATRICIA E. WHEELER
Notary Public-State of Nevada
COUNTY OF CLARK
My Appointment Expires Nov. 3, 1985

Patricia E. Wheeler
Notary Public
Residing at Las Vegas, Nevada

My Commission Expires Nov. 3, 1985

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 TONY CATE, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 7th, day of SEPTEMBER, 1982.

Lydia Jan Sweat
Notary Public
Residing at SALT LAKE COUNTY
STATE OF UTAH

My Commission Expires 9-25-85

NOTARY PUBLIC
STATE OF UTAH

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dorothy E. Lohmann, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 22nd day of July, 1982.

Notary Public
Residing at
4700 South Syracuse Parkway
Denver, Colorado 80237

My Commission Expires 10/31/84

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Melvin R. Lohmann, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, 22nd day of July, 1982.

Notary Public
Residing at
4700 South Syracuse Parkway
Denver, Colorado 80237

My Commission Expires 10/31/84

TMS

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gene W. Schneider, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 21st, day of July, 1982.

HAMILTON J. DUCKER NOTARY PUBLIC STATE OF COLORADO

Notary Public
Residing at
4700 South Syracuse Parkway
Denver, Colorado 80237

My Commission Expires 10/31/84

STATE OF IDAHO

COUNTY OF CUSTER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ray Prewett, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 29th, day of July, 1982.

Notary Public
Residing at Challis, Id.

My Commission Expires Life

STATE OF IDAHO

COUNTY OF CUSTER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared June Prouhet, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 29th day of July, 1982.

Notary Public
Residing at Challis, ID

My Commission Expires 7-15

STATE OF IDAHO

COUNTY OF CUSTER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stanley L Heiner, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of July, 1982.

Notary Public
Residing at Challis, ID

My Commission Expires 7-15

STATE OF IDAHO

COUNTY OF CUSTER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Geraldine M. Heiner, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 29th day of July, 1982.

Alice M. Lacy
Notary Public
Residing at Challis, ID

My Commission Expires Life

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the _____, day of _____, 198__.

_____
Notary Public
Residing at

My Commission Expires _____

668

669

EXHIBIT A
GAS PURCHASE CONTRACT
DATED October 19, 1982
between
NORTHWEST PIPELINE CORPORATION
and
LEONARD HAY ET AL.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
T31N-R109W:					
Section 10: NESE, S1/2 SE	Sublette Co., Wyoming	120.0	100%	120.0	HBP
Section 11: Lots 2,3, 4,5,6,7, W1/2 NE, S/2NW, NWSW	Sublette Co., Wyoming	404.54	100%	404.54	HBP
Section 14: Lots 1,2 NENW	Sublette Co., Wyoming	68.67	100%	68.67	HBP
Section 15: Lots 1,2 Including bed of New Fork River in Sections 11,14,15	Sublette Co., Wyoming	127.29	100%	127.29	HBP
	TOTAL	720.5	100%	720.5	HBP HBP

Rec'd

EXHIBIT "A" Continued

Name	Before and After Payout Working Interest *
Giovanini Investments, Ltd	8.85714286%
Melvin R. Lohmann, Trustee under the MELVIN R. LOHMANN 1981 REVOCABLE TRUST AGREEMENT dated August 19, 1981	2.21428572%
Dorothy E. Lohmann, Trustee under the DOROTHY E. LOHMANN 1981 REVOCABLE TRUST AGREEMENT dated August 19, 1981	2.21428571%
G. C. Blaine - G. C. Blaine Trust	8.85714286%
Stanley L. and Geraldine M. Heiner, joint tenants	8.85714286%
Western Minerals	8.85714286%
Ray and June Prouhet	8.85714286%
Gene Schneider	7.97142857%
Alpine Assets	4.42857143%
Tony Cates	.88571428%
A. M. Carollo	6.64285714%
Al Carollo, Jr.	6.64285714%
James R. Carollo	6.64285714%
John B. Carollo	6.64285714%
Leonard Hay	11.42857143%
TOTAL	100%

* These Before and After Payout Working Interests apply from the surface to 10,320 feet only. Leonard Hay controls 100 percent of the Before and After Payout Working Interest below 10,320 feet.

TWS

671

CONVEYANCE

John Paul Cuccia and Victoria Licali Cuccia, husband and wife, whose street address is 1206 West Holt Boulevard, Ontario, California 91761, for $10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, sell, convey, assign, transfer, and set over to each of the parties named below (each of which is herein called a "Grantee") the undivided interest appearing below opposite that Grantee's name in and to the entire oil and gas minerals, royalty and overriding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule II, together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto.

