MEMORANDUM OF FEDERAL OIL AND GAS LEASE

THIS MEMORANDUM, is made this 17th day of December, 1982, by MOBIL OIL CORPORATION, a New York corporation, of Post Office Box 5444, Denver, Colorado 80217.

WITNESSETH: That Mobil Oil Corporation hereby declares that it is the owner of that certain Federal Oil and Gas Lease, Serial No. W-79180, issued effective December 1, 1982 and covering the following described lands, to-wit:

T30N-R115W
Section 6 - Lots 1, 2, 3, 4, 5, 6, 7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4
Section 7 - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, NE/4, E/2 NW/4, NE/4 SW/4
Section 18- Lots 1, 2, 3, 4, E/2, E/2 W/2
Section 19- Lots 1, 2, 3, 4, E/2, E/2 W/2

containing 2,198.77 acres, more or less
Sublette County, Wyoming

IN WITNESS WHEREOF this Memorandum of Federal Oil and Gas Lease has been executed the day and year first hereinabove written.

191032

MOBIL OIL CORPORATION

By P. Moody, Assistant Secretary
LESSEE

RECORDED December 21 1982 11:00 A M
IN BOOK 67 Ovr PAGE 1
FEES $4.00 Lois J Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stuce

STATE OF COLORADO
COUNTY OF DENVER } ss.

ON December 17, 1982 19

before me, the undersigned, a Notary Public in and for said County and State, personally appeared P. Moody

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.

Olga S. Hicks
Notary Public in and for said County and State

My Commission Expires

OLGA S. HICKS
NOTARY PUBLIC
STATE OF COLORADO
My Commission expires
March 29, 1984

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-79188

Lease effective date 12-1-82

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

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 this assignment

Township 34 North, Range 115 West
Section 33: Lots 1, 2, 3, 4,
N/2, N/2 S/2

Containing 641.93 acres, more or less,
Sublette County, Wyoming

194034

Assignment approved as to lands described below

RECORDED December 21 1982 11:00 AM
IN BOOK 67 Ovd PAGE 2
FEES $ 6.00 Sara J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Timothy McElwine

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	7% 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, such statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 6th day of December, 19 82

Bryan Wagner
(Assignor's Signature)

5518 Prytania
(Assignor's Address)

Bryan Wagner

Sworn to and subscribed before me this 6th day of December, 19 82

New Orleans Louisiana 70115
(City) (State) (Zip Code)

Notary Public

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 200,000 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 December , 1982 .

MOBIL OIL CORPORATION

D. G. Oyler

(Assignee's Signature)

D. G. Oyler Assistant Secretary

P. O. Box 5444

(Assignee's Address)

Denver Colorado 80217

(City) (State) (Zip Code)

CO 8659 (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.

MARY UJIFUSA
NOTARY PUBLIC
STATE OF COLORADO
My Commission expires
September 12, 1985

My Commission Expires

Mary Ujifusa

Notary Public in and for said County and State
1050 17th St.
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. 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.

4

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 Midland National Bank as Trustee Under the Will of R. E. Boyle, Deceased (½ of a net .003125) and Sweetie J. Boyle, a widow (½ or a net .003125), 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 or 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-6424 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 Buffalo } ss.

On this 15th day of November, 1982, 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 at Kearney, Nebraska above written.

GENERAL NOTARY - State of Nebraska
ALAN OLDFATHER
My Comm. Exp. Dec. 22, 1986

My commission expires

Notary Public

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 17th day of Dec A. D., 1982 at 2 o'clock P m., and duly recorded in Book 67 Page 4 of the Orig records.

Louis J. Yoder
County Clerk
By Dorothy McLaurie, Deputy
Rec. No. 194059
Fees, $ 4.25

Return to

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

Lease Serial No.
W-31560

Lease effective date
November 1, 1971

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Belco Petroleum Corporation 16.6667%
American Quasar Petroleum Company of New Mexico 8.3333%

Address (include zip code)
200 Union Blvd. Suite 118
Lakewood, CO 80228
475 17th Street, Suite 1322
Denver, CO 80290

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown [illegible]

2. Describe the lands affected by this assignment

T36N-R112W, 6th P.M.
Section 15: SW4, W2SE4
Section 22: E2, NW4, E2SW4
Section 23: S2NW4, SW4
Section 26: N2
Containing 1,360 acres, more or less
Sublette County, Wyoming

December 27 1982 8:00 A.M.
BOOK 67 PAGE 5
FEES $8.25 Lane J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

194076

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	6¼% 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 1st day of ~~June~~ July, 1982.

ENSERCH EXPLORATION, INC.

(Assignor's Signature)

P. O. Box 2649
(Assignor's Address)

R. G. FOWLER, PRESIDENT
ATTEST:

CORPORATE SECRETARY

Dallas Texas 75221
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 [illegible]
(Authorized Officer)

68904

Chief, Oil & Gas Section
(Title)

OCT 4 1982
(Date)

FOR ASSIGNEE

6

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. S. 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.

A Delaware Corporation whose qualificati filed under

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 *8th* day of *June*, 19*82*.

BELCO PETROLEUM CORPORATION

(Assignee's Signature)

Andrew C. Morris
Attorney-in-Fact

200 Union Blvd., Suite 11
(Assignee's Address)

Lakewood, CO 28
(City) (State) (Zip Code)

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

The foregoing instrument was acknowledged before me by Andrew C. Morris, as Attorney-in-Fact of Belco Petroleum Corporation, this 8th day of June, 1982.

WITNESS my hand and official seal.

My commission expires:

February 1, 1986

Notary Public

CHRISTY L. SMITH NOTARY PUBLIC STATE OF COLORADO

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, Pam Cox, a Notary Public, on this day personally appeared R. G. FOWLER, PRESIDENT of ENSERCH EXPLORATION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the PRESIDENT of ENSERCH EXPLORATION, INC., a corporation, acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 1st day of July, 1982.

My commission expires:

My Commission Expires 11/15/84

Pam Cox
Notary Public

PAM COX, Notary Public and For Dallas County

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 C-20899.
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 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 2nd day of August, 1982.

AMERICAN QUASAR PETORLEUM CO. OF NEW MEXICO

(Assignee's Signature)

F. W. McWilliams, Attorney-in-Fact

1700 Broadway, Suite 707
(Assignee's Address)

Denver, CO 80290
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 2nd day of August, 1982, before me a Notary Public in and for said State and County, personally appeared F.W. MCWILLIAMS, known to me to be the Attorney-in-Fact of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and he 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:
May 16, 1986

Notary Public
Blanca T. Lerman
1700 Broadway, Suite 707
Denver, Colorado 80290

RECEIVED OCT - 6 1982

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

Lease Serial No.
W-31560

Lease effective date
November 1, 1971

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

BELCO PETROLEUM CORPORATION

Address (*include zip code*)
200 Union Blvd. Suite 118
Lakewood, Colorado 80228

The undersigned, as owner of 12.50 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

T36N-R112W, 6th P.M.
Section 15: SW4, W2SE4
Section 22: E2, NW4, E2SW4
Section 23: S2NW4, SW4
Section 26: N2
Containing 1360.00 Acres
Sublette County, Wyoming

Each of the below listed Assignor's own an undivided 50% of the interest being conveyed.

Assignment approved to lands described below

191077

SAME LAND DESCRIPTION AS ITEM 2

Recorded 8/1/1982 8:00 AM
IN BOOK 67 Pat PAGE 8
FEES 8.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McGuire

3. Specify interest or percent of assignor's record title interest being conveyed to assignee: 100%

4. Specify interest or percent of record title interest being retained by assignor, if any: None

5. Specify overriding royalty being reserved by assignor: None

6. Specify overriding royalty previously reserved or conveyed, if any: 6¼%

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

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

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

Executed this 8th day of June, 1982.

CSG EXPLORATION COMPANY
R. E. Berney
R. E. Berney, Vice President
717-17th Street, Suite 280
Denver, Colorado 80202

GAS SERVICE ENERGY CORPORATION
William S. LaFonde
William S. LaFonde, President
2460 Pershing Road
Kansas City, Missouri 64108
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

68904

Chief, Oil & Gas Section
(Title)

OCT 4 1982
(Date)

[redacted] [redacted] [redacted]

FOR ASSIGNEE

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. S. 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 8th day of June , 1982.

Andrew C. Morris
(Assignee's Signature)

Andrew C. Morris
Attorney-in-Fact

BELCO PETROLEUM CORPORATION
200 Union Blvd., Suite 118
(Assignee's Address)

Lakewood, Colorado 80228
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of June, 1982, personally appeared R. E. Bersey, to me known to be the identical person who subscribed the name of CSG Exploration Company 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.

Peggy L. Morales
Notary Public

My commission expires:

February 17, 1985

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.

CSG EXPLORATION COMPANY

ATTEST:

Assistant Secretary

GAS SERVICE ENERGY CORPORATION

ATTEST:

Secretary

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE SERIAL NO. W-31560

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of July, 1982, personally appeared _____, to me known to be the identical person who subscribed the name of Gas Service Energy 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.

Notary Public

MARGUERITE M. JENKINS
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Sept. 9, 1984

My commission expires:

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by Andrew C. Morris, as Attorney-in-Fact of Belco Petroleum Corporation, this 8th day of June, 1982.

WITNESS my hand and official seal.

My commission expires:

February 1, 1986

Notary Public

194078

Filed December 27 1982 8:00 AM
Book 67 Oil Page 11
Fees $4.00 Lorraine York County Clerk
Sublette County, Pinedale, Wyoming
by Dorothy M. Lewis

STATE OF UTAH)
: ss
COUNTY OF Salt Lake)

ASSIGNMENT OF OVERRIDING ROYALTY

THIS ASSIGNMENT, made this 21st day of December 1982, by and between Charles F. Hallick, Jr., hereinafter referred to as "Assignor", and Ambra Oil & Gas Company, hereinafter referred to as "Assignee";

WITNESSETH:

THAT FOR AND IN CONSIDERATION, of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby bargain, sell, assign, and set over unto Assignee, its successors, heirs, and assigns, a royalty of 3 per cent of all the oil and gas produced, saved, and sold from the lands described by virtue of the following described oil and gas lease, to-wit:

Date: March 1, 1979

Serial No.: W-65749

Lessor: U. S. GOVERNMENT

Lessee: Gulf Oil Corp.

insofar as said lease covers the following described land in County of Sublette, State of Wyoming, to-wit:

T 36N, R 112W
Sec 10 - W½, SE¼
15 - NE¼, E½SE¼
23 - N½NW¼

800.00 acres

THIS ASSIGNMENT is given without covenants of warranty, either expressed or implied, is executed the day and year first above written, and shall be binding on the undersigned, its successors, and assigns.

Recorded at request of Klaas de Waard
Klaas de Waard
Notary Public State of New York
Nassau County
My Commission Expires March 30 1984

By Charles F. Hallick, Jr.

12

01322

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

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 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

DEC 6 1982 92
26 1322-4
8 132

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 in and made a part of this assignment. Approval of this assignment shall 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 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

Jean Davis
(Assignor's Signature)

410 - 17th St, 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 [redacted] it/Land/SGH:dj [redacted] (Title) [redacted] D-5721

01323

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 Parter

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.

INSTRUCTIONS

01324

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

On this 30 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 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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.

191079

STATE OF WYOMING } SS
County of Sweetwater
FILED FOR RECORD ON
DEC - 6 1982
at 9 o'clock 1 M. and
in Book 736 of Page 322-4
ALBERT B. VESCO, County Clerk and Recorder
By M. Hartley Deputy

889432

RECORDED Dec 27 1982 8:00 AM
IN BOOK 67 PAGE 62
FEES 6.00 COUNTY CLERK
By M. Hartley

13

14

Facsimile Reproduction
Mtn. Fuel Supply Co.
P. O. Box 11368
Salt Lake City, Utah
Form 3106-5
(November 1975)

W-1892

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-015317

New Serial No. W-015317-A

PARTIAL

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

• 194110

Claire Sullivan
P. O. Box 1044
Cheyenne, WY 82001

1.

December 29 1982 8:00 A.M.
67 Ont
PAGE 14
FILED $6.00 Lou Ann Clyde 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) June 1 1952, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 32 North - Range 109 West, 6th P.M.
Section 4: Lot 7

Sublette County, Wyoming

45.09 Ac, more or less

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 6-1/8%

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

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

Executed this 20th day of July, 19 79

ATTEST:
By: [signature] Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY
(Assignor) By [signature] Attorney-in-Fact
Attorney-in-Fact W-015317-A
P. O. Box 11368
Salt Lake City, UT 84139

Evidence of authority of Attorney-in-Fact is filed in W-015317-A and such authority still in effect.

EL PASO NATURAL GAS COMPANY
(Assignee) By [signature] Vice President
P. O. Box 1492
El Paso, TX 79978
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective SEP 1 1979 By /s/ Glenna M. Lane
(Authorized Officer)

Regulations in 43 CFR 3106.2 extend these leases thru 8-31-81

Chief, Oil & Gas Section
(Title)

OCT 29 1979
(Date)

NOTE: This form may be used provided that copies are executed in accordance with the provisions of 43 CFR 3106 [redacted] duplicate on one sheet of both sides of this official form [redacted]

Facsimile Reproduction
Mon-Fuel Supply Co.
P. O. Box 11368
Salt Lake City, Utah

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 22 day of August, 1979

Claire Sullivan
(Assignee's Signature)

Claire Sullivan
P.O. Box 1044
Cheyenne, WY 82001

(Address, include zip code)

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

STATE OF Wyoming)
: ss:
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 21st day of July, 1979, by John Crawford, as Attorney-in-Fact on behalf of MOUNTAIN FUEL SUPPLY COMPANY.

Witness my hand and official seal.

My Commission Expires:

JACK L. HEALEY NOTARY PUBLIC

Notary Public
Residing at Salt Lake City, Utah

takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

☆GPO 1976–682-436

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Facsimile Reproduction
Mtn. Fuel Supply Co.
P. O. Box 11368
Salt Lake City, Utah
Form 3106-5
(November 1975)

W-1887

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PARTIAL
ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

194111

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-08589

New Serial No. W-08589-A

Claire Sullivan
P. O. Box 1044
Cheyenne, WY 82001

December 22 1982 8:00 AM
BOOK 67 Oil PAGE 16
FEES $6.00 Lorraine Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* October 1, 1951, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 32 North - Range 109 West, 6th P.M.
Section 6: Lot 1

Sublette County, Wyoming

37.56 Acres, More or Less

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 7-1/8%

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

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

ATTEST:
By: [signature]
Assistant Secretary

Executed this 20th day of July, 19 79

MOUNTAIN FUEL SUPPLY COMPANY

[signature]
(Assignor) Attorney-in-Fact
Attorney-in-Fact
P. O. Box 11368
Salt Lake City, UT 84139

Evidence of authority of Attorney-in-Fact is filed in W-0153814 and such authority is still in effect.

EL PASO NATURAL GAS COMPANY

[signature]
(Assignor) Vice President

(Assignor's Address)
P. O. Box 1492
El Paso, TX 79978
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved to the lands described below:

SAME LAND DESCRIPTION ITEM 2

Assignment approved effective 1 1979

By /s/ Glenna M. Lane
(Authorized Officer)

Regulations in 43 CFR 3106.4-2 extend these leases thru: 8-31-81

Chief, Oil & Gas Section
(Title)

NOV 1 1979
(Date)

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

[redacted]

Facsimile Reproduction
Mtn. Fuel Supply Co.
P. O. Box 11368
Salt Lake City, Utah

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 21st day of August, 1979

Claire Sullivan
(Assignee's Signature)

Claire Sullivan
P.O. Box 1044
Cheyenne, WY 82001

(Address, include zip code)

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

STATE OF Wyoming)
: ss:
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 21st day of July, 1979, by John Crawford, as Attorney-in-Fact on behalf of MOUNTAIN FUEL SUPPLY COMPANY.

Witness my hand and official seal.

My Commission Expires:

Notary Public
Residing at Salt Lake City, Utah

JAMES L. HEALEY NOTARY PUBLIC

date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

☆GPO 1976-692-438

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Facsimile Reproduction
Mtn. Fuel Supply Co.
P. O. Box 11368
Salt Lake City, Utah
Form 3106–5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PARTIAL ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

194112

W-1891

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-015315

New Serial No. W-015315-A

Claire Sullivan
P. O. Box 1044
Cheyenne, WY 82001

December 29 1982 8:00 AM
BOOK 67 OR PAGE 18
FEE $6.00 Lou Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLuvie

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1982, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 32 North - Range 109 West, 6th P.M.
Section 32: NW/4NW/4

Containing 40.00 acres, more or less
Sublette County, Wyoming

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 3-1/3%

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

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

Executed this 20th day of July, 19 79

MOUNTAIN FUEL SUPPLY COMPANY

(Assignor's Signature)
Attorney-in-Fact
P. O. Box 11368
Salt Lake City, UT 84139

Evidence of authority of Attorney-in-Fact is filed in W-015314 and such authority is still in effect.