The name and address of each Grantee and the undivided interest in and to the Interests hereby conveyed to each Grantee is as follows:

Grantee	Undivided Interest
AMERICAN GAS & OIL INVESTORS, a New York limited partnership Suite 380 1801 Broadway Denver, Colorado 80202	90%
ENERGETICS, INC., a Colorado corporation 102 Inverness Terrace East Englewood, Colorado 80112	10%

The undersigned hereby represent, and covenant that they are the lawful owners of the Interests; that they have full right and authority to convey the Interests; that the Interests are free and clear of all liens and encumbrances and that they will warrant and forever defend, at the sole cost and expense of John Paul Cuccia and Victoria Licali Cuccia, all and singular

193989

-1-

December 17 1982 8:00 AM
BOOK 66 Oil PAGE 671
FEE $8.00 Lincoln County Clerk
COUNTY CLERK
KEMMERER, WYOMING

the Interests against all parties claiming or to claim the same or any part thereof or any interest therein.

EXECUTED to be effective for all purposes among the parties as of 7:00 A.M., local time, on November 1, 1982.

John Paul Cuccia

Victoria Licali Cuccia

STATE OF [illegible])
) ss.
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this 15th day of October, 1982, by John Paul Cuccia and Victoria Licali Cuccia, husband and wife.

Witness my hand and official seal.

Notary Public

Address: [illegible]

My Commission Expires:

10/28/83

SCHEDULE 1

Attached hereto and made a part hereof that certain Conveyance dated November 1, 1982 by and between John Paul Cuccia and Victoria Licali Cuccia, husband and wife, and American Gas and Oil Investors and Energetics, Inc..

Federal Lease Number	Expiration Date	Legal Description	Overriding Royalty
USA-W-58724	[illegible]	[illegible] 19: [illegible] 3, 4, SW/4NE/4, E/2W/2, W/2SE/4 Section 30: Lots 1, 2, 3, E/2, E/2W/2 Sublette County, Wyoming Containing 973.53 acres more or less	9/8ths*

673

* From the surface to 100 feet below the stratigraphic equivalent of the Mowry formation at a depth of 9,810 feet as encountered in the Federal #10-19 well located in the NW/4 of Section 19, T27N-R111W, Sublette County, Wyoming.

CONVEYANCE

Myrle F. Hoffman and Carol Ann Hoffman, husband and wife, whose street address is 650 Petroleum Building, 110 - 16th Street, City & County of Denver and State of Colorado, for $10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, sell, convey, assign, transfer, and set over to each of the parties named below (each of which is herein called a "Grantee") the undivided interest appearing below opposite that Grantee's name in and to the entire oil and gas mineral, royalty and overriding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule I, together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto.

The name and address of each Grantee and the undivided interest in and to the Interests hereby conveyed to each Grantee are as follows:

Grantee	Undivided Interest
AMERICAN GAS & OIL INVESTORS, a New York limited partnership Suite 380 1801 Broadway Denver, Colorado 80202	90%
ENERGETICS, INC., a Colorado corporation 102 Inverness Terrace East Englewood, Colorado 80112	10%

The undersigned hereby represent, and covenant, that they are the lawful owner of the Interests; that they have full right and authority to convey the Interests; that the Interests are free and clear of all liens and encumbrances; and that they will warrant and forever defend, at the sole cost and expense of Myrle F. Hoffman and Carol Ann Hoffman, all and singular the Interests against all parties claiming or to claim the same or any part thereof or any interest therein.

1982

DED December 17 1982 8:00 AM
K 666 OF O PAGE 674
825 Lew Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

-1-

Dorothy McKenzie 674

EXECUTED to be effective for all purposes among the parties as of 7:00 A.M., local time, on October 1, 1982.

Myrle F. Hoffman

Myrle F. Hoffman

Carol Ann Hoffman

Carol Ann Hoffman

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 21st day of September, 1982, by Myrle F. Hoffman and Carol Ann Hoffman.

Witness my hand and official seal.

Susan Bl[illegible]ds

Notary Public

Address: 3300 Tamarac

Denver, CO 80231

My Commission Expires:

12-23-85

SCHEDULE I

Attached hereto and made a part hereof that certain Conveyance dated October 1, 1982 by and between Myrle F. Hoffman and Carol Ann Hoffman and American Gas & Oil Investors and Energetics, Inc..

Federal Lease No.	Recorded Book Page	Description	Overriding Royalty
USA-W-67178	Unrecorded with County Lease issued by BLM April 1, 1979	Township 27 North - Range 112 West, 6th PM Section 1: Lots 1 and 2, S/2NE/4 Sublette County, Wyoming Containing 160.10 acres, more or less.	5.0% of 8/8ths

677

10

ASSIGNMENT

THIS ASSIGNMENT, dated as of November 1, 1982, is from AMERICAN GAS & OIL INVESTORS, a New York limited partnership ("AmGO"), Suite 380, 1801 Broadway, Denver, Colorado 80202, to ENERGETICS, INC., a Colorado corporation ("Energetics"), 102 Inverness Terrace East, Englewood, Colorado 80112.