ATTEST:
By: Assistant Secretary

EL PASO NATURAL GAS COMPANY

(Assignor's Address) Vice President

P. O. Box 149
El Paso, TX 79978
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective 1 1979

By /s/ Glenn M. Lane
(Authorized Officer)

Regulations in 43 CFR 3106-2 govern these leases thru 8-31-81

Chief, Oil & Gas Section
(Title)

OCT 29 1979
(Date)

NOTE: This form may be reproduced provided that copies are reproductions on one side of both sides of this official form [redacted] and the provisions of 43 CFR 3106 [redacted] Assignees ex[redacted]

Facsimile Reproduction
Mon. Fuel Supply Co.
P. O. Box 11368
Salt Lake City, Utah

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 22nd day of August, 1979

Claire Sullivan
(Assignee's Signature)

Claire Sullivan
P.O. Box 1044
Cheyenne, WY 82001

(Address, include zip code)

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

STATE OF Wyoming)
: ss:
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 21st day of July, 1979, by John Crawford, as Attorney-in-Fact on behalf of MOUNTAIN FUEL SUPPLY COMPANY.

Witness my hand and official seal.

My Commission Expires:

JACK L. HEALEY NOTARY PUBLIC

Notary Public
Residing at Salt Lake City, Utah

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding

ment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

☆GPO 1976–682-438

20

ASSIGNMENT OF OPERATING RIGHTS

MOUNTAIN FUEL SUPPLY COMPANY

WYOMING 4881

Lease Serial Number:
State of Wyoming
79-0645
Effective Date of Base Lease:
November 2, 1979

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:

194113

Mountain Fuel Supply Company
P. O. Box 11368
Salt Lake City, Utah 84139

December 29 1982 8:00 A.M.
67 Sur
4th Rans
PAGE 20
Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

The below specified interest in and to the said Operating Rights insofar as said rights pertain to: the surface of the earth down to the depth of 12,190 feet, or the stratigraphic equivalent thereto in the Fort Union formation, as encountered in The Mesa Unit Well No. 2 located in the SE¼NW¼ of Section 16, Township 32 North, Range 109 West, 6th P.M.

1. Lands affected by this Assignment:

Township 32 North, Range 109 West, 6th P.M.

Section 16: ALL

Containing 640.00 acres, more or less
Sublette County, Wyoming

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

3. Extent of Operating Rights interest hereby conveyed to Assignee: 100% insofar as said rights pertain to the above specified depths

4. Overriding royalty or production payments reserved herein to Assignor: (percentage only) 6.2

5. Overriding royalty or production payments previously reserved: (percentage only) 5.0

6. This Assignment is made subject to all the terms, conditions and provisions of that certain Operating Farmout Agreement dated December 18, 1980 between Mountain Fuel Resources, Inc. and Mountain Fuel Supply Company.

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

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

Executed this 13th day of July, 19 81.

MOUNTAIN FUEL RESOURCES, INC.

Assignment filed in the Lease file without Board Action. Effective Oct. 1, 1981 sm

C. F. Coleman, President

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by C. F. Coleman, President, Mountain Fuel Resources, Inc. this 13th day of July, 1981.

Witness my hand and official seal.

My Commission Expires
7-3-84

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following "Assignees", all of Denver, Colorado, an overriding royalty interest of an undivided an undivided .5% to EDWARD E. LAFAYE, an Individual; and an undivided .5% to EDWARD BLACKSHEAR COALSON, III, an Individual, being a total of 1.0% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to wit:

D-5642 — Oil and Gas Lease effective December 1, 1965, from the United States of America, as Lessor, to Margaret Allen, as Lessee, bearing Serial Number W-0320797, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 110 West, 6th P.M.
Section 23: S½
Section 26: N½, SW¼, N½SE¼, SW¼SE¼

D-5658-1 — Oil and Gas Lease effective October 1, 1966, from the United States of America, as Lessor, to ABKO, Inc., as Lessee, bearing Serial Number W-66293, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 109 West, 6th P.M.
Section 6: Lots 3, 4, 5, 6, 7

D-5700-1 — 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-66294, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 109 West, 6th P.M.
Section 5: Lots 1, 2, S½NE¼
Section 6: SE¼NW¼, E½SW¼

D-5866 — Oil and Gas Lease effective March 1, 1971, from the United States of America, as Lessor, to Van B. Hales, as Lessee, bearing Serial Number W-27518, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 29: SW¼
Section 30: Lots 1, 2, 3, 4, E½, E½W½

D-5866-2 — Oil and Gas Lease effective March 1, 1971, from the United States of America, as Lessor, to Van B. Hales, as Lessee, bearing Serial Number W-66306, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 32: E½, E½W½, W½SW¼

#1 Goldenrod Unit/land/sgh

21

22

01521

D-5868-2 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-66305, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, E½, E½W½
Section 32: W½NW¼

AND, an Overriding Royalty Interest of an undivided .463933% to EDWARD E. LAFAYE, an Individual; and an undivided .463933% to EDWARD BLACKSHEAR COALSON, III, an Individual being a total of .927866% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5866-1 Oil and Gas Lease effective March 1, 1971, from the United States of America, as Lessor, to Van B. [illegible]les, as Lessee, bearing Serial Number W-52118, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 28: All

AND, an Overriding Royalty Interest of an undivided .382043% to EDWARD E. LAFAYE, an Individual; and an undivided .382043% to EDWARD BLACKSHEAR COALSON, III, an Individual being a total of .764086% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to wit:

D-5632 Oil and Gas Lease effective August 1, 1965, from the United States of America, as Lessor, to F. C. Grigsby, as Lessee, bearing Serial Number W-0318323, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 110 West, 6th P.M.
Section 13: N½

D-5697 Oil and Gas Lease effective May 1, 196[illegible], from the United States of America, as Lessor, to Esther Chorney, as Lessee, bearing Serial Number W-5106, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 110 West, 6th P.M.
Section 13: S½

D-5717-1 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-72445, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 17: All
Section 18: Lots 1, 2, 3, 4, E½, E½W½ (All)

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67 Ovt PAGE 21
Sandy York COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

191139

AND, an Overriding Royalty Interest of an undivided .3447075% to EDWARD E. LAFAYE, an Individual; and an undivided .3447075% to EDWARD BLACKSHEAR COALSON, III, an Individual, being a total of .689415% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to wit:

D-5697 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-5106, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 110 West, 6th P.M.
Section 14: NW¼
Section 26: SE¼SE¼

D-5718 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-5192, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 19: Lots 1, 2, E½NW¼, NE¼
Section 20: All
Section 21: S½

D-5720 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Atlantic Richfield, as Lessee, bearing Serial Number W-5561, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 21: N½
Section 29: N½

D-5868 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-5123, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 29: SE¼

AND, an Overriding Royalty Interest of an undivided .2673705% to EDWARD E. LAFAYE, an Individual; and an undivided .2673705% to EDWARD BLACKSHEAR COALSON, III, an Individual, being a total of .534741% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to wit:

D-5596 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Thomas Chorney, as Lessee, bearing Serial Number W-5560, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 109 West, 6th P.M.
Section 4: SE¼SE¼

D-5684 Oil and Gas Lease effective June 1, 1967, from the United States of America, as Lessor, to Erma B. Tolen, as Lessee, bearing Serial Number W-6177, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 109 West, 6th P.M.
Section 4: SW¼, W½SE¼, NE¼SE¼

D-5700 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Cherney, as Lessee, bearing Serial Number W-5116, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 109 West, 6th P.M.
Section 3: Lots 1, 2, 3, 4, S½N½, S½
Section 4: Lots 1, 2, 3, 4, S½N½

D-5700-2 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Cherney, as Lessee, bearing Serial Number W-82449, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sweetwater County, Wyoming:

Township 26 North, Range 109 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S½N½
Section 2: Lots 1, 2, 3, 4, S½N½

D-5868-1 Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Cherney, as Lessee, bearing Serial Number W-52116, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 33: All

AND, an Overriding Royalty Interest of an undivided 2% to EDWARD E. LAFAYETTE, an Individual; and an undivided .2% to EDWARD BLACKSHEAR COALSON III, an Individual, being a total of .4% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to wit:

D-7935 Oil and Gas Lease effective February 1, 1976, from the United States of America, as Lessor, to Geo Globe, as Lessee, bearing Serial Number W-53372, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 27: SW¼
Section 34: NE¼NW¼, W½NW¼

D-7936 Oil and Gas Lease effective June 1, 1974, from the United States of America, as Lessor, to William H. [illegible], Jr., as Lessee, bearing Serial Number W-45225, INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 109 West, 6th P.M.
Section 14: W½NW¼

Pa[redacted]
Assignment of Overriding Royalty [redacted] Interests [redacted]
From Davis Oil Company To Paul Messinger & Co., et al

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

Township 26 North, Range 109 West, 6th P.M.
Section 1: N½SW¼

Said overriding royalty interests herein assigned to Assignees 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 interests or production therefrom.

This Assignment is expressly made subject to the terms and conditions of those certain leases described herein.

This Assignment is expressly made subject to the provision that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and to the royalty payable to the 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 7th day of December, 1982.

DAVIS OIL COMPANY, a Partnership

By: Mollie T. Weiss
Mollie T. Weiss, Attorney in Fact

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

On this 7th day of December 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 acknowleged 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.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue L. S. Hentschel
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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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-79190

Lease effective date
January 1, 1983

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

T34N-R115W
Section 23 - S/2
Section 24 - All

containing 960.00 acres more or less

Sublette County, Wyoming

Assignment approved as to lands described below

194149

RECORDED May 4 1983 10:40 PM
IN BOOK 61 PAGE 26
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Thurne

3. Specify interest or percent of assignor's record title interest being conveyed to assignee		100%
4. Specify interest or percent of record title interest being retained by assignor, if any		None
5. Specify overriding royalty being reserved by assignor		6.25%
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 30 day of December, 1982.

Charles Orr
(Assignor's Signature)
Charles Orr

2300 Cy Ave.
(Assignor's Address)

Casper Wyoming 82604
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved Date _____ 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 30th day of December, 1982.

MOBIL OIL CORPORATION

S. G. Ogler
(Assignee's Signature)
Assistant Secretary

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

INSTRUCTIONS

CO 8859 (11-72)

STATE OF COLORADO
COUNTY OF DENVER } ss.

December 30 1982

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared S. G. Ogler 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.

NOTARY PUBLIC JOY L. HAMPTON STATE OF COLORADO

My Commission Expires Nov. 30, 1986 and Official Seal.
1050 17th Street
Denver, Colorado 80202

Joy L. Hampton
Notary Public in and for said County and State

My Commission Expires 11/30/86

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of December, 19 82, personally appeared Charles Orr and to 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 herein set forth.

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

My Commission Expires: 3-29-84

Olga S. Hicks
Notary Public

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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-9631

Lease effective date December 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 110 West, 6th P.M.
Section 25: N/2
Sublette County, Wyoming

194150

RECORDED January 4 1983 2:00 PM
IN BOOK 67 Misc PAGE 28
FEES $8.00 Lenore Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

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 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.
*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 [illegible]
(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 SEP 1 1982

By [illegible]
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

DEC 14 1982
(Date)

12149-1

NOTE: [redacted] Reproduced provided that copies and reproductions on the front of both sides [redacted] official form [redacted] provisions of 43 CFR 3106

ASSIGNEE'S APPLICATION [redacted] VAL 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 qualifications *must* be in full compliance with the regula-

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-9631

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

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-9631

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.

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-8108

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 110 West, 6th P.M.
Section 1: Lots 1-4, S/2
Sublette County, Wyoming

194151

RECORDED January 4 19 83 12:00 PM
IN BOOK 67 Oil & Gas PAGE 31
FEES $ 8.00 Lou Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Stevens

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.

(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 L. R. Spultz
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 14 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

12148-1

#29-1 Cutlass/Land/RHM 31 D-7352 FOR ASSIGNEE

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 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

[illegible] compliance with the regula-

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 [illegible] Petroleum Corporation, as Assignee, covering Lease Serial No. W-8108

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, [illegible]

Notary Public

(e) [illegible]s or resources.
[illegible] information from the record and/or the record will be transferred to appropriate Federal, State, [illegible] 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-8108

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-7352

34

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-7571-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 5: Lots 1-4, S/2
Section 7: Lots 1-4, E/2, E/2W/2
Section 8: All
Sublette County, Wyoming

194152

RECORDED January 4 1983 12:00 PM
IN BOOK 67 Oil PAGE 34
FEES $8.00 Lois Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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 overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ 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 HEREIN 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 November, 19 82.

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)
Paul Messinger, Attorney-In-Fact
Evidence of authority Attorney-In-Fact
is filed in W-56943 and still in effect

410 Seventh 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 DEC 1 4 1982

By [signature]
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

DEC 1 4 1982
(Date)

[redacted] that copies are [redacted] productions on one [redacted] 43 CFR 3106 [redacted]

ASSIGNEE

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)

[redacted]

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-7571-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

SEAL

Notary Public

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-7571-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 Well and/RHM

7344

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned HOWARD E. MARLOW & RONALD E. HANDO 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

WOODS PETROLEUM CORPORATION 3555 N.W. 58th STREET OKLAHOMA CITY, OKLAHOMA 73112 1/2

W. A. MONCRIEF MONCRIEF BUILDING NINTH AT COMMERCE FORT WORTH, TEXAS 76102 1/2

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 1/4 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 1st day of November, 1982

194223

RECORDED January 7 1983 11:45 AM
IN BOOK 62 O&G PAGE 37
FEES $6.50 Lang Yale COUNTY CLERK
SUBLETTE COUNTY, RINEDALE, WYOMING
by Dorothy M Stone

Howard E. Marlow
HOWARD E. MARLOW

Ronald E. Hando
RONALD E. HANDO

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by HOWARD E. MARLOW and RONALD E. HANDO on the 21st day of December, 1982.

WITNESS my hand and official seal.

My Commission Expires: April 14, 1985

Nancy J. Sorensen
Notary Public

NOTARY PUBLIC STATE OF COLORADO

Assignment of Overriding Royalty from
Howard E. Marlow and Ronald E. Hando
to Woods Petroleum and W. A. Moncrief
dated November 1, 1982

EXHIBIT "A"

WPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
11165-1	W-7575-A USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers NW/4, N/2 SW/4 Section 29-28N-109W [illegible] the surface down [illegible] the total dep[illegible] the Cutlass Unit #1 well (16,986 feet)
12084-1	W-7573-A USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers S/2 SW/4 Section 20-28N-109W from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 well (16,986 feet)

38

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned HOWARD E. MARLOW & RONALD E. HANDO 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

WOODS PETROLEUM CORPORATION 3555 N.W. 58th St. 500 Natl. Foundation West Bldg. Ok. City, Ok 73112

W. A. MONCRIEF NINTH AT COMMERCE FORT WORTH, TEXAS 76102

, 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 11th day of October, 1982.

194224

Howard E. Marlow

Howard E. Marlow

Ronald E. Hando

Ronald E. Hando

RECORDED January 7 1983 11:45 AM
IN BOOK 67 O+G PAGE 39
FEES $8.50 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

40

STATE OF COLORADO
COUNTY OF DENVER ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 8th day of December 1982, personally appeared Howard E. Marlow to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary 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: April 14, 1985

Henry J. Lorenzen
Notary Public

STATE OF COLORADO
COUNTY OF DENVER ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 8th day of December, 1982, personally appeared Ronald E. Hando to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary 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: April 14, 1985

Henry J. Lorenzen
Notary Public

Assignment of Overriding Royalty
dated October 11, 1982 from Howard E.
Marlow and Ronald E. Hando to Woods
Petroleum Corporation and W. A. Moncrief

EXHIBIT "A"

WPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
11376-01	W-42280	Adrian W. Vander Pyl	12-1-73	Township 28 North, Range 109 West Section 18: Lots 3,4, E/2 SW/4, SE/4 Section 19: Lots 1,2,3,4, E/2, E/2 W/2

42

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned HOWARD E. MARLOW & RONALD E. HANDO 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

WOODS PETROLEUM CORPORATION 3555 N.W. 58th STREET OKLAHOMA CITY, OKLAHOMA 73112 1/2

W. A. MONCRIEF MONCRIEF BUILDING NINTH AT COMMERCE FORT WORTH, TEXAS 1/2

, 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 1st day of November, 19 82

194225

RECORDED January 7 83 11:45 AM
IN BOOK 67 O&G PAGE 42
FEES $6.50 Lois J Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Howard E. Marlow
HOWARD E. MARLOW

Ronald E. Hando
RONALD E. HANDO

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by HOWARD E. MARLOW and RONALD E. HANDO

on the 21st day of December, 19 82.

WITNESS my hand and official seal.

My Commission Expires: April 14, 1985

Mary J. Sorenson
Notary Public

Assignment of Overriding Royalty from Howard E. Marlow to Woods Petroleum Corporation and W. A. Moncrief dated November 1, 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 surface to one hundred feet (100') below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Cutlass Unit #29-1 well.

43

44

ASSIGNMENT OF OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That CITIES SERVICE COMPANY, a Delaware corporation whose mailing address is P.O. Box 300, Tulsa, Oklahoma 74102, hereinafter called ASSIGNOR, for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, sell, transfer and assign all of ASSIGNOR'S right, title and interest in the percentages designated below to the following named Limited Partnerships hereinafter called ASSIGNEES, whose mailing addresses are P.O. Box 300, Tulsa, Oklahoma 74102:

Partnership Name	Designated Percentage
CSC-PR 1982 Limited Partnership	49.71428% ,
CSC-ML 1982 Limited Partnership	28.57143% ,
CSC-NW 1982 Limited Partnership	13.71429% ,
CSC-AL 1982 Limited Partnership	3.42857% ,
CSC-JH 1982 Limited Partnership	4.57143% ,

in and to that certain oil and gas lease covering lands in: Sublette County, State of Wyoming,

Lease Number: 6-4908746
Date of Lease: January 2, 1982
Lessor: STATE OF WYOMING 82-0025

Lessee: William C. Armor, Jr.