FOR $10 and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, AmGO does by grants, bargains, sells, conveys, assigns, transfers and sets over to Energetics an undivided interest in and to the entire oil and gas mineral, royalty and overriding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule I (the "Lands"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto, which undivided interest in and to the Interests hereby assigned to Energetics is as follows:

(1) From and after the date of this Assignment until the occurrence of the event (the "Event") described in Section 3.2 of that certain Acquisition Agreement dated as of July 1, 1982, between Energetics and AmGO, the undivided interest is 5%; and

(2) From after the Event, the undivided interest is 25%.

AmGO will execute, acknowledge and deliver to Energetics such assignments, transfer orders and other instruments and will take such other action as may be necessary to evidence the occurrence of the Event of record, which instruments will be made without warranty, except as to parties claiming by, through or under AmGO.

RECORDED Dec. 17, 1982 at 2:30 P.M.
IN BOOK 66 Ops PAGE 677
FEES $10.00 Lena Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Notwithstanding anything to the contrary contained herein, the undivided interest in and to the Interests hereby assigned to Energetics shall forever be 5%, and shall never be 25%, if the Event shall not occur prior to 21 years less one day after the death of the survivor of all the descendants of Theodore Roosevelt, late President of the United States of America, who are living on the date of this assignment.

If AmGO's interest in any tract included in the Land is less than an undivided 90% interest in and to the Interests that cover and relate to that tract, then the undivided interest in and to the Interests hereby assigned to Energetics shall be reduced in the proportion that the interest of AmGO therein bears to 90%.

AmGO agrees to warrant and forever defend, at its sole cost and expense, all and singular the interest hereby assigned to Energetics against all parties claiming or to claim the same or any part thereof or any interest therein by, through or under AmGO, but not otherwise.

EXECUTED to be effective for all purposes between the parties as of 7:00 A.M., local time, on the date first above mentioned.

AMERICAN GAS & OIL INVESTORS
By: Heafitz, Widmann, McMahon & Gardner, Ltd.
Managing General Partner

ATTEST:

Secretary

Vice President

STATE OF New York)
_____ AND COUNTY OF New York) ss.

The foregoing instrument was acknowledged before me this 1st day of November, 1982, by Paul R. Lehman, a Vice President of Heafitz, Widmann, McMahon & Gardner, Ltd., a New York corporation, as Managing General Partner of AMERICAN GAS & OIL INVESTORS, a New York limited partnership.

Witness my hand and official seal.

My commission expires:
5/30/84

Notary Public

Address: 667 Third Ave
16th Floor
New York 10017

SANDRA S. SHAPIRO
Notary Public, State of New York
No. 41-4731660
Qualified in Queens County
Commission Expires March 30, 1984

SANDRA S. SHAPIRO NOTARY PUBLIC STATE OF NEW YORK

SCHEDULE 1

Attached hereto and made a part of that certain Assignment dated November 1, 1982, by and between American Gas & Oil Investors and Energetics, Inc.

Federal Lease Number	Expiration Date	Legal Description	Overriding Royalty
USA-W-58724	Held By Production	Township 27 North-Range 111 West, 6th PM Section 19: Lots 1, 2, 3, 4, SW/4NE/4, E/2W/2, W/2SE/4 Section 30: Lots 1, 2, 3, E/2, E/2W/2 Sublette County, Wyoming Containing 973.53 acres more or less	3.5% of 8/8ths*

* From the surface to 100 feet below the stratigraphic equivalent of the Mowry formation at a depth of 9,810 feet as encountered in the Federal #10-19 well located in the NW/4 of Section 19, T27N-R111W, Sublette County, Wyoming.

680

RECORDED December 17 1982 8:00 A.M.
IN BOOK 66 D M PAGE 681
FEES $10.00 Carol J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Stone

ASSIGNMENT

THIS ASSIGNMENT, dated as of October 1, 1982, is from AMERICAN GAS & OIL INVESTORS, a New York limited partnership ("AmGO"), Suite 380, 1801 Broadway, Denver, Colorado 80202, to ENERGETICS, INC., a Colorado corporation ("Energetics"), 102 Inverness Terrace East, Englewood, Colorado 80112.

FOR $10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AmGO hereby grants, bargains, sells, conveys, assigns, transfers and sets over to Energetics an undivided interest in and to the entire oil and gas mineral, royalty and overriding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule I (the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto, which undivided interest in and to the Interests hereby assigned to Energetics is as follows:

(1) From and after the date of this Assignment until the occurrence of certain event (the "Event") described in Section 3.2 of that certain Acquisition Agreement dated as of July 1, 1982, between Energetics and AmGO, the undivided interest is 5%; and

(2) From after the Event, the undivided interest is 25%.

AmGO will execute, acknowledge and deliver to Energetics such assignments, transfers, orders and other instruments as will take such other action as may be necessary to evidence the occurrence of the Event of record, which instruments shall be made without warranty, except as to parties claiming by, through or under AmGO.

Notwithstanding anything to the contrary contained herein, the undivided interest in and to the Interests hereby assigned to Energetics shall forever be 5%, and shall never be 25%, if the Event shall not occur prior to

21 years less one day after the death of the survivor of all the descendants of Theodore Roosevelt, late President of the United States of America, who are living on the date of this assignment.

If AmGO's interest in any tract included in the Land is less than an undivided 90% interest in and to the Interests that cover and relate to that tract, then the undivided interest in and to the Interests hereby assigned to Energetics shall be reduced in the proportion that the interest of AmGO therein bears to 90%.

AmGO agrees to warrant and forever defend, at its sole cost and expense, all and singular the interest hereby assigned to Energetics against all parties claiming or to claim the same or any part thereof or any interest therein by, through or under AmGO, but not otherwise.

EXECUTED to be effective for all purposes between the parties as of 7:00 A.M., local time, on the date first above mentioned.

ATTEST:

Secretary

AMERICAN GAS & OIL INVESTORS
By: Heafitz, Widmann, McMahon & Gardner, Ltd.
Managing General Partner

Vice-President

STATE OF New York)
) ss.
_____ AND COUNTY OF New York)

The foregoing instrument was acknowledged before me this 1st day of October, 1982, by Paul M. Loomis, a Vice President of Heafitz, Widmann, McMahon & Gardner, Ltd., a New York corporation, as Managing General Partner of AMERICAN GAS & OIL INVESTORS, a New York limited partnership.

Witness my hand and official seal.

My commission expires
3/30/84

Notary Public

Address: 66-10 Thornton Place
Forest Hills, N.Y. 11374

SAN[illegible]
Notary P[illegible]
Qualifi[illegible]
Commissio[illegible]

B. SHAPIRO
State of New York
No. 4731860
Queens County
Term Expires March 30, 1984

[illegible] NOTARY PUBLIC [illegible]

SCHEDULE I

Attached hereto and made a part of that certain Assignment dated October 1, 1982, by and between American Gas & Oil Investors and Energetics, Inc.

Federal Lease No.	Recorded Book Page	Description	Overriding Royalty
USA-W-67178	Unrecorded with County Lease issued by BLM April 1, 1979	Township 27 North - Range 112 West, 6th PM Section 1: Lots 1 and 2, S/2NE/4 Sublette County, Wyoming Containing 160.10 acres, more or less.	5.0% of 8/8ths

748

685

Federal 40-29
WY-266

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment dated April 22, 1981, recorded in Book 61, O&G Page 496, with the Register of Deeds of Sublette County, Wyoming, Energetics, Inc. assigned to the Royalty Participation Plan of Energetics, Inc. an initial overriding royalty in the amount of 2% of 8/8ths in and to the oil and gas lease described in Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, it was the intent that said assignment be subject to that certain Farmout Agreement dated November 3, 1978 by and between True Oil Company, as Farmor, and Energetics, Inc., as Farmee; and

WHEREAS, it was also the intent that the overriding royalty interest would simulatneously reduce in proportion in the event that the working interest of Energetics and/or its successors and assigns should reduce by virtue of the terms and conditions of said Farmout Agreement;

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Royalty Participation Plan of Energetics, Inc., (hereinafter referred to as "Assignor"), does hereby give, grant, assign, transfer and convey unto Energetics, Inc., Rocky Mountain Oilfinders, Inc., and MM&S Partners, as successor to a partial interest of Energetics, Inc., (hereinafter referred to as "Assignee") an overriding royalty in the amount of 0.4% of 8/8ths in and to the oil and gas leases described in Exhibit "A".

It is the intent of the parties hereto that the overriding royalty assigned herein be and is hereby merged into the working interest of Assignee.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

EXECUTED THIS 18th day of October, 1982, but made effective as of March 1, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC.

BY: _____
J. Thomas Reagan, Trustee

ATTEST

ENERGETICS, INC.

BY: _____

BY: _____
Terry J. Hodge, Secretary

ROCKY MOUNTAIN OILFINDERS, INC.

BY: _____
L. Clark Kiser, President

MM&S PARTNERS

BY: _____
P. D. Maher, as General Partner

193993

RECORDED December 17 1982 8:00 A.M.
IN BOOK 66 Oil & Gas PAGE 685
FEES $8.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STA[redacted] COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. Thomas Reagan, Trustee, 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 Royalty Participation Plan of Energetics, Inc., and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of October, 1982.