Description: Township 31 North, Range 112 West, 6th P.M.

Section 36: All

TO HAVE AND TO HOLD the same unto the said ASSIGNEES, their successors and assigns, according to the terms and conditions of said lease, the said ASSIGNEES to perform all the conditions and covenants thereof as to the portion herein assigned. ASSIGNOR warrants title to be free and clear of liens, encumbrances, or other restrictions created by, through or under ASSIGNOR but not otherwise.

IN WITNESS WHEREOF the said ASSIGNOR has caused its name to be affixed by its duly authorized Attorney-in-Fact this 21st day of October, 1982.

Assignment approved by Commissioner of Public Lands: Dec. 10, 1982 without binding the State for the payment of any overriding royalty
Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 1, 1982
et

CITIES SERVICE COMPANY

By _____
Dean Athens, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 21 day of October, 19 82, by Dean Athens, as Attorney-in-Fact, for CITIES SERVICE COMPANY.

Witness my hand and official seal.

My commission expires:

August 12, 19[illegible]

Ruby C. Vandiver
Ruby C. Vandiver, Notary Public

RECORDED Jan 10 1983 8:00AM
BOOK 67 OR PAGE 44
COUNTY CLERK

194230

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

Ladd & Lukowicz, Inc.
1600 Broadway, Suite 1730
Denver, Colorado 80202

W-82272
(Serial Number)

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

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

T. 32 N., R. 108 W., 6th Prin Mer.,
Sec. 19: SE¼SW¼

194231

RECORDED January 10 1983 8:00 A.M.
BK 67 Oil & Gas PAGE 45
FEE $14.00 Larry York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.

Containing a total of 40.00 acres	Annual Rental . . . . . $ 40.00

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:

LADD & LUKOWICZ, INC.

By
(Offeror/Lessee Signature)
Jerry D. Ladd

President
(Title)

ATTEST:

(Offeror/Lessee Secretary)
Kathryn A. Dete, Assistant Secretary

December 14, 1982
(Date Signed)

THE UNITED STATES OF AMERICA

By
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

JAN 4 1983
(Date)

Effective date of lease: FEB 1 1983

FOR LESSEE

LEASE TERMS

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

Sec. 2. The lessee agrees:

(a) *Bond.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in 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 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 land 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 Period	Rate
Beginning 6th Year, Fraction Thereof	$3 per acre or

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 lessor hereto, at such times and in such tanks provided by the lessor 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 the location of all wells and improvements on the leased lands; and a [illegible] leased lands and an acceptable record of all subsurface investigations affecting said lands and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(h) *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.

(i) *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 such oil or gas without discrimination in 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 underlaid 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 range, including forage and timber growth thereon or on [illegible] initial relinquishment or the termination or expiration of this lease or at any other time prior thereto when requested to do so within deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and as 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 restriction.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells, any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90 day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be 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 [illegible] of Sec. 3741 of

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*)

District Manager
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

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."

LADD & LUKOWSKI, INC.

December 14, 1982
Date

By: _____
Signature Jerry D. Ladd
President

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 required. If a survey is 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.

LADD & LUKOWICZ, INC.

Date December 14, 1982

Signature By:

Jerry D. Ladd
President

In order to protect seasonal wildlife habitat, exploration, drilling and other development activity will be allowed only during the period from May 15 to November 15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Supervisor/ Minerals Management Service, with the concurrence of the District Manager/ Bureau of Land Management.

LADD & LUKOWICZ, INC.

Date: December 14, 1982

Signature by:

Jerry D. Ladd
President

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto SOUTHLAND ROYALTY COMPANY, a Corporation, an overriding royalty interest of an undivided .195313% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5717-1 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-72445 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS AND AFFECTS THE FOLLOWING DESCRIBED LANDS IN SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 109 West, 6th P.M.
Section 17: All
Section 18: Lots 1, 2, 3, 4, E½W½, E½

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.

This Assignment is expressly made subject to the terms and conditions of that certain lease described herein.

This Assignment is expressly made subject to the provision that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and to the royalty payable to the 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 Interest is made without warranty of title, either express or implied.

THIS ASSIGNMENT of Overriding Royalty Interest is in lieu of and not in addition to the interest conveyed by that certain Assignment of Operating Rights dated March 28, 1979 between Davis Oil Company and Southland Royalty Company which was not approved by the Bureau of Land Management or recorded in Sublette County, Wyoming.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 26 day of Oct., 1982.

DAVIS OIL COMPANY, a Partnership

By: Mollie T. Weiss, Attorney-in-Fact

194232

RECORDED January 10 1983 8:00 A M
IN BOOK 67 Ovd 51
FEES $ 6.00 Lois Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

#1 Goldenrod Unit/land/sgh

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

On this 26 day of October, 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.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue Ann Hentschel
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned David Munson of 1800 First National Bank Bldg., Dallas, Texas 75202 (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 M-G Royalties, Limited Partnership 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
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 57546 ONLY INSOFAR AS said lease covers the following described lands in Sublette County, Wyoming:
Township 28 North, Range 115 West
Section 26: All

TO HAVE AND TO 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 this 5th day of January, 1983.

David M. Munson

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 5th day of January, 1983, personally appeared David M. Munson to 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.

Dan P. Kim

My Commission Expires:
7-10-85

194233

Recorded January 10 1983 8:00 AM
Book 67 Oil PAGE 53
Fee Lois Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurie

658 [redacted] RECORDED NOV 30 [redacted] 23 O'CLOCK P.M. [redacted] 248

Reception No. 678630 JANET C. WHITEHEAD, Recorder

BOOK 790 PAGE 282

ASSIGNMENT

RECORDED Nov. 9, 1982 10:45 A M
IN BOOK 107 OF Photo PAGE 1
EVELYN ZINGERY, COUNTY CLERK

480856

FOR VALUE RECEIVED, I, PHILLIP EDWARD FLANAGAN, of Riverton, Wyoming, hereby assign to and designate ROSALIE FLANAGAN, as Trustee of the PHILLIP EDWARD FLANAGAN TRUST under Trust Agreement dated April 15, 1982, or her successor in trust, as beneficiary of all my right, title, and interest in and to Mineral Leases, as more fully described on Schedule "A" attached hereto and made a part hereof; and I direct that the same be delivered to said beneficiary on my death. Any party delivering the property assigned hereunder shall have no liability for making such delivery without a court order or without any authority other than this assignment. This assignment and designation of beneficiary is made pursuant to the Wyoming Probate Code.

$8.00 RECORDED Dec. 27, 1982 9 A.M. IN BOOK 195 PAGE 1572 NO. 615797 EVELYN ZINGERY COUNTY CLERK

Dated this 21st day of June, 1982.

PHILLIP EDWARD FLANAGAN

By Rosalie Flanagan
ROSALIE FLANAGAN, Attorney in Fact and Agent under Special Power of Attorney dated 6/21/82

RECEIVED

Oct. 29, 82 12:00 AM
790 MISC. 282

615797

NOV 17 1982 9 A.M.
RECORDED IN BOOK 233 PAGE 1912-80 SWEETWATER WYO
NO. 888270 COUNTY CLERK

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 21st day of June, 1982, by ROSALIE FLANAGAN, Attorney in Fact and Agent under Special Power of Attorney dated 6/21/82.

WITNESS my hand and official seal.
My commission expires Sept. 26, 1984.

Katherine A. Campbell
Notary Public
10595 W. Cedar
Lakewood, Colo

KATHERINE A. CAMPBELL NOTARY PUBLIC STATE OF COLORADO

1050

BOOK 1174

Schedule "A"

MINERAL LEASES

LEASE NO.	T&R	SECTION	COUNTY	ACRES	EXP. DATE
W-74994	35N-68W	22:SE¼NW¼	Converse	40	April 1992
W-77075 KGS	45N-67W	21:SW¼SW¼	Weston	40	Dec. 1986 50%JK
W-77074 KGS	45N-67W	28:SE¼			
		33:NW¼NE¼,N½NW¼	Weston	280	Dec. 1986 50%JK
W-59490					
W-57855 expired					
W-62170	15N-50W	25:All	Chey Co Neb	640	March 1983
W-67128	15N-96W	1:Lots 1,2,3,4 SE¼NE¼,SE¼NW¼, W½SE¼,SE¼SE¼	Sweetwater	759.58	April 1989
		9:SW¼SW¼			
		12:E[illegible],NE¼NW¼			
78-0409 LC	17N-64W	36:N½,SW¼,E½SE¼	Laramie	560	June 1988
79-0093	17N-88W	28:E½	Carbon		Feb. 1989
		33:NE¼			
		34:NW¼			
W-69141	19N-103W	20:[illegible]½	Sweetwater	320	Oct. 1989
W-53373	19N-110W	4:Lots 3,4,S½NW¼,SW¼	Sweetwater	321.75	Feb. 1986
W-60168	24N-115W	33:All			
		34:[illegible],SW¼,NE¼SE¼,S½SE¼	Lincoln	1800	Oct. 1987
		35:[illegible]NE¼,NW¼,S½			
W-70175	25N-101W	14:All	Sweetwater	2560	Aug. 1990
		15:All			
		22:All			
		23:All			
W-66499	28N-95W	21:All	Fremont	1920	Mar. 1989
		22:All			
		23:[illegible]			
		24:[illegible]			
W-60112	28N-108W	19:[illegible],NE¼NW¼,S½NW¼,S½	Sublette	2200	Oct. 1987
		20:All			
		21:All			
		22:[illegible]			
77-0670	31N-110W	36:All	Sublette	640	Nov. 1987
76-0022	33N-82W	36:All	Natrona	640	Jan. 1986
77-0793	33N-113W	22:NE¼,SE¼NW¼, SW¼,SE¼	Sublette	180	Dec. 1987
75-90036	35N-77W	13:S½	Converse	160	Aug. 1985
W-58288	35N-88W	9:[illegible],N½SE¼,SE¼SE¼	Natrona	440	April 1987
		11:[illegible]			
W-63122	35N-92W	30:[illegible]SW¼,N½SE¼	Fremont	120	June 1988
W-66055	36N-84W	9:[illegible]	Natrona	480	Feb 1989
		10:[illegible]			
		15:[illegible]SW¼			
		21:[illegible]NE¼			
W-67218	38N-71W	34:[illegible]	Converse	640	April 1989
		35:[illegible]			
W-660	38N-89W	1:Lots 3,4S½NW¼,SW¼	Natrona	394.36	Sept. 1976*
		2:[illegible]E¼ (Called Madden Deep Un[illegible]			
77-0130	39N-63W	16:[illegible]	Niobrara	320	March 1987
W-51209	40N-76W	25:[illegible]¼NW¼	Converse	120	August 1985
		26:[illegible]NE¼			
75-93659	43N-69W	16:[illegible]	Campbell	320	Nov. 1985
W-59493 expired	45N-67W	1:[illegible]¼NW¼,W½SW¼	Weston	200	July 1982
		12:[illegible]NW¼			
W-56113	45N-67W	2:[illegible]¼	Weston	360	Oct. 1981*
		2:[illegible]NW¼			
		32:[illegible]W¼SE¼			
W-59495	45N-6[illegible]	32:[illegible]¼NE¼,NE¼SE¼	Weston	80	July 1981*
W-58911	46N-7[illegible]	11:[illegible]W¼	Campbell	160	June 1989
79-0286	46N-72[illegible]	36:All	Campbell	640	May 1979
74-28888	47N-10[illegible]W	1:Pt.Res.Tr.37 (Orig.SW¼,SW¼NW¼,S½SE¼)	Park	59[illegible].64	May 1984
		2:Pt.Res.Tr.38 (Orig.Lots 1,2,3,4,S½N½)			
W-54034	51N-70W	27:[illegible]W¼	Campbell	320	April 1986
		34:[illegible]E¼			
80-0421	52N-93W	Pt.Res.Lot72 (Orig. N½Sec 16)	Big Horn	314	Sept. 1990 25%
W-44614	53N-70W	24:NE¼SE¼	Campbell	40	May 1984
W-66864	57N-98W	30:Lots 1,2,3,4,E½W½	Park	316.45	March 1984
[illegible]	57N-99W	25:E½NE¼,NE¼SE¼	Park	120	March 1984

[redacted] [illegible] producing or it wo[redacted]ave expire[redacted] Can't [redacted]

ease No.	T&R	Section	County	A s	Exp. Date
-27406	4S-102W	6:SE¼NW¼,N½SE¼	Rio Blanco,	40	Feb. 1989
		8:SE¼NE¼,NE¼SW¼,NW¼SE¼	Colorado		
-27920	43N-20W	1:Lots 1,2,S½NE¼,NW¼SW¼	San Miguel,	964.44	June 1989
		2:Lots 1,2,3,4,SE¼NE¼,NE¼SE¼	CO		
	44N-20W	26:Lots 3,4, SE¼			
		35:Lots 1,2,3,4, NE¼,E½SE¼			
		36:SW¼NW¼,SE¼SE¼			
M-32861	7S-37E	21:SW¼	Roosevelt,	280	April 1988
	7S-38E	7:NW¼NW¼,S½NW¼	New Mexico		
J-34364	7S-22E	7:SE¼SE¼	Uintah,Utah	600	Dec. 1986
		8:S½			
		9:N½S½,SW¼SW¼,SE¼SE¼			
J-9803	9S-18E	1:Lot 1, SE¼NW¼,SW¼SW¼	Uintah, Utah	1400.1	Held by production
		25:All			
		27:All			
W-49241	47N-92W	12:N½SE¼,SW¼SE¼	Washakie	120	Held by production
W-57859	15N-50W	35:All	Cheyenne,NBR	640	Held by production
W-53472	49N-92W	1:SE¼SW¼,S½SE¼	Big Horn	440	Held by production
		2:S½SE¼			
		11:N½N½			
		12:SW¼NW¼,NE¼SW¼			
63-6076	37N-78W	16:SW¼	Natrona	160	Held by production
W-66869	47N-91W	7:NE¼SW¼	Washakie	40	Held by production
64-6991	47N-76W	16:N½,SW¼,E½SE¼	Campbell	560	Held by production
W-56112	45N-67W	26:SE¼NW¼,SW¼NE¼,NW¼SE¼	Weston	120	Held by production

Fremont County: Wyo. No. 1050488
Recorded 248
DEC 30 1982 Book 195 of Microfilm Page
2:00 o'clock P.m. James A. Farthing
County Clerk

194235

RECORDED January 10 1983 8:00 AM
IN BOOK 67 D+A PAGE 54
FEES $8.00 Laird Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Clune

111

BOOK 1174

1052

57

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 84- 900
PARCEL NO. 637
FUND COMMON SCHOOL

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

MERLE C. CHAMBERS, as lessee.

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

160.00	S½N½	Section 24, T. 28 N., R. 103 W., 6th P. M.
640.00	All	Section 36, T. 28 N., R. 103 W., 6th P. M.

800.00 Acres

194237

RECORDED Jan. 12, 1983 8:42 AM
IN BOOK 67 Oil & Gas PAGE 57
FEES 6.00 Lorraine Updike COUNTY CLERK
SUBLETTE COUNTY CLERK
Lorraine McKinney

County Sublette Total Acres 800.00 Advance Rental $ 800.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations and other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the laws of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated on an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan Lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the special lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those pertaining for the leasing of State or Farm Loan Lands for oil and gas, the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed 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.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to be effective on the 2nd day of December, 19 82 A.D.

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

SEAL

DEPUTY Bob R Bullock
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE Merle C. Chambers

Address 1800 E. Union Ave., S-1100 City Denver
State Colorado 80237 (Zip) Telephone No. (303) 740-9000

[redacted] OIL AN[redacted]SE TERMS [redacted]

Section 1 THE LESSEE AGREES:

(a) BOND To furnish a bond with surety approved by 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 governing the same, and to be conditioned on the payment of all damages to the surface and improvements thereon where the lessee covers land in the surface of which has been sold or otherwise leased by the State of Wyoming, or other lands held or subject to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

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

(c) RENTALS Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

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 $2.00 per acre or fraction thereof, or such other sum as may be agreed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty days after the notice of default has been received, the lease will be cancelled by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to credit on royalty due for any penalty paid for late payment of rental or the operation thereof.

(d) ROYALTIES The royalties to be paid by lessee are:

(i) On oil, one sixth 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 and other hydrocarbon substances 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 sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of a solid and gaseous substances and elements produced or extracted, including propane, butane, sulfur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) 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 this allowance for the cost of extraction may exceed two thirds of the amount or value only on approval of the lessor and in no event shall the price for gas or natural gasoline be less than that received by the United States of America for its royalties from the same field.

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom is sold, royalty shall be paid, except in the event the residue or dry gas shall be marketed, it shall be considered a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and its products used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

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

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

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

(f) MEASUREMENTS OF PRODUCTION To gauge, measure and correct for temperature all oil produced on said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records and report pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on offset lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with daily production reports showing the day, month, year, amount, gravity and temperature of all oil produced and with monthly reports showing the month, year, amount and price of all gas and natural gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

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

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

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

(i) LOG OF WELLS AND REPORTS To keep a log in the form approved by the lessor, of each well drilled by the lessee on the land herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and [illegible] and such other information as the lessor may require; which log or copy thereof shall be forwarded 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 other 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 further reports pertaining to the production and operations by the lessee on said land, including such other information as may be possessed by the lessee on the wells, production or operation of other wells on the same geological structure that may be of importance in effectuating the development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports or conditions that warrant.