My commission expires:

My Commission Expires Oct. 22, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

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 the he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of October, 1982.

My commission expires:

My Commission Expires Oct. 22, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, on this day personally appeared L. Clark Kiser 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 Rocky Mountain Oilfinders, 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 18th day of October, 1982.

My commission expires:

May 22, 1984

Notary Public, Norma K. Shettle
104 Inverness Terrace East, Suite #111
Englewood, Colorado 80112

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

On this 18th day of October, 1982, before me personally appeared Patrick D. Maher, Managing Partner, to me personally known, who being by me duly sworn, did say that he is a Managing Partner of MM&S PARTNERS and that said instrument was signed in behalf of said entity, and said he acknowledged said instrument to be the free act and deed of said entity.

Witness my hand and seal this 18th day of October, 1982.

My commission expires:

My Commission Expires Oct. 22, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 18th day of October, 1982, by and between the Royalty Participation Plan of Energetics, Inc., as Assignor, and Energetics, Inc., Rocky Mountain Oilfinders, Inc., and MM&S Partners, as Assignee, covering lands in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11107	USA-W-34033	Robert W. David	3-10-72 effective 5-1-72	Township 27 North, Range 111 West Section 29: NE/4NE/4		

789

[redacted] [redacted] Federal #40-29
WY-266

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment of Record Title dated September 5, 1979, recorded in Book 58, O&G Page 496, with the Register of Deeds of Sublette County, Wyoming, True Oil Company reserved an Overriding Royalty interest in the amount of 2½% (6¼ of 40%) in and to the oil and gas lease described in Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, it was the intent that said assignment be subject to that certain Farmout Agreement dated November 3, 1978 by and between True Oil Company, as Farmor, and Energetics, Inc., as Farmee; and

WHEREAS, under said Farmout Agreement , Farmor reserved the right and option to convert the 2½% (6¼ of 40%) overriding royalty to an undivided 40% working interest in said lease upon payout of the Energetics Federal #40-29 well located in the NE¼NE¼ of Section 29, T27N-R111W, Sublette County, Wyoming; and

WHEREAS, said well has paid out effective March 1, 1982; and

WHEREAS, True Oil Company has elected to exercise their option to convert said override;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged True Oil Company (hereinafter referred to as "Assignor") does hereby give, grant, assign, transfer and convey unto Energetics, Inc., Rocky Mountain Oilfinders, Inc., and MM&S Partners, as successors to a partial interest of Energetics, Inc. (hereinafter referred to as "Assignee"), the 2½% (6¼ of 40%) overriding royalty assigned in the Assignment of Overriding Royalty Interest.

It is the intent of the parties hereto that the overriding royalty assigned herein be and is hereby merged into the working interest of Assignee.

This instrument shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

This instrument may be executed in any number of Counterparts, each of which shall be considered an original for all purposes.

EXECUTED THIS 15th DAY OF October, 1982, but made effective as of March 1, 1982.

ATTEST:

BY: _____

TRUE OIL COMPANY

BY: _____
J. D. MILLIKEN
Attorney-in-Fact

MM&S PARTNERS

BY: _____
P.D. Maher, as General Partner

ATTEST:

BY: _____

ENERGETICS, INC.

BY: _____
Gene V. Anderson, Vice President - Land

ATTEST:

BY: _____
Berry L. Theige, Secretary

ROCKY MOUNTAIN OILFINDERS, INC.

BY: _____
L. Clark Kiser, President

RECORDED December 17 1982 8:00 AM
IN BOOK 66 Misc PAGE 688
FEES 8.00 Sandy Hall COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Steele

193994

STATE OF)

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged by J. D. MILLIKEN, Attorney-in-Fact for TRUE OIL COMPANY, before me this 11th day of November, 1982.

Witness my hand and official seal.

My Commission Expires:

Notary Public
Natrona County, Wyoming
My Commission Expires
Sept. 10, 1985

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

On this 4th day of October, 1982, before me personally appeared Patrick D. [illegible]er, Managing Partner, to me personally known, who being by me duly sworn, did say that he is a Managing Partner of MM&S PARTNERS and that said instrument was signed in behalf of said entity, and said he acknowled said intrument to be the free act and deed of said entity.

Witness my and and seal this 15th day of October, 1982.

My commission expires
My Commission Expires Oct. 15, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

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 said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1982.

My commission expires

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

STATE OF COLORADO
COUNTY OF ARAPAHOE

BEFORE ME the undersigned authority, on this day personally appeared L. Clark [illegible] known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Rocky Mountain Oilfinder 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 14th of October,

My commission expires:
May 22, 1985

Notary Public, Norma K. Shettle
Inverness Terrace East, Suite #111
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 15th day of October, 1982, by and between True Oil Company, as Assignor, and MM&S Partners, Energetics, Inc., and Rocky Mountain Oilfinders, Inc., as Assignee.