(j) PRODUCE PROFITABLY To operate the wells upon the land herein leased in a competent and efficient manner and to use all reasonable diligence to prevent the escape of oil and gas or other products from said land and to prevent the intrusion of water into the oil and gas bearing sands hereunder by wells operated by the lessee or others. All plans or methods for the purpose of stimulating production or increasing production from wells located other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

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

(k) SUSPENSION OF OPERATIONS Should any well drilled upon lands covered by this lease obtain production of oil, gas or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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

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

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

All overriding royalties to be valid must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2 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) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c) 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.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below.

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

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

Section 3 APPRAISAL OF IMPROVEMENTS The lessee shall have the right, subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4 FORFEITURE CLAUSE The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture or for the same cause occurring at any other time.

Section 5 RELINQUISHMENT AND SURRENDER This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

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

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

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

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, SW¼NW¼, W½NE¼, 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

ISSUED

RECORDED Jan 20 1982 5:00 AM
BK 66 Orig 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 payment terms as provided under 43 CFR 3.

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 and/or sublease (copy attached) are incorporated and made a part of this assignment. Approval of this assignment does 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 28 day of October, 1982

194265

RECORDED Jan 20 1983 3:00 PM
IN BOOK 67 Orig PAGE 59
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

(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 Ol[redacted]hit/land/sph [redacted] (T[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 [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 to make 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 22 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 23, 1984

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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.

61

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS. That I, we, Rainbow Resources, Inc., and Williams Exploration Company, 3025 South Parker Road, Suite 601, Aurora, Colorado 80014, assignor, being lessee, lessees, under 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, 6th P.M.

Section 16: All

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

Township 29 North, Range 114 West, 6th P.M.

Section 16: All

and in the proportions specified on the Rider attached hereto;

and containing 640.00 acres more or less, reserving, however, unto assignor, its successors and assigns, a Five Percent of Eight-Eighths (5% of 8/8ths)

TO HAVE AND TO HOLD the said Assignors, 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.

This Assignment is subject to that Farmout Agreement dated April 3, 1979 as amended between Terra Resources, Inc., Rainbow Resources, Inc., Amber Oil Exploration, Inc., and John J. Christmann.

IN WITNESS WHEREOF, the instrument executed this 13th day of October, 1981.

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado
County of Arapahoe

On this 13th day of October, 1981, before me personally appeared Joe Gill, to me personally known, being by me duly sworn, did say that he is the Attorney-in-Fact of Rainbow Resources, Inc., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Joe Gill acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of October, A.D. 1981.

(SEAL) NOTARY PUBLIC

Notary Public

My Commission expires: July 21, 1984

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado
County of Arapahoe

On this 13th day of October, 1981, before me personally appeared Joe Gill, to me personally known, being by me duly sworn, did say that he is the Attorney-in-Fact of Williams Exploration Co., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Joe Gill acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of October, A.D. 1981.

(SEAL) NOTARY PUBLIC

Notary Public

My Commission expires: July 21, 1984

Assignment approved by Land Commissioners: November 29, 1982 without binding the State for the payment of any o.r.royalty

WY-2775 Greater LaBarge Prospect [redacted]

Assignment recorded in the Office of the Commissioner of Public Lands: [redacted]

63

FIRST ORIGINAL

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
STATE OF WYOMING
XXXXXXXXXXXXXXX OIL & GAS LEASE 78-0169

DISTRICT LAND OFFICE

THIS AGREEMENT, made and entered into on the 1st day of September A.D., 1982 by and between CHARLEEN F. MEE, Personal Representative for the Estate of Robert B. Mee, of P. O. Box 11117, Salt Lake City, Utah 84147, hereinafter called Assignor, and PAUL F. CATTERSON, of P. O. Box 1482, Denver, Colorado 80201, hereinafter called Assignee,

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to her in hand paid by Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to Two percent (2.00 %) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the XXXXXXXXXXXXXXXXXXXXXXXXXXXX State of Wyoming as Lessor, and Robert B. Mee, as Lessee, bearing Serial No. 78-0169 on the following described lands situated in Sublette County, State of Wyoming to-wit:

T 28 N, R 104 W., 6th P.M.
Sec. 11: SE¼
Sec. 14: N½NE¼, NE¼NW¼, S½NW¼, N½S½

containing 520.00 acres, more or less

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 1st day of September, 1982.

Charleen F. Mee
Charleen F. Mee, Personal Representative
for the Estate of Robert B. Mee

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 1st day of September A.D., 1982, before me personally appeared Charleen F. Mee, Personal Representative for the Estate of Robert B. Mee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed

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

My commission expires:

Notary Public

Residing in Salt Lake County, Utah

RECORDED January 13 1983 2:04 PM
BOOK 67 Oil & Gas PAGE 63
FEES $4.00 Joan Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

194307

RIDER ATTACHED TO ASSIGNMENT DATED OCTOBER 13, 1981 of LEASE NO. 76-0342 .

American Quasar Petroleum Co. of New Mexico 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	15.83333%
Mesa Petroleum Co. P.O. Box 2009 Amarillo, Texas 79189	12.66667%
John J. Christmann 1500 Broadway, Suite 800 Lubbock, Texas 79401	1.95000%
Flag-Redfern Oil Co. P.O. Drawer 2280 Lubbock, Texas 79701	1.95000%
Vernon Delgado P.O. Box 66 Pinedale, Wyoming 89241	1.95000%
Sherman H.Norton and Ronda L. Norton, as Joint Tenants and not as Tenants by the Entirety. 6C Lubbock National Bank Bldg. Lubbock, Texas 79401	.65000%

RIDER

WILLIAMS EXPLORATION COMPANY
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

RAINBOW RESOURCES, INC.
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

194306

RECORDED January 14 1983 8:00 AM
IN BOOK 67 Orf PAGE 61
FEES $ 7.50 Sara J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

FIRST ORIGINAL

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL & GAS LEASE W-39375

DISTRICT LAND OFFICE CHEYENNE, WYOMING

THIS AGREEMENT, made and entered into on the 1st day of September A.D., 1982 by and between CHARLEEN F. MEE, Personal Representative for the Estate of Robert B. Mee, of P. O. Box 11117, Salt Lake City, Utah 84147, hereinafter called Assignor, and PAUL F. CATTERSON, of P. O. Box 1482, Denver, Colorado 80201, hereinafter called Assignee,

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to her in hand paid by Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to Three and one-eighth percent (3-1/8 %) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States of America and Robert B. Mee as Lessee, bearing Wyoming Serial No. 39375 on the following described lands situated in Sublette County, State of Wyoming to-wit:

T 34 N, R 110 W, 6th P.M.
Sec. 18: Lots 1, 2, 3, 4
Sec. 19: Lots 1, 2, 3, 4
Sec. 29: NE¼, N½NW¼
Sec. 30: Lot 1, N½NE¼, NE¼NW¼

containing 651.80 acres, more or less

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 1st day of September , 19 82.

Charleen F. Mee
Charleen F. Mee, Personal Representative
for the Estate of Robert B. Mee

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 1st day of September A.D., 1982 , before me personally appeared Charleen F. Mee, Personal Representative for the Estate of Robert B. Mee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

My commission expires:

Notary Public
Residing in Salt Lake City, Utah

194308

RECORDED January 11 1983 8:00 AM
IN BOOK 67 ORT PAGE 64
FEES $4.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

64

ASSIGNMENT OF OPERATING RIGHTS

This Assignment of Operating Rights is made, entered into and effective as hereinafter provided, by and between PINNACLE OIL CORPORATION, a Wyoming corporation, P. O. Box 1430, Casper, Wyoming 82602, hereinafter referred to as "ASSIGNOR", and R. J. Ackerman, P. O. Box 1250, Casper, Wyoming 82602, ASSIGNEE of an undivided 50% of ASSIGNOR'S interest, and Ralph M. Frye, P. O. Box 526, Seneca, Missouri 64865, ASSIGNEE of an undivided 50.00% of ASSIGNOR'S interest, hereinafter referred to as "ASSIGNEES".

By instrument of conveyance from MOUNTAIN MINERALS COMPANY, dated the 13th day of June, 1975, ASSIGNOR is the owner of an interest in the operating rights under all of the leases listed in the attached Exhibit "A", which is made a part of this Agreement. The interests in the Operating Rights are limited to certain depths and vary as to the amount of interest in different tracts; the interest being conveyed as specifically recited prior to the listing of the leases as groups in the attached Exhibit "A".

Now, in consideration of the sum of $10.00 and other value in hand paid to Assignor by Assignees, the receipt and sufficiency of which is acknowledged by Assignor, Assignor does hereby transfer and convey to Assignees the following:

1. To each of the ASSIGNEES, an undivided 50.00% of Assignor's Operating Rights and Working Interest, to each of the ASSIGNEES, an undivided 50.00% of Assignor's interest in the oil and gas produced and saved from the lands and out of the interests described in the attached Exhibit "A".

2. In Groups I and II of lands and leases in the attached Exhibit "A", the interests conveyed hereby from Assignor to Assignees shall vest all of Assignor's Operating Rights and Working Interests in those leases and lands in the percentile interests of 50.00% to each ASSIGNEE, being an undivided 15.105% to R. J. Ackerman and an undivided 15.105% to Ralph M. Frye and shall result in a vesting to Assignees of all of ASSIGNOR'S leasehold interests and/or operating Rights, or any other interests now owned by ASSIGNOR; the interest of ASSIGNOR being assigned to ASSIGNEES under Groups I and II is 30.21% of the Operating Rights covered by said tracts.

3. In Group III of lands and leases in the attached Exhibit "A", the interests conveyed hereby from Assignor to Assignees shall vest all of Assignor's 60.42 interest in the Operating Rights and Working Interest in that lease in the percentile interests of 50.00% to each ASSIGNEE,

194335

RECORDED Jan 11 1983 8:00 AM
IN BOOK 67 Oil PAGE 65
RECORDED [illegible] COUNTY CLERK
[illegible]

being an undivided 30.21% to R. J. Ackerman and an undivided 30.21% to Ralph M. Frye in and under all of ASSIGNOR'S leasehold interest and/or Operating Rights, or any other interests now owned by ASSIGNOR, the interest of ASSIGNOR being assigned to ASSIGNEES under Group III of the Operating Rights covered by said tract.

4. Record title in USA Oil and Gas Lease Number W-16770 shall not be affected by this Assignment of Operating Rights.

5. Assignees by their execution of this instrument acknowledge that the interest conveyed to them herein is and shall be limited to the designated percentile interest in the Operating Rights to the depths and through the zones as set forth and expressed in the attached Exhibit "A", and that they own no interest in depths below the limited depths as set forth and expressed in the attached Exhibit "A".

6. The interests conveyed herein are expressly all of those which are presently owned by Assignor and are neither enlarged nor diminished by this Assignment, and Assignor acknowledges that this Assignment conveys to Assignees in the percentages herein provided all of its right, title and interest in the lands and leases set forth and described in the attached Exhibit "A", whether or not recited in this Assignment of Operating Rights.

7. The interests conveyed herein are subject to all of the terms and conditions of the Agreements, Assignments and/or conveyances through which Assignor obtained the interest which is being conveyed.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Operating Rights this 28th day of December, 1982, but effective as of 11:58 P.M. December 31, 1982.

ATTEST:

By _____
Clyde Harris, Jr.
Secretary-Treasurer

ASSIGNOR

PINNACLE OIL CORPORATION

By R J Ackerman
President

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R. J. Ackerman, President, of PINNACLE OIL CORPORATION, this 28th day of December, 1982.

Witness my hand and official seal.

Martha H. Thomason - Notary Public
County of Natrona State of Wyoming
My Commission Expires June 9, 1984

Martha H. Thomason
Notary Public

66

EXHIBIT "A"
Attached to and Made a Part of That Certain
ASSIGNMENT OF OPERATING RIGHTS dated the 28th day of December, 1982
by and between PINNACLE OIL CORPORATION, ASSIGNOR and
R. J. Ackerman and Ralph M. Frye, Assignees

The Operating Rights and/or Working Interests which are subject to the terms and conditions of this Assignment of Operating Rights are as follows:

I. A net undivided 30.21% interest of the Operating Rights in the following Oil and Gas Leases, insofar and only insofar as said leases cover the interval between the surface of the ground and a depth that is the stratigraphic equivalent of 100' below the top of the M-50 sand zone as correlated on the bore hole electric log at a depth of 3,720' in the Mountain Minerals Company #33-6 USA, Section 6, T. 29 N., R. 112 W., Sublette County, Wyoming:

1. Arthur G. Hoover Fee
   Township 29 North, Range 112 West, 6th P.M.
   Section 7: Lots 1,2,3,4, E½NW¼, NE¼SW¼, N[illegible]
   Township 29 North, Range 113 West, 6th P.M.
   Section 12: NE¼, N½SE¼
   Containing 4[illegible]2.72 acres, more or less.

2. Enger K. Christman, et al
   Township 29 North, Range 112 West, 6th P.M.
   Section 18: Lots 1,2, E½NW¼
   Township 29 North, Range 113 West, 6th P.M.
   Section 12: S½SE¼
   Containing [illegible]6.06 acres, more or less.

3. USA Lease W[illegible]6770
   Township 29 North, Range 112 West, 6th P.M.
   Section 6: Lot 5, SE¼NW¼, S½NE¼, NW¼SE¼
   Containing [illegible]3.61 acres, more or less.

II. A net undivided 20.21% interest in the Operating Rights from the surface of the ground to a depth which is the stratigraphic equivalent of 3,800' in the well located in the SE¼SE¼ of Section 31, T. 30 N., R. 112 W., in the following:

1. USA Lease W[illegible]6770
   Township 30 North, Range 112 West, 6th P.M.
   Section 31: Lots 3,4, E½SW¼, N½SE¼, SW¼SE¼
   Containing [illegible]7.73 acres, more or less.

III. A net 60.42% of the Operating Rights from the surface of the ground to the depth of 3,800' in the well located on this tract, described as follows:

1. USA Lease W[illegible]6770
   Township 30 North, Range 112 West, 6th P.M.
   Section 31: SE¼SE¼
   Containing 4[illegible].00 acres, more or less.

Attach [redacted]

Mid-Continent As[redacted]
Form No. [redacted]

(This Space Reserv[redacted] Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Victory Land and Exploration Company
662 Grant Street
Denver, Colorado 80203

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Primary Fuels, Inc.
P. O. Box 569
Houston, Texas 77001

(hereinafter called Assignee) all (100%) of its right, title and interest in and to the oil and gas lease dated April 15, 19 82, from The First National Bank and Trust Company of Wyoming, lessor, to Victory Land and Exploration Company, lessee, recorded in book 66 O&G, page 624 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M.
Section 28: Lots 2, 3, 4, 8 & 9; S½NW¼; N½SW¼; SW¼SW¼

RECORDED January 17 1983 2:00 P M
IN BOOK 67 O&G PAGE 68
FEES $6.00 Lorin Yoh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

194342

of Section XXXXXX Township XXXXXX Range XXXXXX and containing 349.03 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

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

Warranty of title is made only as to those parties claiming by or through Assignor.

EXECUTED, This 3rd day of January, 19 83

VICTORY LAND AND EXPLORATION COMPANY

J. Steven Mobley
BY J. STEVEN MOBLEY, Vice-President

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that___ executed the same as___ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____ _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. CORPORATION ACKNOWLEDGMENT

On this _____ day of _____ 19____, before me the undersigned, a Notary Public in and for said county, personally came _____, President of the _____ to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said _____, and that the Corporate seal of the said _____ was thereto affixed by its authority.

Witness my hand and Notarial Seal at _____ in said county the day and year last above written.

My commission expires _____ _____
Notary Public

65

Phone [redacted] (303) 893-1681 [redacted] [redacted]

STATE OF _____ }ss.
COUNTY OF _____

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____

day of _____, 19____, personally appeared _____

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

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

My Commission Expires _____ _____
Notary Public.

STATE OF _____ }ss.
COUNTY OF _____

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____

day of _____, 19____, personally appeared _____

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

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

My Commission Expires _____ _____
Notary Public.

STATE OF COLORADO }ss.
COUNTY OF DENVER

ACKNOWLEDGMENT (For use by Corporation)

On this 3rd day of January, A.D. 19 83, before me personally appeared J. Steven Mobley, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Victory Land and Exploration Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. Steven Mobley acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 3rd day of January, A.D. 19 83

Constance M. Ferrell
CONSTANCE M. FERRELL
662 Grant Street
Denver, Colorado 80203
Notary Public.

(SEAL)

My Commission Expires 9/07/86

No. _____

FROM _____

TO _____

Dated _____, 19____

No. Acres _____

_____ County, _____

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

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Form 4-1012
(August 1947)

Lease accounts established October 1943

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston
Serial 024756

Noncompetitive

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the first day of June, 1948 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Lucile Hilton, 210 McIntyre Building, Salt Lake City, Utah.**

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the ~~attached~~:

T. 28 N., R. 113 W., 6th P. M., Wyoming.
Sec. 25, lots 1, 2, 3, 5, 6, 7, ~~NE¼SE¼~~ NE¼SE¼;
Sec. 26, lots ~~1, 2, 3,~~ 4, 5, 6, 7, 8, ~~NE¼NE¼~~ NE¼NE¼ and B;
Sec. 35, all;
Sec. 36, all.

x
x
x
x
x
x
x
x
x
x

containing 1,920.50 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:
(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum equal to the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the minimal sum of $5,000 approved corporate surety bond conditioned in accordance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond is furnished by an approved operator of the lease is accepted.