LEASE NO	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11107	USA-W-34033	Robert W. David	3-10-72 effective 5-1-72	Township 27 North, Range 111 West Section 29: NE/4NE/4	---	---

690

691

6/82
L-621532-1 (key) gab

RELEASE OF LEASES

STATE OF Wyoming

COUNTY OF Sublette

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, surrender and abandon all of its (their) right, title and interest in and to those certain oil and gas or oil, gas and mineral leases identified in Exhibit "A" attached hereto and made a part hereof.

WITNESS the hand(s) and seal(s) of the undersigned this 27th day of October, 19 82.

194393

O. K. as to transaction BJR
O. K. as to form BJR
Instrument verified by BJR

RECORDED December 17, 12 1/2 P.M.
IN BOOK 66 Oil & Gas on page 691
FEES $12.25 Lois J. Yake
SUBSCRIBED AND SWORN TO COUNTY CLERK
WYOMING
By Deputy

EXXON CORPORATION

By A. L. Harris Attorney-in-Fact

EXXON CORPORATION
P. O. BOX 2265
HOUSTON, TEXAS 77252

062-0127A

STATE OF TEXAS
COUNTY OF HARRIS } SS.

On this 27th day of October, 82, before me appeared A. L. Harris, to me personally known, who, being by me duly sworn, did say that he is attorney in fact for EXXON CORPORATION, and that the foregoing instrument was executed by him as such attorney in fact by authority of its Board of Directors, and said A. L. Harris acknowledged the execution of said instrument as the free act and deed of said corporation.

Given under my hand and seal the day and year last above written.

My commission expires: GEORGIA A Notary Public in and Texas
My Commission Expires 1985

Notary Public

MICHIGAN-MISS

WYOMING ACKNOWLEDGMENT
(ATTORNEY IN FACT)

066-0089-A

COUNTY OF SUBLETTE STATE OF WYO

EXHIBIT "A"
PAGE 1

IDENTIFYING LEASE NUMBER	LEASE EXECUTED BY	DATE OF LEASE	RECORDED BOOK AND PAGE OR REGISTER NUMBER	PROPERTY DESCRIPTION
621532 001	BERNICE CARMICHAEL	6 8 72	0048 0302	85.00 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621533 001	ORVAL JAMES ET UX	6 8 72	0048 0318	151.81 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621534 001	CROWELL J DEAN	6 8 72	0048 0304	301.50 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621535 001	ELEANOR A BECK	6 8 72	0048 0306	160.00 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621536 001	RICHARD D WILSON ET AL	6 8 72	0048 0308	120.00 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621537 001	BOB HARROWER ET UX	6 8 72	0048 0310	25.95 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621538 001	HAROLD REACH ET UX	6 8 72	0048 0312	200.00 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621539 001	EDNA B KLEIN	6 8 72	0048 0314	116.32 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621540 001	M ETHELYNE WORL	6 8 72	0048 0316	19.16 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621541 001	ROBERT A HARROWER ET UX	6 8 72	0048 0320	22.54 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621546 001	TED REINWALD ET UX	6 20 72	0048 0374	22.00 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.
621547 001	V L LOONEY ET UX	6 20 72	0048 0416	196.00 acres,more or less,more particularly described in said lease to which lease and the record thereof reference is here made for more complete description.

COUNTY OF SUBLETTE STATE OF WYO

EXHIBIT "A"
PAGE 2

IDENTIFYING LEASE NUMBER	LEASE EXECUTED BY	DATE OF LEASE	RECORDED BOOK AND PAGE OR REGISTER NUMBER	PROPERTY DESCRIPTION
621548 001	V L LOONEY ET UX	6 8 72	0048 0327	44.83 acres,more or less,more particularly descr in said lease to which lease and the record ther reference is here made for more complete descrip
621558 001	MIRIAM JENKINS BARLOW ET AL	6 16 72	0048 0293	3,600.00acres,more or less,more particularly descri in said lease to which lease and the record thereof reference is here made for more complete description
621558 002	JOHN S KVENILD ET UX	6 16 72	0048 0296	3,600.00acres more or less,more particularly descri
621558 003	C R ONEIL ET UX	6 16 72	0048 0299	3,600.00acres,more or less,more particularly descri in said lease to which lease and the record thereof reference is here made for more complete description
621699 001	ELTON COOLEY ET UX	6 8 72	0048 0371	612.98 acres,more or less,more particularly describe in said lease to which lease and the record thereof reference is here made for more complete descrip
621706 001	FIRST SECURITY BANK OF UTAH N A	6 8 72	0048 0408	158.03 acres,more or less,more particularly desc in said lease to which lease and the record ther reference is here made for more complete descri
621710 001	TOWN OF PINEDALE WYOMING	6 8 72	0048 0412	163.16 acres,more or less,more particularly describe in said lease to which lease and the record thereof reference is here made for more complete description
621776 001	NAT BK OF COMMERCE OF SAN ANTONIO TR	6 9 72	0048 0509	192.00 acres,more or ularly describe in said lease to which lease a record thereof refere is here made for more c ete description