Marion R. Barker

RECORDED Jan 18 1983 2M
BOOK 67 Pg 19 PAGE 20
Lee Ann Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

194311

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 3 1982
CHEYENNE LAND OFFICE

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

(b) Cooperative or unit plan.—Within 30 days of demand, or if the land is within an approved unit plan, in the event such a 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 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 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 under instructions of said Secretary; (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 require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(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. The lessee shall not 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) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secre- [illegible] information as to other arrangements for such sales.

(f) 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 amounts 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, investment, depreciation, and costs.

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) 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.

(i) 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 Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

(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 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 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) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated as a feasible to the oil or gas derived from lands under this lease, to accept and convey oil, if a purchaser of such products, to transport at reasonable rates and without discrimination [illegible] oil or [illegible] or company holding [illegible] pipe line,

Vernon P. Burke

operating a lease or purchasing or selling oil gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.—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) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved—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 any of the lands embraced within this lease which are owned by the United States 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.

(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, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

SEC. 4. Drilling and producing restrictions.—It is covenanted and 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 hereof 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 regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

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 lessor or another lessee may, if the lessee shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be agreed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen. Pending such election all equipment shall remain in normal position. If the lessor or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

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 make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, lease may be canceled only by judicial proceeding 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 may 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.

SEC. 8. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

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, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.
For the Director, Bureau of Land Management

By Lorraine Robbins
Director of the Bureau of Land Management.

Witnesses to signature of lessee.

Lessee.

U. S. GOVERNMENT PRINTING OFFICE 16—50783-1

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acres.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part [illegible], "Oil and Gas Operating Regulations."

In determining the amount or value of [illegible] and liquid products produced, the amount or value shall not be affected in allowing for the cost of manufacture. The allowance for cost of manufacture by exclusion of two-thirds of the amount or value of any product [illegible] or applying royalty rates [illegible] of the Interior [illegible]

No. 8-7 L ASSIGNMENT
Surrender to Lessee

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Washington, D. C.

Oil and Gas Lease Evanston
Serial No. 024756
Lucile Hilton, Lessee

} ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS AGREEMENT, dated the 13th day of May, 1953, by and between Lucile Hilton, whose address is Salt Lake City, Utah, hereinafter called "Assignor," and Jack Saltz, whose address is Brooklyn, N. Y., hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, pursuant to an application filed with the Secretary of the Interior, bearing Evanston Serial Number 024756, there was issued under date of June 1, 1948, to said Assignor, a United States Oil and Gas Lease bearing the above serial number and covering the following described land situated in Sublette County, State of Wyoming, that is:

T. 28 N., R. 113 W., 6th P.M., Wyoming
Sec. 23: Lots 5, 6, 7
Sec. 24: Lots 5, 6, 7, 8, Tracts 46 A and B
Sec. 25: All

194345

929.41 acres

and

WHEREAS, Assignor desires to sell and assign, as herein provided, to Assignee the above described land;

NOW THEREFORE:

In consideration of the sum of ---------- Ten Dollars ($10.00) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above-described United States Oil and Gas Lease, TO HAVE AND TO HOLD the same unto Assignee forever.

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of execution and acknowledgment hereof by Assignee, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term "said lease," as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those imposed by the United States Government by law, regulation, or the terms of such lease, and Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of any claims or rights asserted by, through, or under the Assignor.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

[illegible]

5. Assignee, in performing any operations under said lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and a provision identical with the foregoing shall be included in all contracts made by Assignee relating to such operations.

6. If the Secretary of the Interior shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth or the equivalent thereof, as may be acceptable to said Secretary.

7. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain and be in full force and effect as so modified. Paid $10 assignment fee, Rec. # 115970

M 10 1953

8. Assignor and Assignee hereby consent to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946, (Public Law 585, 79th Congress) of all uranium, thorium, or other materials which are or may be deemed to be peculiarly essential to the production of fissionable materials whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

9. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

The provisions set out in paragraphs numbered 10-11 of the attached Rider for Assignment are incorporated in and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESSES:

To execution by Assignor

Lucile Hilton
Assignor

To execution by spouse of Assignor

Eugene W. Hilton
Spouse of Assignor

To execution by Assignee

Assignee
Marvin P. Burke

By

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 3 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved
Manager, Land and Survey Office

By

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

On this 12th day May 1953, before me personally appeared Lucile Hilton and Eugene W. Hilton, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and official seal this 12th day of May, A. D. 1953.

My commission expires on April 21, 1957

Notary Public
Residing at Salt Lake City, Utah

STATE OF
COUNTY OF } ss.

On this day of 19, before me personally appeared and to me personally known, who being by me duly sworn, did say that they are and , respectively of , a corporation organized and existing under and by virtue of the laws of the State 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 did severally acknowledge said instrument to be their free act and deed and the free act and deed of said corporation for the uses specified therein.

Given under my hand and official seal this day of, A. D. 19.

My commission expires on the

Notary Public
Residing at

Recorded in the records of County, State of in Book at page at o'clock M., on the day of , 19

County Clerk and Recorder.

RIDER FOR ASSIGNMENT

10. There is reserved to Assignor and not conveyed hereby an overriding royalty equal to six per cent (6%) of all oil and/or gas or other minerals produced, saved and sold from the interests and estate hereby conveyed by Assignor to Assignee. Said royalties are to be paid at the time and under the same terms and conditions as royalties are payable to the Lessor.

11. The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

80

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

RECEIVED
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE
MAY 8 1953
CHEYENNE, WYOMING

In the Matter of Oil and

Gas Serial Evanston 024756

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the attached _____ assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native born X _____.

2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.

3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.

4. Amount remitted: Filing fee, $10.00.

5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 300,000 cubic feet or less, and that such suspension will apply separately to any lease or portion of a lease segregated for computing Government royalty.

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

Executed and witnessed this 29th day of May, 1953.

WITNESSES:

A. W. Hall
668 E. 52nd St., Brooklyn, N. Y.
(Name and Address)

Hall
393 Chester St., Brooklyn, N. Y.
(Name and Address)

_____
(Assignee's Signature)

1611 - St., Brooklyn, N. Y.
(Address)

Assignment approved effective

THE UNITED STATES OF AMERICA

By _____

Title

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC - 3 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT
Marvin R. Bo

[redacted]

Form [redacted] (Jan. [redacted]) with acreage [redacted] limited to 46,080

Facsimile reproduction
Kintzel Blue Print Co.
Box 741
Casper, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILL[redacted] LESSEE
Receipt No. 251533
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 024756
Date of Lease June 1, 1948

OFFICE STAMP: RECEIVED SEP 19 1955 Bureau of Land Management Land Office Cheyenne, Wyoming

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to ..... (Name and address)

David C. Bintliff, 812 Rusk Avenue, Houston 2, Texas

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

T. 28 N., R. 113 W., 6th. P. M., Sublette County, Wyoming

Section 23: Lots 5, 6, 7
24: Lots 5, 6, 7, 8, Tracts 46 A and B
25: All

929.41 acres, more or less

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None (State percentage only)
(See item 5 of Instructions.)
5. Overriding royalties previously reserved ..... 6% (State percentage only)

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

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

Executed and witnessed this 11th. day of July 19 55

Jack Saltz
Jack Saltz (Assignor's signature)

WITNESS:
Violet Berman

1015 Washington Ave., Brooklyn, N. Y. (Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born X Naturalized .....
Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed this 15th day of September 19 55

David C. Bintliff

WITNESSES:
[illegible] (Name and address)
[illegible] - Houston, Texas (Address)

D C Bintliff (Assignee's signature)
812 Rusk Avenue, Houston 2, Texas (Address)

Assignment approved this [illegible]
THE UNITED STATES OF AMERICA
By [illegible] (Land Office)

194346

CERTIFIED
to be a true and comparative copy of the official records on file
DEC - 3 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT
Marion P. Burke

RECORDED Jan 18 1983 8:00 A.M.
IN BOOK 67 Misc PAGE 81
FEES 4.00 Lucy Yost COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Thurse 81

82

Form No. 4-1175
(July 1955)

File reproduction
BLM - CASPER

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 545529
(The following to be filled in by land office when new serial number is required)
New Serial No. _____

Office Evanston
Serial No. 024756
Date of Lease June 1, 1948

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to Belco Petroleum Corporation
(Name and address)

42 Broadway, New York, New York

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:

T. 28 N. R. 113 W. 6th P. M. Wyoming
Sec. 23: Lots 5,6,7
Sec. 24: Lots 5,6,7,8, Tracts 46A & B
Sec. 25: All

929.41 acres more less.

2. Lands approved by this assignment:

Jan 18 1983 8:00 AM
PAGE 82
COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

Same land description as Item 1.

194347

3. Interest of assignor in lands 75% of 100%
4. Extent of such interest assigned to assignee 100% of said 75%
5. Overriding royalty reserved herein to assignor none
(See item 6 of Instructions) (State fraction only)
6. Overriding royalties previously reserved 6%
(State fraction only)

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

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

Executed and witnessed this 21st. day of February 19 58

WITNESS:

Peter Rombolum

Jack Saltz
(Assignor's signature)

Jack Saltz
3601 Johnson Avenue, Bronx 63, N.Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

REQUEST FOR APPROVAL
IN FILE W-014052

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____ Corporation or other legal entity (specify what kind) _____
2. Assignee's other interest and indirect in oil and gas leases and applications or offers therefor in the same State together with the interest in this instrument do not exceed 46,080 chargeable acres or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, and the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production previously created herein, which, when added to overriding royalty or payments out of production previously created, and royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis (a) as to oil: 15 barrels or less and (b) as to gas: 60 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing the current royalty.

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

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

Executed and witnessed this _____ day of _____ 19____

WITNESSES:

_____ _____
(Name and address) (Assignee's signature)

Assignment approved above.

THE UNITED STATES OF AMERICA

By _____
(Signature)
Craig A. [illegible]
Manager, [illegible]
Box 929, Cheyenne, Wyoming

Certified to be a true and comparative copy of the official records on file
DEC - 3 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT
Marion P. Burke

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

REQUEST FOR APPROVAL
IN FILE [redacted]

[redacted] [redacted] [redacted]

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTE: TO BE FILLED IN BY LESSEE
Receipt No. 816260
The following to be filled in by land office when new serial number is required:
New Serial No. .....

1145-006

OFFICE STAMP

Office Evanston
Serial No. 024756
Date of Lease June 1, 1948

1959 OCT 7

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION (Name and address)

630 Third Avenue, New York 17, N. Y.

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:
T. 23 N. R. 113 W. 6th P. M.
Sublette County, Wyoming
Sec. 23: Lots 5,6,7
24: Lots 5,6,7,8, Tracts 46A & B
25: All

929.41 acres more or less.

2. Lands approved by this assignment:
SAME LAND DESCRIPTION AS ITEM 1
Marsha P. Burke
CERTIFIED
to be a true and comparative copy of the official records on file
DEC - 3 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

3. Interest of assignor in such lands 25%
4. Extent of such interest conveyed to assignee 100% of said 25% SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER
5. Overriding royalty reserved herein to assignor none (State percentage only)
(See item 5 of Instructions.)
6. Overriding royalties previously reserved 6% of said 25% (State percentage only)

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

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

Executed and witnessed this ..... day of SEP 28 1959 19 59

WITNESS:

David C. Bintliff (Assignor's signature)
DAVID C. BINTLIFF
Bank of the Southwest Building, Houston, Texas (Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. C. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed this ..... day of SEP 28 1959 19 59

WITNESSES: ATTEST
BELCO PETROLEUM CORPORATION
John F. Dietzel (Name and address) Asst. Secy.
Lawrence Ruben (Assignee's signature) Executive Vice President
630 Third Avenue, New York 17, New York (Address)

194348

THE UNITED STATES OF AMERICA
By ..... (Signing officer)
Cheyenne, Wyoming

RECORDED Jan 18 1983 8:00 AM
IN BOOK 67 Ovd PAGE 83
FEES 4.00 Paid
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy McClure

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

83

84

CERTIFICATE
THIS A TRUE AND
COMPARATIVE COPY OF THE OFFICIAL
RECORD ON FILE IN THE WYOMING
STATE ...

194549

ORIGINAL 18 1983 8:00AM
BK 67 PG 84
1983 Dorothy Yule
COUNTY CLERK
Dorothy McEllen

OPERATING AGREEMENT

10-20-61 Bob R Bullock
Date
DEPUTY
COMMISSIONER OF PUBLIC LANDS
AND FARM LOANS

This agreement, dated the 21st day of March, 1960, by and between Mountain Fuel Supply Company, a Utah corporation, whose address is Post Office Box 1129, Rock Springs, Wyoming, and The California Company, a California corporation, whose address is Post Office Box 780, Denver 1, Colorado, hereinafter collectively called "Grantor" and Belco Petroleum Corporation, a corporation, whose address is Belco Petroleum Building, 630 3rd Avenue, New York 17, New York, hereinafter called "Operator".

W I T N E S S E T H:

WHEREAS, under date of June 16, 1946, an oil and gas lease bearing Serial Number 0-3812, was issued to Mountain Fuel Supply Company embracing the following described and other lands situated in Sublette County, Wyoming, to wit:

Township 28 North, Range 113 West

Section 36: W½SW¼ (part of resurvey tract 54)

containing 90 acres, more or less.

which lease was for a term of 10 years from date and

WHEREAS, under date of June 16, 1956, a renewal oil and gas lease, bearing Serial Number 0-20810, was issued to Mountain Fuel Supply Company embracing the lands above described, which lease was for a primary term of 10 years from date and so long thereafter as oil or gas may be produced in paying quantities, and

WHEREAS, under date of July 24, 1957, Mountain Fuel Supply Company assigned to The California Company, an undivided interest in said lease, and

WHEREAS, under date of December 6, Mountain Fuel Supply Company, as lessee, entered into a certain operating agreement with The California Company, as operator, covering the aforesaid oil and gas lease 0-20810, and

WHEREAS, under effective date of June 1, 1958, The California Company and Mountain Fuel Supply Company committed their interest in lease 0-20810 to the Belco Petroleum Corporation's Chimney Butte Deep Unit Agreement and Chimney Butte Deep Unit Operating Agreement, in accordance with the terms of said agreements, which agreements are both dated April 8, 1957, and

WHEREAS, the parties hereto desire to make the following agreement with respect only to the development and operation for oil and gas of all formations within the lands above described, below the top of the Hilliard shale of Cretaceous age, and which lands as to said formations will hereinafter in this agreement be referred to as "said lands".

NOW, THEREFORE, for and in consideration of the performance of the parties hereto of the agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. This agreement shall cover and relate to any lease heretofore or hereinafter issued and to any renewals, modifications, or extensions of said lease and any lease issued in lieu thereof, or other character of lease issued as a result thereof to the Grantor for said lands or any part thereof under any law of the State of Wyoming heretofore or hereinafter enacted. The term "said lease", as hereinafter used, shall relate to any such lease as hereinabove described.

2. As to said lands, Grantor represents that Grantor is the sole and absolute owner of said lease subject to a gas purchase contract between Mountain Fuel Supply Company and The California Company, dated January 10, 1957, and that said lease is not subject to any other prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition, or obligation of any kind or character other than those imposed by the State of Wyoming by law, regulations, or the terms of such lease, and Grantor agrees to protect Operator against any expense, loss, or damage arising as a result of any claims or rights asserted by, through or under Grantor in or to said lease.

3. Operator shall have and is hereby given the sole and exclusive right of possession and occupancy of said lands under said lease for the purpose of drilling for, mining, extracting, removing, and disposing of all the oil and gas deposits in or under said lands and for the purpose of exercising any other rights and privileges afforded by the said lease subject to the right of Grantor to enter upon said lands at all reasonable times for the purpose of inspecting same and the operations of Operator thereof; subject also to the right of Grantor to drill for, mine, extract, remove and dispose of all oil and gas deposits from all formations above the top of the Hilliard

shale of Cretaceous age. Operator shall have the full and complete supervision, management, and control of all operations upon said lands during the life of this agreement and said lease.

4. Subject to the provisions of Section 5 hereof:

a. All oil produced from or allocated to said lands shall belong to Operator as Operator's full compensation for Operator's expenditures and services in connection with operations under this agreement subject to the obligations of Operator to pay all royalties due the State of Wyoming upon any of said lands under the provisions of said lease while said lease while said lands remain subject to this agreement.

b. All gas produced from or allocated to said lands shall belong to Grantor subject to the obligations of Operator to pay all royalties due the State of Wyoming upon any of said lands under the provisions of said lease while said lands remain subject to this agreement.

5. Operator hereby agrees to account for and pay to Grantor, on or before the last [illegible] of each calendar month, for [illegible] produced during the preceding calendar [illegible]h, twenty percent (20%) of 8/[illegible] of the "sale value" of all oil produced [illegible]m or allocated to said lease under the Chimney Butte Deep Unit Agreement. The term "sale value" as applied to oil under the provisions hereof, [illegible]ll mean:

a. [illegible] price for which Operator sells Operator's oil produced from or allocated to the Chimney Butte Deep Unit [illegible] party other than Grantor or [illegible]rator.

b. [illegible]e event that Operator does [illegible]ell su[illegible] oil, the [illegible] market value prevailing in [illegible] Chimney Butte Deep Unit for oil of like character, [illegible]ity and quality.

6. Unless and unt[illegible] di[illegible] by Grantor [illegible]rwise, Operator hereby agrees to deliver into the [illegible]peline of the El Paso Natural Gas Company at the pressure existing in such pipeline free of co[illegible] to Grantor and to the credit of Mountain Fuel Supply Company, all gas [illegible]oduced from or allocated to said lease under the Chimney Butte Deep Unit.

In consideration thereof, Mountain Fuel Supply Company agrees to pay on or before the last day of each calendar month, for all gas delivered hereunder by Operator to El Paso Natural Gas Company during the preceding calendar month, at the rates prescribed in and in accordance with the provisions of that certain gas purchase contract, dated January 10, 1957, as amended, by and between Mountain Fuel Supply Company and The California Company, covering the Birch Creek Area, a copy of which is hereto attached, and of this agreement made a part, in the following proportions:

Belco Petroleum Corporation - 80 percent.

Mountain Fuel Supply Company - 10 percent.

The California Company - 10 percent.

Operator shall furnish Grantor (both The California Company and Mountain Fuel Supply Company) on or before the 15th day of each month, with a statement covering the preceding calendar month showing the amount of oil production from the Chimney Butte Deep Unit allocated to such lease and the sale value of such oil. Said statement shall also show the amount of production of gas allocated to such lease from the Chimney Butte Deep Unit.

7. Operator agrees to comply with the provisions of Articles VII, IX, and Section 2 of Article XII of the aforesaid Gas Purchase Contract of January 10, 1957, as amended.

8. No change of ownership in the interests of Grantor hereunder shall be binding on Operator until after notice thereof to Operator, and Operator has been furnished with the written transfer or assignment, or a certified copy thereof, and such change of ownership shall have received any approval required under any applicable law or regulations.

9. Operator agrees during the term of this agreement that Operator will comply with and perform each and every obligation and requirement of said lease, including the payment of rentals insofar as such obligations and requirements relate and pertain to said lands. Operator agrees to indemnify and hold harmless Grantor from any liability to third parties arising out of operations by Operator on said lands. It is further understood and agreed that Operator shall have the right from time to time, at Operator's election, acting on Operator's own behalf and as Grantor's agent, to apply for or take advantage of any drilling, production, rental, or other relief which may be authorized or permitted by any applicable laws, rules, or regulations.

10. Operator shall have the right to remove from time to time from said lands all machinery, rigs, piping, casing, pumping stations and other property and improvements belonging to, or furnished by, Operator; provided that such removal shall be completed within a reasonable time after the termination of this agreement.

11. Grantor will not surrender or relinquish to the State of Wyoming said lands or the oil or gas deposits therein, or any part thereof, or surrender or relinquish said lease insofar as same may affect any of said lands without the consent in writing of Operator first had and obtained. Grantor will not commit any act which will furnish cause for forfeiture or cancellation thereof and that immediately upon the receipt of any notice or communication pertaining thereto from the United States Government, the State of Wyoming or any other person, Grantor will transmit such notice or communication, or copy thereof, to Operator.

12. Neither of the parties hereto shall be liable to the other for loss or damage to property or from the loss of any interest in said lease, or for delay or default in the performance of any obligation hereunder or under any operative or unit, communitization, or other production or development plan when such loss, damage, delay or default is caused by strike, labor difficulty, fire, flood, tornado, act of God, war, or conditions resulting from war (such as inability to secure men, materials and transportation) or other cause beyond the reasonable control of such party, whether similar to cause herein specified or not.

13. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of any laws of the State of Wyoming under and by virtue of which said lease issued or of any regulations of the Board of Land Commissioners of the State of Wyoming lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of said lease or such regulations or public policy, and, except as to the provisions so eliminated or modified shall remain in full force and effect.

14. This agreement shall remain in full force and effect during the entire life of the lease or any renewal or extensions thereof.

15. Operator agrees to furnish to Grantor, or either of them, upon timely written request therefor:

a. copies of all drilling reports, well logs, basic engineering data, tank tables, gauge reports, and run tickets;

b. samples of cores or cuttings taken from wells drilled under the Chimney Butte Deep Unit, to be delivered at the well in containers furnished by the party requesting the same; and

c. such other and additional information or reports as may be requested by direction of Grantor, or either of them within the said unit area.

Operator further agrees to permit the representatives of Grantor, or either of them, but at such party's sole risk and expense, to have access to said unit area at all times and to the derrick floor of each well drilled or being drilled under said unit agreement, for the purpose of observing operations conducted thereunder, and to have access at reasonable times to information and data in the possession of Operator concerning said unit area.

16. This agreement is expressly made subject to the Chimney Butte Deep Unit Agreement and the Chimney Butte Deep Unit Operating Agreement, and Operator agrees to assume and perform all obligations of Mountain Fuel Supply Company and The California Company under the Chimney Butte Deep Unit Agreement and the Chimney Butte Deep Unit Operating Agreement insofar as said agreements affect lease 0-20810.

17. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding to the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and date first hereinabove written.

ATTEST:

By _____

Its Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY

By _____

Its Vice President

Approved Form DAD Land

89

THE CALIFORNIA COMPANY

By [signature]

Its CONTRACT AGENT

By [signature]

Its ASS'T SECRETARY

GRANTOR

ATTEST:

By [signature]

Its Secretary

BELCO PETROLEUM CORPORATION

By [signature]

Its EXECUTIVE VICE-PRESIDENT

OPERATOR

STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

On this 31st day of March, 1960, before me appeared J. T. Sim, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Mountain Fuel Supply Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said J. T. Sim acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 31st day of March, 1960.

My commission expires on the _____ day of _____, 1960.

My Commission Expires June 20, 1961

Notary Public

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 5th day of March, 1960, before me appeared K. A. McINTYRE and R. S. RASBURY, to me personally known, CONTRACT AGENT and ASS'T SECRETARY, who, being by me duly sworn did say that they are the respectively, of THE CALIFORNIA COMPANY, a California 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 appeared acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date hereinabove written.

Earl Anderson

Notary Public in and for Orleans Parish, Louisiana

My commission expires at death.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 4th day of ~~Feb~~ April, 1960, before me appeared Lawrence Ruben, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Lawrence Ruben acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 4th day of April, 1960.

My commission expires on the _____ day of _____, 1960.

REBA ROSENBLUM
Notary Public, State of New York
No. 03-5654125 Qual. in Bronx Co.
Certificate filed in New York County
Commission Expires March 30, 1962

Reba Rosenblum
Notary Public

92

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ C. W. MCALPIN

being lessee, ~~lessees~~, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 0-11142, assignor, and covering land situate in SUBLETTE County, ~~Wyoming~~ described as follows:

THE EAST HALF OF THE SOUTHWEST QUARTER (E½SW¼), THE NORTH HALF (N½) AND THE SOUTHEAST QUARTER (SE¼) (PART OF RESURVEY TRACT FIFTY FOUR (54)) OF SECTION THIRTY SIX (36), TOWNSHIP TWENTY EIGHT (28) NORTH, RANGE ONE HUNDRED THIRTEEN (113) WEST, SIXTH (6TH) PRINCIPAL MERIDIAN, WYOMING

and containing 629 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 STANOLIND OIL AND GAS COMPANY, A DELAWARE CORPORATION, HAVING AN OFFICE AT ~~xx~~ CASPER, WYOMING, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

THE EAST HALF OF THE SOUTHWEST QUARTER (E½SW¼), THE NORTH HALF (N½) AND THE SOUTHEAST QUARTER (SE¼) (PART OF RESURVEY TRACT FIFTY FOUR (54)) OF SECTION THIRTY SIX (36), TOWNSHIP TWENTY EIGHT (28) NORTH, RANGE ONE HUNDRED THIRTEEN (113) WEST, SIXTH (6TH) PRINCIPAL MERIDIAN, WYOMING

and containing 629 acres more or less, reserving, however, unto assignor

TO HAVE AND TO HOLD unto the said STANOLIND OIL AND GAS COMPANY, IT'S successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 2ND day of OCTOBER, 1951

194350

WITNESS:

Assignor-Lessee

By

President

Attest:

Secretary

Jan 18 1953 8 AM
BOOK 67 OR
FEES 4.00 Lois Yost
SUBLETTE COUNTY CLERK
PAGE 92
Deputy

ACKNOWLEDGMENT (For use by Individual)

State of WYOMING
County of NATRONA } ss.

On this 2ND day of OCTOBER, A. D. 1951, before me personally appeared C. W. MCALPIN 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 OCTOBER, A. D. 1951

(SEAL)

Notary Public

My Commission expires: JANUARY 1955

ACKNOWLEDGMENT (For use by Corporation)

State of
County of } ss.

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 act and deed of said corporation.

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: NOV 1 1951

Assignment recorded in the office of Commissioner of Public Lands: November 1, 1951

EXAMINED

(Fee for recording this form of assignment $1.00. 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.)

CERTIFICATE
I HEREBY CERTIFY THAT THIS A TRUE AND CORRECT COMPARATIVE COPY OF THE OFFICIAL RECORD ON FILE IN THE WYOMING STATE LAND OFFICE

Form Approved: 3-2-50. 10M—4-1951

10125 9 10-22-51

CERTIFICATE

I CERTIFY THAT THIS A TRUE AND COMPARATIVE COPY OF THE OFFICIAL RECORD ON FILE IN THE WYOMING STATE LAND OFFICE.

12-30-82
Date

DEPUTY COMMISSIONER OF PUBLIC LANDS AND FARM LOANS

STATE OF WYOMING)
: SS.
COUNTY OF SUBLETTE)

A S S I G N M E N T

THIS ASSIGNMENT, made and entered into this 2nd day of August, 1960, by and between PAN AMERICAN PETROLEUM CORPORATION, a corporation, authorized to do business in the State of Wyoming, hereinafter referred to as "Pan American" or "Assignor", and BELCO PETROLEUM CORPORATION, a corporation, authorized to do business in the State of Wyoming, hereinafter referred to as "Assignee";

W I T N E S S E T H, That:

WHEREAS, Pan American is the record owner of the following described oil and gas lease covering land situated in Sublette County, State of Wyoming, to wit:

Number:	0-11142
Lessee:	C. W. McAlpin
Date:	May 16, 1951
Recorded:	Book 19, Page 243

covering the following described land in said County and State, to wit:

Township 28 North, Range 113 West
Section 36: N/2,
SE/4,
E/2 SW/4
(Res. Pt. Tr. 54)

(said lease and land above described hereinafter sometimes being referred to as the "lease acreage"); and,

WHEREAS, said lease is not, to the best of Pan American's knowledge, burdened by any overriding royalty.

NOW, THEREFORE, 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, Assignor hereby does bargain, sell, assign, transfer and convey unto Assignee, its successors and assigns, an undivided sixty per cent (60%) of all its right, title and interest in and to the above referenced oil and gas lease insofar as said lease covers the lands above described, subject to the following terms, covenants and conditions:

194351

Jan 18 1983 8:00 A M
67 Ord PAGE 93
Lois J Yale COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stein
93

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the Unit Agreement and Unit Operating Agreement for the Chimney Butte Unit, both dated April 8, 1957.

2. In the event that either party should elect to surrender, let expire, abandon or release all or any of its rights in said lease acreage, or any part thereof, such party shall notify the other party not less than sixty (60) days in advance of such surrender, expiration, abandonment or release and, if requested so to do, shall immediately assign or reassign, as the case may be, such rights in said lease acreage, or such part thereof, to the party requesting the same.

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

4. This assignment is made without warranty of any kind.

5. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by registered mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:	Pan American Petroleum Corporation Post Office Box 2[illegible] Casper, Wyoming
Assignee:	Belco Petroleum Corporation 630 Third Avenue New York 17, New [illegible]

6. 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.

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 2nd day of August, 1960.

PAN AMERICAN PETROLEUM CORPORATION

By T. H. Yancey
Its Attorney in Fact

APPROVED
Jones
25

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 2nd day of August, 1960, before me personally appeared T. H. Yancey, to me known to be the person who executed the foregoing instrument on behalf of PAN AMERICAN PETROLEUM CORPORATION, and acknowledged that he executed the same as the free act and deed of said PAN AMERICAN PETROLEUM CORPORATION.

GIVEN under my hand and notarial seal this 2nd day of August, 1960.

Rachel M. Yancy
Notary Public

My commission expires:

My Commission Expires June 17, 1964

JPG:jw 7/29/60
Lease No. 107289
AFE NO. 33,898

Assignment approved by Board of Land Commissioners: September 8, 1960.
Assignment recorded in the office of Commissioner of Public Lands: September 13, 1960.
chf

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

A S S I G N M E N T

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, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with an office in Casper, Wyoming, hereinafter referred to as "Assignor" or as "Pan American", hereby does bargain, sell, assign, transfer and convey unto BELCO PETROLEUM CORPORATION, a corporation, its successors or assigns, hereinafter referred to as "Assignee", all its right, title and interest in and to the oil and gas leases covering lands situated in Campbellette County, State of Wyoming, described in Exhibit "A" hereto, insofar as said lease covers the land in said county and state, and described in said Exhibit "A" hereto, and all its interest in the well or wells located on said lands, or any equipment in said well or wells to and including wellhead equipment (said lease and land sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. Pan American represents that, except as to overriding royalties or other lease burdens shown on Exhibit "A", the lease and the wells and equipment thereon are free and clear of liens, claims, or encumbrances. Pan American agrees to pay any tax which may be levied or assessed on oil, gas or associated kindred hydrocarbons produced prior to the effective date hereof. The interest in the lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to said overriding royalties set forth in Exhibit "A"; and the Assignee hereby assumes and agrees to pay, in proportionate part of each of said overriding royalties to the extent that it is or remains a burden on the interest in the lease acreage herein assigned.

Pan American does not warrant title to the interest conveyed hereby, but does agree to assume the burden of any overriding royalty, production payment, or other lease burden payable out of production from which the lease acreage is redeemed and which are not shown on Exhibit "A".

194352

CERTIFICATE
I CERTIFY THAT THIS A TRUE AND COMPARATIVE COPY OF THE OFFICIAL RECORD ON FILE IN THE WYOMING STATE LAND OFFICE.

10-20-82
Date

RECORDED Jan 18 1983 8:00 AM
IN BOOK 67 OR PAGE 96
FEES $10.00 Jan J Yale COUNTY CLERK
CAMPBELL, WYOMING

2. In the event that either party should elect to surrender, let expire, abandon or release all or any of his or its rights in said lease acreage, or any part thereof, said party shall notify the other party not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and, if requested so to do by the other party, the party desiring to surrender, let expire, abandon or release immediately shall reassign such rights in said lease acreage, or such part thereof, to the other party.

3. This assignment is made subject to all the terms, and the express and implied covenants and conditions of said lease to the extent of the rights hereby assigned, which terms, covenants and conditions the 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 or lessors and their successors, heirs and assigns, but also in favor of the Assignor and its successors and assigns.

4. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:	Pan American Petroleum Corporation Post Office Box 2212 Casper, Wyoming
Assignee:	Belco Petroleum Corporation 630 Third Avenue New York 17, New York

5. 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 heirs, 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.

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

EXECUTED, this 6th day of February, 19 61.

PAN AMERICAN PETROLEUM CORPORATION

By [signature]
Its Attorney in Fact

APPROVED
[illegible]

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

On this 6th day of February, 19 61, before me appeared [illegible], to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of PAN AMERICAN PETROLEUM CORPORATION, and that said instrument was executed on behalf of said corporation by authority of its board of directors, and said [illegible] acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 6th day of February, 19 61.

[illegible]
Notary Public

My commission expires: My Commission Expires January 4, 1965.

OES:ccj (200)
1-18-61

FORM 169 E-80

LEASE SCHEDULE

(PRINTED IN U.S.A.)

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
107289	State of Wyoming (0-11142)	C. W. McAlpin	5-16-51	Township 28 North, Range 113 West Sec. 36: E/2 SW, W/2, SE	19 160	243 429

97

CERTIFICATE

I CERTIFY THAT THIS A TRUE AND COMPLETE LEGAL COPY OF THE OFFICIAL RECORD ON FILE IN THE WYOMING STATE LAND OFFICE.

12-20-83
Date

COMMISSIONER OF PUBLIC LANDS AND FARM LOANS — DEPUTY

Filed with Lease 0-1114.2 without board action.

Lease: State 0-1114.2

TRANSFER OF OPERATING RIGHTS

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, BELCO PETROLEUM CORPORATION, a Delaware corporation, hereinafter referred to as "Belco" or "Assignor" hereby does bargain, sell, assign and transfer and convey unto PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, hereinafter referred to as "Pan American" or "Assignee", its successors or assigns an undivided 20.00 % of 100% of the operating rights in and to each oil and gas lease described in Exhibit "A", insofar only as said lease covers lands described in Exhibit "A" hereto and insofar only as said leases cover all formations from the surface down to and including the bottom of the Mesaverde formation under said lands. (said leases and lands, insofar only as they cover the reservoir or formations above described, being hereinafter referred to for convenience as the "Reservoir".)

It is the intent of this instrument to convey to Pan American an undivided 20.00% interest in the Reservoir, and in the oil, gas and associated kindred hydrocarbons that may be produced therefrom, subject to a proportionate part of all royalties payable under the terms of said leases; and subject to its proportionate part of the overriding royalty and other lease burdens shown on Exhibit "A" hereto.

Belco does hereby either retain for itself or transfer to Pan American the exclusive right to operate the Reservoir, but the parties hereto agree that the Reservoir shall be operated for the joint account of the parties hereto, and each agrees that it will execute to whichever party may actually conduct operations for the joint account, such Designation of Operator, or other instrument as may be required by the United States Geological Survey in order to permit the party entitled to conduct operations to do so.