END OF EXHIBIT

693

[redacted] [redacted] [redacted]

191006

RECORDED December 17 1982 11:00 A M
IN BOOK 66 Or T PAGE 694
FEES $14.00 Lucy Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lucero

ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES

STATE OF WYOMING §

COUNTY OF SUBLETTE §

That Ralph E. Fair, Inc., Assignor, for valuable consideration paid to it by the Assignees hereinafter set forth, has granted, sold, transferred, assigned and conveyed, and by these presents does grant, sell, transfer, assign and convey to W. Y. Fair, 25 Bimini, Rockport, Texas 78382, Robert Lee Bobbitt, Jr. and Richard F. Halter, Trustees of the Ralph E. Fair, Jr. Family Trust, Box 4495, Boerne, Texas 78006, Isabelle Fair Davis, 634 Hightree Road, Santa Monica, California 90402, and Doris Fair Koren, 878 Moraga Drive, Los Angeles, California 90049, in the proportions hereinafter stated, all of the rights, title and interest of Assignor in and to the following Oil and Gas Leases and the lands covered thereby and included thereon, and situated in Sublette County, Wyoming, to-wit:

(1) Oil and Gas Lease executed by Paul W. Axtell and Albert E. Hoffman, Trustees of the C. W. Axtell Trust, as Lessors, to Ralph E. Fair, Inc., Lessee, under date of March 19, 1976, covering the following described land in Sublette County, Wyoming:

> 160.00 acres, more or less, described more fully in said Oil and Gas Lease;

To which lease, attached hereto, reference is here made for all of its terms and provisions;

(2) Oil and Gas Lease executed by Clara Axtell, a widow, as Lessor, to Ralph E. Fair, Inc., Lessee, under date of March 19, 1976, covering the following described land in Sublette County, Wyoming:

> 160.00 acres, more or less, described more fully in said Oil and Gas Lease;

To which lease, attached hereto, reference is here made for all of its terms and provisions;

TO HAVE AND TO HOLD the rights, title and interest of Assignor in the aforesaid leases, and each of them, and the lands covered thereby and included therein, and in all personal property and equipment used and obtained in connection therewith, and all rights thereunto appertaining, subject to and in accordance with the terms of said respective leases, unto the said Assignees, their heirs and assigns, in the following undivided interests and proportions:

W. V. Fair	One-Sixth	(1/6)
Robert Lee Bobbitt, Jr. and Richard F. Halter, Trustees of the Ralph E. Fair, Jr. Family Trust	One-Half	(1/2)
Isabelle Fair Davis	One-Sixth	(1/6)
Doris Fair Koren	One-Sixth	(1/6)

EXECUTED and made effective January 1982.

RALPH E. FAIR,

By: _____
Robert J. Weiss, President

ASSIGNOR

STATE OF TEXAS §

COUNTY OF COMAL §

BEFORE ME, the undersigned authority, this day personally appeared Robert J. Weiss, President of Ralph E. Fair, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Ralph E. Fair, Inc., a corporation, and that he executed 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 9th day of December, 1982.

_____
Notary Public in and for the State of Texas

CHERYL K. FISCHER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES FEB. 13, 1984

Producers K 88

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of March 19 76
by and between Paul W. Axtell and Albert E. Hoffman, Trustees of the C. W. Axtell Trust,
Thermopolis, Wyoming 82443

, hereinafter called lessor (whether one or more) and
Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+)
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

Township 31 North, Range 108 West, 6th P.M.
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 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 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Thermopolis, Wyoming 82443
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 - - - - - - - -($160.00) - - - - - - - - - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

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Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Albert E. Hoffman (SEAL) — Paul W. Axtell (SEAL)

ALBERT E. HOFFMAN, Trustee (SEAL) — PAUL W. AXTELL, Trustee (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Wyoming }
COUNTY OF Hot Springs }

Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Wyoming
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 19 76 personally appeared Paul W. Axtell and Albert E. Hoffman, Trustees and known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to 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 3, 1976 Harold L. Lee

Notary Public

STATE OF }
COUNTY OF }

Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, South Dakota, 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 ..... me known to be the identical person .....

described in and who executed the within and foregoing instrument of writing and acknowledged to that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

State of ..... }
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of ..... A. D. 19 ..... before me personally appeared ..... 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 .....

155172

This instrument was filed for record on the ..... day of ..... 19 ....., at ..... o'clock ..... M., and duly recorded in Volume ..... of ..... this office.

By ..... Deputy

RECORDED Aug. 16 1976 9:00 A M
IN BOOK 53 of L PAGE 119
FEES $4.75 Lucile Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RECORDED
INDEXED
COMPARED

When recorded return to

Producers K 88

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of March, 1976

by and between Clara Axtell, a widow
1001 Arapahoe, Thermopolis, Wyoming 82443

, hereinafter called lessor (whether one or more) and Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas 78205, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 31 North, Range 108 West, 6th P.M.
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 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 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Thermopolis, Wyoming 82443 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 at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for 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 total 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 such proportion, but only in the proportion, that Lessor's acreage interest in the land covered thereby and placed in the unit bears to the total acreage in land placed in such unit.

The estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF We sign and year first above written.

Clara Axtell (SEAL)

CLARA AXTELL

(SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF HOT SPRINGS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 19 76, personally appeared Clara Axtell and known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to that she executed the same as her free voluntary act and deed for the uses and purposes therein set forth

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires May 3, 76

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF
COUNTY OF

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of
19 , personally appeared
and known to be the identical person
described in and who executed the within and foregoing instrument of writing and acknowledged to that he executed the same as his free voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.

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 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 knowledged 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

155171

This instrument was filed for record day of , at o'clock M. and recorded in Volume of the records of this office.

By Deputy

RECORDED August 16 1976 9:00 A M
IN BOOK 53 D & G. PAGE 117
FEES $ 4.50 Paid Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RECORDED	✓
INDEXED	✓
COMPARED	✓

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease W-79183 dated 12-7-82 between Aubrey Elroy Jones, Assignor, and Mobil Oil Corporation, Assignee

Assignor hereby excepts and reserves from the assignment an obligation from Assignee equal to $10,000.00 per acre for the number of acres assigned hereby, the same to be paid by said Assignee out of five percent (5%) of 8/8ths of the market value at the wells, as produced, of all the oil and gas which may be produced and saved or marketed (whichever is greater), from the above-described lands under the terms of said lease or any extensions or renewals thereof. All payments made on account of said obligation shall be computed and paid at the same time and in the same manner as royalties payable to the United States under the terms of said lease are computed and paid. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease.

Aubrey Elroy Jones
AUBREY ELROY JONES

STATE OF MASSACHUSETTS)
)
) ss.
COUNTY OF MIDDLESEX)

On the 7th day of December, 1982, personally appeared before me, AUBREY ELROY JONES, who being personally known to me, acknowledged that he executed the attached instrument.

Frederic A. Ceraffi Jr.
FREDERIC A. CERAFFI JR. Notary Public

My Commission expires:
Jan. 19, 1984

699A

700

Form 3106–5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
W-79183

Lease effective date
November 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Mobil Oil Corporation

Address *(include zip code)*

P. O. Box 5444, Denver, Colorado 80217

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 the assignment	Assignment approved as to lands described below
T31N-R115W, Sublette County, Wyoming Section 32 - All containing 640 acres, more or less	184037

RECORDED December 20 1982 2:00 P M
IN BOOK 66 Oil & Gas PAGE 700
FEES $8.00 Pd
SUBLETTE COUNTY COUNTY CLERK
PINEDALE, WYOMING
Dorothy M Stevens

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	prod. payment of ,000 per ac. out of 5% of 8/8 See Exhibit "A"	
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 7th day of December, 1982.

Aubrey Elroy Jones
(Assignor's Signature)
AUBREY ELROY JONES

2 Melville Way
(Assignor's Address)

Weston Massachusetts 02193
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

THE UNITED STATES OF AMERICA

Assignment approved effective — By
(Authorized Officer)

(Title) (Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] 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 ESC-130 .
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 14TH day of DECEMBER , 1982.

MOBIL OIL CORPORATION

D. G. Oyler

(Assignee's Signature)

Assistant Secretary
D. G. OYLER

P. O. Box 5444
(Assignee's Address)

Denver Colorado 80217
(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

CO 8859 (11-72)

STATE OF COLORADO }
COUNTY OF DENVER } ss.

ON DEC 13 1982 19

before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. G. OYLER

known to me to be the Assistant Secretary of MOBIL OIL CORPORATION, the Corporation that executed the within instrument, and to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

WITNESS My Hand and Official Seal.

[illegible] USA
[illegible] PUBLIC
[illegible] COLO
[illegible] Expires
[illegible], 1985

Mary Lyons
Notary Public in and for said County and State

My Commission Expires [illegible]

1050 17th St.
Denver, CO 80202

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.