All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or

194353

Jan 18 1983 8:00 AM
Book 162 Page 110

interest herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, as follows:

Assignor: Belco Petroleum Corporation
630 Third Avenue
New York 17, New York

Assignee: Pan American Petroleum Corporation
Post Office Box 2212
Casper, Wyoming

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 heirs, 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.

TO HAVE AND TO HOLD unto the Assignee, his or its successors, heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 14th day of February, 1961.

BELCO PETROLEUM CORPORATION

ATTEST:

By Robert A. Belfer
Robert A. Belfer
Vice-President

Arthur M. Walter
Treasurer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 14th day of February, 1961, personally appeared before me ROBERT A. BELFER and ARTHUR M. WALTER who being by me duly sworn did say, each for himself, that he, the said ROBERT A. BELFER is the Vice-President and he, the said ARTHUR M. WALTER is the Treasurer of BELCO PETROLEUM CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ROBERT A. BELFER and ARTHUR M. WALTER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Helen Wahl
Notary Public

My Commission Expires:
HELEN WAHL
Notary Public, State of New York
No. 31-9497411
Qualified in New York County
Commission Expires March 30, 1962

FORM 168 8-50

LEASE SCHEDULE

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
107289	State of Wyoming (0-11142)	C. W. McAlpin	5-16-51	Township 23 North, Range 113 West Sec. 36: E/2 SW, W/2, SE	19 160	243 429

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Form 3110-2
(September 1973)
(formerly 3120-19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name: John D. Mohrle
Street: 10 Meadowview Lane
City, State, Zip Code: Littleton, CO 80121

W 53338
(Serial Number)

This lease subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

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

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

T. 32 N., R. 113 W., 6th Prin. Mer.
Section 30: Lots 1, 2, 3, 4, E½W½

194354

January 18 1983 8:00
67 Rec'd 103
4.00 Lois J. Yade
by Dorothy M. Stine

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

Containing a total of 321.83 acres | Annual Rental . . . . . $ 161.00

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

Effective date of lease: FEB 1 1976

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

January 23, 1976
(Date)

Return to
AMOCO PRODUCTION COMPANY
Amoco Building
Denver, Colorado 80202

FOR CLAIMANT

103

104

Form 3106-11
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-R139

Lease Serial No.
W-53082

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 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 12: N/2, SW/4
Sublette County, Wyoming

194355

FILED January 18 83 8:00 A.M.
67 Ord
8.00 Lois J. Yost
SUBLETTE COUNTY, PINEDALE WYOMING
Lois J. Yost

3. Specify ~~interest or percent of~~	ating rights being conveyed to assignee	43.75%
4. Specify ~~interest or percent of~~	ating rights being retained by assignor	43.75%
5. Specify overriding royalty	being reserved by assignor	None
6. Specify overriding royalty p	ly reserved or conveyed, if any	8.0%*

7. If any payments out of prod ave previously been created out of th est, or if any such payments are being reserved under this assignment, or sublease, attach st giving all details as to amount, method of payment and othe nt terms as provided under 43 CFR

8. If the parties to this transf signment have entered into an operat ement and/or sublease, the terms and conditions of such agr ublease (copy attached) are incorporat and made a part of this assignment. Approval of this assignmen onstitute approval of the agreement/ e insofar as such agreement/sublease is not inconsistent w ovisions of the above-designated lea the applicable regulations.

It is agreed that the obligation any overriding royalties or payments production of oil created herein, which, when added to overridin ties or payments out of production pre created and to the royalty payable to the United States, aggregate ess of 17½ percent, shall be suspende the average production of oil per well per day averaged on the m basis is 15 barrels or less.
*SEE RIDER ATTACHED HE O AND MADE A PART HEREOF.

I CERTIFY That the statements 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 pril , 19 82.
DAVIS OIL COMPANY, a ership

(Assignor's Address)
Paul Messinger, Attorney-In-Fact
Evidence of authority Attorney-In-Fact
is filed in W 6943 and is still in effect

410 Seventh 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.

UNITED STATES OF AMERICA

Assignment approved effective [redacted] By [redacted] (Authorized Officer)
Chief, Oil & Gas Section
(Title)
DEC 23 198[redacted]
(Date)

[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.

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-53082

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

SEAL

12393-1

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-53082

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, 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 Well/Land/RHM D-6230

12392-1

107

(Rev. 1-14
March 1960)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1[illegible]

Lease Serial No. W-52792

Lease effective date December 1, 1975

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) 5555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 95.[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.[illegible]3)

Township 28 North - Range 110 West, 6th P.M.
Section 13: W/2
Section 25: S/2
Sublette County, Wyoming

194356

FILED Jan 18 1983 8:00 A.M.
IN BOOK 67 Misc PAGE 107
FEES 8.00 Lainey Y. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

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 payment reserved or conveyed, if any — 8.0%*

7. If any payments out of production have previously been created out of this interest, or 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 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 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 WY 6943 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 [illegible] 1982

By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section

DEC 30 1982

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 Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-52792

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 SEAL PUBLIC

12373.1

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-52792

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 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-6225 12393-1

110

Form 3106-2
(March 1970)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1004

Lease Serial No.
W-7576-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 32: All
Section 34: All
Sublette County, Wyoming

194357

RECORDED Jan 18, 1983 8:00 AM
IN BOOK 67 B&D PAGE 110
FEES $8.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Milligan

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 terms as provided under 43 CFR 3101.

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 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.
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

By Leon A. Mitchell
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

DEC 23 1982

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 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 Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7576-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

SEAL

Notary Public

11994-1

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-7576-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 Well .d/RHM

D 7349

11994-1

CORRECTION

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, BARBARA DAVIS, an individual, of 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

PAUL MESSINGER & CO., a Partnership
7654 E. Lakecliff Way
The Pinery
Parker, Colorado 80134

hereinafter called Assignee, an overriding royalty interest of an undivided 3.0% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to-wit:

0-7332 Oil and Gas Lease dated October 1, 1977, from the United States of America, as Lessor, to M. R. Perkins, as Lessee, bearing Serial No. W-60129 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 30 North, Range 110 West 6th P.M.
Section 24: All
Section 25: All
Section 26: All
Section 35: All

If the oil and gas lease hereinabove described covers less than the entire undivided mineral estate in the above described land, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This assignment is in lieu of not in addition to that certain assignment of overriding royalty interest dated October 15, 1980, from Davis Oil Company to the same party, and is given solely to clarify the Assignor. In all other respects the Assignment of Overriding Royalty dated October 15, 1980, shall remain in full force and effect.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 6th day of January, 1983.

Barbara Davis

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of January, 1983 by Barbara Davis, an individual.

Witness my hand and official seal.

My Commission Expires:
April 8, 1986

Notary Public
1200 Holly
Denver, Co 80220

194392

RECORDED January 19 1983 2:00 P M
IN BOOK 67 Ord PAGE 113
FEES $4.00 Lane J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure

CONVEYANCE

ESDRAS K. HARTLEY and SUE SHELDON HARTLEY, husband and wife, whose street address is 1700 Broadway, City and 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 on 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 is as follows:

Grantee	Undivided Interest
AMERICAN GAS & OIL INVESTORS, a New York limited partnership Suite 380 1801 Broadway Denver, Colorado 80202	50%
ENERGETICS, INC., a Colorado corporation 102 Inverness Terrace East Englewood, Colorado 80112	50%

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 ESDRAS HARTLEY and SUE SHELDON HARTLEY, all and singular the

191103

RECORDED January 2, 1973 2:52 PM
IN BOOK 6704 PAGE 114
FEES $ 2.00 Clerk COUNTY CLERK
DOUBLEVIE COUNTY CLERK

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 December 9, 1982.

ESDRAS K. HARTLEY

SUE SHELDON HARTLEY

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

The foregoing instrument was acknowledged before me this 17th day of December, 1982, by ESDRAS K. HARTLEY and SUE SHELDON HARTLEY, husband and wife.

Witness my hand and official seal,

Notary Public

Address: 616 Calle de los Amigos

Santa Barbara, California 93105

My Commission Expires:

April 27, 1984

OFFICIAL SEAL
JEAN YUKI SLIVINSKE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
My Commission Expires April 27, 1984

115

SCHEDULE I

Attached hereto and made a part hereof that certain Conveyance dated December 9, 1982 by and between Esdras K. Hartley, Sue Sheldon Hartley, American Gas and Oil Investors, and Energetics, Inc.

Federal Le[illegible]	[illegible]	[illegible]	Overriding Royalty
USA-W-54137	March 31, 1986	T27N, R111W, 6th PM Section 17: SE/4 Section 20: NE/4 Section 21: NE/4, W/2 Section 33: NW/4SW/4 Sublette County, WY Containing 840.00 acres, more or less	.50% of 8/8ths

Hartley Override

ASSIGNMENT

THIS ASSIGNMENT, dated as of December 9, 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 undi-

194404

RECORDED January 20 19.83 10:00 A.M.
IN BOOK 67 of Misc PAGE 117
FEES 10.00 Linda Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

vided 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, Widman, McMahon & Gardner, Ltd.
Managing General Partner

ATTEST:

Secretary

Vice President

STATE OF New York)
) ss.
York AND COUNTY OF New York)

The foregoing instrument was acknowledged before me this 7th day of December, 1983, by Paul Leibman, 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: 6675 Thomas Place
Forest Hills NY 11374

SANDRA S. SHAPIRO
Notary Public, State of New York
No. 41-4731880
Qualified in Queens County
Commission Expires March 30, 1984

119

SCHEDULE I

Attached hereto and made a part of that certain Assignment dated effective December 9, 1982, by and between American Gas & Oil Investors and [illegible], Inc.

Federal			Overriding Royalty
USA-W-54137	March 31, 1986	T27N, R111W, 6th PM Section 17: SE/4 Section 20: NE/4 Section 21: NE/4, W/2 Section 33: NW/4SW/4 Sublette County, WY Containing 840.00 acres, more or less	.50% of 8/8ths

Hartley Override

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-55471

KNOW ALL MEN BY THESE PRESENTS:

That Melbourne Concept, Inc., hereinafter called "Assignor" for consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, and CONVEY unto FRANK N. CRITELLI, 2959 Genesee Street, Suite #3, Buffalo, New York 14225 hereinafter called "Assignee", its successors and assigns all of its interest in that certain overriding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 9-1-76, to William S. Schicktanz, 555 17th Street, Suite 205, Denver, Colorado 80202, in which "Assignor" herein reserved a production payment of thirty-three and one-third (33-1/3) of $1,200.00 per acre out of five percent (5%) of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign a thirty-three and one-third (33-1/3%) interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to William S. Schicktanz detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 28N; Range 112W, 6th P.M.
Sec.35: Lots 1, 2, 3, SE¼NE¼, E½SE¼, SW¼SE¼,
Containing 209.45 Acres, more or less.

RECORDED January 21 1983 2:15 PM
IN BOOK 67 OTG PAGE 121
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

194413

Dated this 25th day of October, 19 82.

Frank N. Critelli
Assignor
MELBOURNE CONCEPT, INC.
Frank N. Critelli, President

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me by Frank N. Critelli who is the President of Melbourne Concept, Inc., a corporation, and that he being authorized to do so, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by himself as President this 25th day of October, 1982.

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1983

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/30/83

121

122

ASSIGNMENT OF OVERRIDING ROYALTY

Serial No
W-72869

KNOW ALL MEN BY THESE PRESENTS:

That Melbourne Concept, Inc., hereinafter called "Assignor" for consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, and CONVEY unto FRANK N. CRITELLI, 2959 Genesee Street, Suite #3, Buffalo, New York 14225 hereinafter called "Assignee", its successors and assigns all of its interest in that certain overriding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 10-1-81, to John J. Christmann, P. O. Box 238, Pinedale, Wyoming 82941, in which "Assignor" herein reserved a production payment of thirty-three and one-third (33-1/3) out of three percent (3%) of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign a thirty-three and one-third (33-1/3%) interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to John J. Christmann detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 30N; Range 114W;
Sec. 11: NW¼.
Containing 160.00 acres, more or less.

RECORDED January 21 19 82 2:15 PM
IN BOOK 67 PAGE 122
FEES 4.00 Lee
SUBLETTE COUNTY CLERK
COUNTY CLERK

194114

Dated this 21st day of October, 19

Frank N. Critelli
Assignor
MELBOURNE CONCEPT, INC
Frank N. Critelli, President

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me by Frank N. Critelli who is the President of Melbourne Concept, Inc., a corporation, and that he being authorized to do so, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by him as President this 25th day of Oct, 1982.

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1983

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/83

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-56019

KNOW ALL MEN BY THESE PRESENTS:

That Melbourne Concept, Inc., hereinafter called "Assignor" for consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, and CONVEY unto FRANK N. CRITELLI, 2959 Genesee Street, Suite #3, Buffalo, New York 14225 hereinafter called "Assignee", its successors and assigns all of its interest in that certain overriding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 9-1-76, to Gerald Van Hook, 11975 West 22nd Place, Lakewood, Colorado 80215, in which "Assignor" herein reserved a Production payment of thirty-three and one-third (33-1/3) of $1,500.00 per acre out of five percent (5%) of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign a thirty-three and one-third (33-1/3%) interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Gerald Van Hook detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 38N; Range 113W; 6th P.M.
Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼, S½NE¼,
7: Lots 1, 2, E½W½, E½.
Containing 1,008.59 acres, more or less.

194115

RECORDED January 21 1983 2:15 PM
IN BOOK 67 of Misc PAGE 123
FEES 4.00 Paul Clyde COUNTY CLERK
SUBLETTE COUNTY CLERK Clerney

Dated this 25th day of October, 19 82.

Frank N. Critelli
Assignor
MELBOURNE CONCEPT, INC.
Frank N. Critelli, President

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me by Frank N. Critelli who is the President of Melbourne Concept, Inc., a corporation, and that he being authorized to do so, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by himself as President this 25th day of October, 1982.

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1983

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/30/83

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-ST-78-539

KNOW ALL MEN BY THESE PRESENTS:

That Melbourne Concept, Inc., hereinafter called "Assignor" for consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, and CONVEY unto FRANK N. CRITELLI, 2959 Genesee Street, Suite #3, Buffalo, New York 14225 hereinafter called "Assignee", its successors and assigns all of its interest in that certain overriding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 7-2-78, to Home Petroleum Corporation 550 Petroleum Building, Denver, Colorado 80202, in which "Assignor" herein reserved a production payment of thirty-three and one-third (33-1/3) of $10,000.00 per acre out of five percent (5%) of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign a thirty-three and one-third (33-1/3%) interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Home Petroleum Corp. detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 35N; Range 112W; 6th P.M.
Sec. 31: SE¼, E½SW¼, SE¼NE¼, Lots 3, 4,
32: W½SW¼, SW¼NW¼,
Containing 476.9 acres, more or less.

194416

RECORDED [illegible] 2/19[illegible] 3:25 PM
IN BOOK 67 PAGE 124
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK [illegible]

Dated this 25th day of October, 19[illegible]

Frank N. Critelli
Assignor
MELBOURNE CONCEPT, INC
Frank N. Critelli, President

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14[illegible]

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK :
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me by Frank N. Critelli who is the President of Melbourne Concept, Inc., a corporation, and that he being authorized to do so, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by himself as President this 25th day of October, 1982.

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30 1983

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3[illegible] '83

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-62801

KNOW ALL MEN BY THESE PRESENTS:

That Melbourne Concept, Inc., hereinafter called "Assignor" for consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, and CONVEY unto FRANK N. CRITELLI, 2959 Genesee Street, Suite #3, Buffalo, New York 14225 hereinafter called "Assignee", its successors and assigns all of its interest in that certain overriding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 7-1-78, to Belco Petroleum Corporation, One Dag Hemmarskjold Plaza, New York, N.Y. 10017, in which "Assignor" herein reserved a production payment of thirty-three and one-third (33-1/3) of $3,000.00 per acre out of five percent (5% of 8/8ths) of all productions.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign a thirty-three and one-third (33-1/3%) interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Belco Petroleum Corp. detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 31N; Range 113W;
Sec. 7: Lots 1, 2, 3, 4, E½, E½W½
18: Lots 1, 2, 3, 4, E½, E½W½
19: Lots 1, 3, N½NE¼, E½NW¼
30: Lots 1, 2, 3, 4, E½SW¼,
Containing 1,788.95 acres, more or less.

194417

RECORDED January 21 1983 2:15 p
IN BOOK 67 S.R. PAGE 125
FEES 4.00 Linda Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
Planey

Dated this 25th day of October, 19 82.

Frank N. Critelli
Assignor
MELBOURNE CONCEPT, INC.
Frank N. Critelli, President

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me by Frank N. Critelli who is the President of Melbourne Concept, Inc., a corporation, and that he being authorized to do so, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by himself as President this 25th day of October, 1982.

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/30/83

126

ASSIGNMENT OF OVERRIDING ROYALTY

Serial No.
W-65299

KNOW ALL MEN BY THESE PRESENTS:

That Melbourne Concept, Inc., hereinafter called "Assignor" for consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, and CONVEY unto FRANK N. CRITELLI, 2959 Genesee Street, Suite #3, Buffalo, New York 14225 hereinafter called "Assignee", its successors and assigns all of its interest in that certain overriding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 12-1-78, to Transcontinent Oil Company, 1050 First National Bank Bldg., Denver, Colorado, in which "Assignor" herein reserved an overriding royalty of thirty-three and one-third (33-1/3) out of three percent (3%) of all production.

"Assignor" herein also reserved to himself in the assignment referred to above certain reassignment rights. "Assignor" further agrees to assign a thirty-three and one-third (33-1/3%) interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the assignment to Transcontinent Oil Company detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

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

RECORDED [illegible] 21 19[illegible] 3:25 P.M.
IN BOOK 67 PAGE 126
FEES 4.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK [illegible]

94418

Dated this [illegible] day of October, 198[illegible]

Frank N. Critelli
Assignor
MELBOURNE CONCEPT, INC.
Frank N. Critelli, President

2959 Genesee Street, S. #3
Address
Buffalo, New York 14.

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK :
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me by Frank N. Critelli who is the President of Melbourne Concept, Inc., a corporation, and that he being authorized to do so, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by himself as President this 25th day of October, 1982.

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19[illegible]

Lynn M. Ritchie
Notary Public

My Commission Expires: [illegible]

194119

RECORDED January 21, 1992 2:15 PM
IN BOOK 67 of J PAGE 127
FEES $25 COUNTY CLERK
SUBLETTE COUNTY CLERK

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that MAGAGNA BROS., INC., a Wyoming corporation, Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, in hand paid by C. EDWIN BAKER, of Philadelphia, Pennsylvania, and NANCY LYNN BAKER, of San Diego, California, hereinafter called Assignees, the receipt whereof is confessed, does hereby sell, assign, transfer, convey, QUITCLAIM and set over to said Assignees:

All of its right, title and interest in and to two and one-twelfth percent (2 1/12%) Royalty of all of the oil and all of the gas and other hydrocarbons produced and saved from such of the following described lands in which said MAGAGNA BROS., INC. now have any mineral rights (being two and one-twelfth percent (2 1/12%) royalty out of the landowners standard twelve and one-half (12½%) percent royalty, leaving ten and five-twelfths percent (10 5/12%) royalty remaining:

FREMONT COUNTY:

In Township 27 North, Range 100 West of the 6th P.M.

Section 7: W½SW¼;
Section 18: W½;
Section 19: N½NW¼, SW¼NW¼.

In Township 27 North, Range 101 West of the 6th P.M.

Section 12: E½SE¼.

In Township 28 North, Range 100 West of the 6th P.M.

Section 26: NW¼NW¼, E½W½, SE¼;
Section 27: N½NE¼;
Section 35: NW¼SW¼, N½.

In Township 29 North, Range 102 West of the 6th P.M.

Section 19: S½NW¼, NW¼SW¼.

SUBLETTE COUNTY:

In Township 27 North, Range 104 West of the 6th P.M.

Section 23: S½SE¼;
Section 26: N½NE¼.

In Township 28 North, Range 104 West of the 6th P.M.

Section 3: W½SW¼;
Section 9: E½NE¼, NE¼SE¼;
Section 10: W½NW¼, ¼SW¼.

In Township 29 North, Range 104 West of the 6th P.M.

Section 14:	SE¼SW¼;
Section 23:	NE¼NE¼, S½NE¼, NE¼NW¼;
Section 24:	SW¼NW¼, NE¼SE¼, SW¼SE¼

Reserving, nevertheless, to the said Grantor its successors and assigns, any and all delay and other rentals which shall accrue from or become payable on account of any and all oil and gas leases, and the sole right to negotiate, enter into and execute oil and gas leases, covering said lands.

This is an overriding royalty and is given said Grantor, and accepted by said Grantees, subject to the terms provisions of any original lease or leases on said land as now in force and effect.

TO HAVE AND TO HOLD unto the said Assignees their heirs, administrators and assigns said royalty as above set forth, the said oil and gas so produced and saved from said lands to be delivered free of cost to the royalty owner in the pipeline serving said premises or tanks erected thereupon for the purpose of storing products, together with the rights, privileges and benefits to be received therefrom; and they do hereby assign said royalty under any lease now covering said lands.

THE GRANTOR MAGAGNA BROS., INC., reserves the right and it is agreed by the Grantees) to sell and dispose of royalty oil or gas above conveyed the purchaser or purchasers Grantor's own or gas, subject to proper accounting for the proceeds to the Assignees herein named.

Dated this 4 day of January, 198

Attest:

MAGAGNA BROS., INC.

Secretary

By: President

(seal)

CORPORATE SEAL WYOMING

STATE OF WYOMING)
) ss:
COUNTY OF SWEETWATER)

On this 13th day of January, 1987, before me personally appeared JAMES H. MAGAGNA, to me personally known, who, being by me duly sworn, did say that he is the president of MAGAGNA BROS., INC., a Wyoming corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said JAMES H. MAGAGNA acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of January, 1987.

(seal)

My Commission expires: 11/3/86.

LeRoy A. Peterson
Notary Public

LEROY A. PETERSON NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Nov. 3, 1986

129

130

194121

RECORDED January 21 1983 3:15 PM
IN BOOK 67 ARP PAGE 130
SUBLETTE COUNTY CLERK

ASSIGNMENT OF ROYALTY

KNOW ALL M : BY THESE PRESENTS, that MAGAG BROS., INC., a Wyoming corporation, grantor, for and in consider ion of the sum of Ten and no/10 ($10.00) Dollars, in hand paid JEANNE MAGAGNA, of London, Engla , JOAN MAGAGNA OESCH, of Washi a D.C. and JANICE MAGAGN RADOKOV of Mesa, Ar ona, hereinafte iled assignees, the receipt wher f is confessed, does hereby se assign, transfer, convey, QUITCLA nd set over to said Assignees:

All of its ght, title and interest in an two and one-twelfth percent (2 1/12%) Royalty of all of the oil and f the gas and other hydrocarbons pr ed and saved from such of the owing described lands in which said M A BROS., INC. now have any l rights (being two and one twelfth cent (2 1/12%) royalty out of landowners standard twelve and one- (12½%) percent royalty, leav en and five-twelfths percent (10 5/ royalty remaining:

FREMONT COUNTY:

In Township 27 ch, Range 100 West of the 6th

Section 7: W½SW¼;
Section 1 W½;
Section 1 N½NW¼, SW¼NW¼.

In Township 2 h, Range 101 West of the 6th

Section 12: E½SE¼.

In Township 28 h, Range 100 West of the 6th

Section 2 NW¼NW¼, E½W½, SE¼;
Section 2 N½NE¼;
Section 3 NW¼SW¼, N½.

In Township 29 h, Range 102 West of the 6th

Section 19. S½NW¼, NW¼SW¼.

SUBLETTE COUNTY:

In Township 27 N th, Range 104 West of the 6th

Section 23: S½SE¼;
Section 2 N½NE¼.

In Township 28 h, Range 104 West of the 6th

Section 3: W½SW¼;
Section 9: E½NE¼, N SE¼;
Section 10: W½NW¼, ½SW¼.

In Township 29 North, Range 104 West of the 6th P.M.

Section 14: SE¼SW¼;
Section 23: NE¼NE¼, S½NE¼, NE¼NW¼;
Section 24: SW¼NW¼, NE¼SE¼, SW¼SE¼

Reserving, nevertheless, to the said Grantor its successors and assigns, any and all delay and other rentals which shall accrue from or become payable on account of any and all oil and gas leases, and the sole right to negotiate, enter into and execute oil and gas leases, covering said lands.

This is an overriding royalty and is given by said Grantor, and accepted by said Grantees, subject to the terms and provisions of any original lease or leases on said land as now in force and effect.

TO HAVE AND TO HOLD unto the said Assignees, their heirs, administrators and assigns said royalty as above set forth, the said oil and gas so produced and saved from said lands to be delivered free of cost to the royalty owner in the pipelines serving said premises or tanks erected thereupon for the purpose of storing products, together with the rights, privileges and benefits to be derived therefrom; and they do hereby assign said royalty under any lease now covering said lands.

THE GRANTOR, MAGAGNA BROS., INC., reserves the right (and it is agreed by the Assignees) to sell and dispose of the royalty oil or gas above conveyed, to the purchaser or purchasers of Grantor's own or gas, subject to proper accounting for the proceeds thereof to the Assignees herein named.

Dated this 13th day of January, 1982.

MAGAGNA BROS., INC.

Attest:

Secretary

By: President

(seal)

131

STATE OF WYOMING)
) ss:
COUNTY OF SWEETWATER)

On this 13th day of January, 1987, before me personally appeared JAMES H. MAGAGNA, to me personally known, who, being by me duly sworn, did [illegible] that he is the president of MAGAGNA BROS., INC., a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said JAMES H. MAGAGNA acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of January, 1987.
(seal)
My Commission expires: 11/5/86.

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-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

The undersigned, as owner of 16 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: SW1/4
Section 22: SW1/4

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	16% Net
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (10%-3.5%x16%-0.625%)	0.415%
6. Specify overriding royalty previously reserved or conveyed, if any	4.125%

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.

194436

RECORDED January 24 1983 11:00 A.M.
IN BOOK 67 O&G PAGE 133
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 20 day of December, 1982.
ARAPAHO ENERGY, INC.

(Assignor's Signature)

Guy W. Ewing III, President

7409 South Alton Court
(Assignor's Address)

ATTEST:
Ann Williams, 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.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form [illegible] provided that copies are exact reproductions on one sheet of both sides of this official in accordance [illegible] (43 CFR 3106

133

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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: BLM 046100.
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 limited to, the obligation to conduct all operations on the leased lands 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).

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

Executed this 19th day of January, 1983.

EXXON CORPORATION

By _____
(Assignee's Signature)
William R. Campbell
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston (City) Tex (State) 77252 (Zip Code)

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Guy W. Ewing III as President of Arapaho Energy, Inc., this 20 day of December, 1982.

WITNESS my hand and official seal.

My commission expires November 30, 1985

NOTARY PUBLIC OF COLO

Beckie S. [illegible]
Notary Public
Beckie S. Mi[illegible]n
6521 Clay, D[illegible]r, Co[illegible]rado 80221

STATE OF COLORADO
COUNTY OF ARAPAHO

The foregoing instrument was acknowledged before me by ..... as ..... of EXXON CORPORATION this 19th day of ..... 19..

WITNESS my hand and official seal.

My commission expires: [redacted]

WITH

(Corporate Seal) Attorney in Fact

William R. Campbell
Attorney-in-Fact

Jean S. Smith
Notary Public

[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-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

Address *(include zip code)*
P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 16 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: E1/2

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	16% Net
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (10%-4%x16%-0.625%)	0.335%
6. Specify overriding royalty previously reserved or conveyed, if any	4.625%

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.

194137

RECORDED: January 24 1983 11:00AM
IN BOOK 67 PAGE 135
FEES 6.00 Ben Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 20 day of December, 1982.
ARAPAHO ENERGY, INC.

(Assignor's Signature)

7409 South Alton Court
(Assignor's Address)

Guy W. Ewing III, President
ATTEST:
Ann Williams, Secretary

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

135

661812 041

/ 30

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 BLM 066100.
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 19th day of January, 1983.

EXXON CORPORATION

By _____
(Assignee's Signature)
William R. Campbell
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston Tex 77252
(City) (State) (Zip Code)

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Guy W. Ewing III as President of Arapaho Energy, Inc., this 30th day of December, 19 82.

WITNESS my hand and official seal.

My commission expires November 30, 1985

Notary Public
Beckie S. Millican
6521 Clay, Denver, Colorado 80221

STATE OF COLORADO)
COUNTY OF ARAPAHO)

(Corporate Seal) Attorney in Fact

The foregoing instrument was acknowledged before me by William R. Campbell Attorney-in-Fact of EXXON CORPORATION this of 19th day of January, 1983.

WITNESS my hand and official seal.

Notary Public

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1595

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

The undersigned, as owner of 16 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	16% Net
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (10%-3%x16%-0.625%)	0.495%
6. Specify overriding royalty previously reserved or conveyed, if any	3.625%

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.

194138

RECORDED January 24 1983 11:00 AM
IN BOOK 67 Oil & Gas PAGE 137
FEES 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 20 day of December, 1982.
ARAPAHO ENERGY, INC.

Guy W. Ewing III
(Assignor's Signature)
Guy W. Ewing III, President

7409 South Alton Court
(Assignor's Address)

ATTEST:
Ann Williams
Ann Williams, 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.

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

138

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 BLM 166100.
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 19th day of January, 1983.

EXXON CORPORATION

By _____ P. O. Box 2305
(Assignee's Signature) (Assignee's Address)

William R. Campbell
Attorney-in-Fact

Houston Texas 77252

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Guy W. Ewing III, as President of Arapaho Energy, Inc., this 20 day of December, 1982.

WITNESS my hand and official seal.

My commission expires: November 30, 1985

Notary Public
Beckie S. Miller
6521 Clay, Denver, Colorado 80221

STATE OF COLORADO
COUNTY OF ARAPAHO } S.

(Corporation—Attorney in Fact—Wyo.)

The foregoing instrument was acknowledged before me by William R. Campbell, Attorney-in-Fact of EXXON CORPORATION this 19th day of January, 1983.

WITNESS my hand and official seal.

My commission expires [redacted]

Notary Public [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-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

Address (*include zip code*)
P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 16 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: SW1/4NE1/4

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	16% Net
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (10%x16%-0.625%)	0.975%
6. Specify overriding royalty previously reserved or conveyed, if any	0.625%

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.

194439

RECORDED January 24 1983 11:00 AM
IN BOOK 67 Oil & Gas PAGE 139
FEES 6.00 Lee Spaks COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 20 day of December, 1982.
ARAPAHO ENERGY, INC.

(Assignor's Signature)
Guy W. Evans III, President
ATTEST:
Ann Williams, Secretary

7409 South Alton Court
(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)

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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661815 001

140

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 BLM 066100.
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 19th day of January, 1983.
EXXON CORPORATION

By _____ P. O. Box 2305
(Assignee's Signature) (Assignee's Address)
William R. Campbell
Attorney-in-Fact

Houston Texas 77252

STATE OF COLORADO)
COUNTY OF ARAPAHOE) SS.

The foregoing instrument was acknowledged before me by Guy W. Ewing III, as President of Arapaho Exploration, Inc, this 20 day of December, 1982.

WITNESS my hand and official seal.

My commission expires November 30, 1985

Notary Public
Beckie S. Miller
6521 Clay, Denver, Colorado 80221

STATE OF COLORADO)
COUNTY OF ARAPAHOE) SS

(Corporation Attorney in Fact - Form)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION this 19th day of January 1983.

WITNESS my hand and official seal.

My commission expires

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

Address *(include zip code)*
P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 16 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: E1/2NE1/4, NW1/4NE1/4, NW1/4SE1/4

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	16% Net
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (10%-3%x16%-0.625%)	0.495%
6. Specify overriding royalty previously reserved or conveyed, if any	3.625%

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.

19-1440

RECORDED January 24 1983 11:00 AM
IN BOOK 67 Oil & Gas PAGE 141
FEES 6.00 Lois Hyatt COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 20 day of December, 1982.
ARAPAHO ENERGY, INC.

(Assignor's Signature)

7409 South Alton Court
(Assignor's Address)

Guy W. Ewing III, President
ATTEST:
Ann Williams, Secretary

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

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

THE UNITED STA OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form ... reproduced provided that copies are exact reproductions on one sheet of both sides of this official in accord ... of 43 CFR 3106

141

661816 001

142

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 BLM Or. 1100.
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 19th day of January, 1983.

EXXON CORPORATION

By _____ (Assignee's Signature)
William R. Campbell
Attorney-In-Fact

P. O. Box 2305 (Assignee's Address)

Houston (City) Texas (State) 77252 (Zip Code)

Title
Unit

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Guy W. Ewing III as President of Arapaho Energy, Inc., this 20 day of December, 1982.

WITNESS my hand and official seal.

My commission expires November 30, 1985

NOTARY PUBLIC

Beckie S. Miller
Notary Public
Beckie S. Miller
6521 Clay, Denver, Colorado 80221

STATE OF COLORADO
COUNTY OF ARAPAHO } ss.

(Corporate Attorney in Fact)

The foregoing instrument was acknowledged before William R. Campbell as Attorney-in-Fact of EXXON CORPORATION this of 19th day of January 1983.

WITNESS my hand and official seal.

NOTARY PUBLIC

Paula K. Smith
Notary Public

My commission

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

Address *(include zip code)*
P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 16 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: SW1/4NE1/4

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	16% Net
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (10%-3%x16%-0.625%)	0.495%
6. Specify overriding royalty previously reserved or conveyed, if any	3.625%

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.

191441

RECORDED January 24 1983 11:22 AM
IN BOOK 67 Oil & Gas PAGE 143
FEES 6.00 Lou Ann Epler COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 20 day of December, 1982.
ARAPAHO ENERGY, INC.

Guy W. Ewing III
(Assignor's Signature)

7409 South Alton Court
(Assignor's Address)

Guy W. Ewing III, President
ATTEST:
Ann Williams, 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.

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 in accordance with the instructions of ...

143

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 [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 RLM 116100.
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 lands 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).

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

Executed this 19th day of January ,1983 .

EXXON CORPORATION

By _____ P. O. Box 2305
(Assignee's Signature) (Assignee's Address)

William R. Campbell
Attorney-in-Fact

Houston Tex 77252
(City) (State) (Zip Code)

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

The foregoing instrument was acknowledged before me by Guy W. Ewing III as President of Arapaho Energy, Inc, this 30 day of December, 1982.

WITNESS my hand and official seal.

My commission expires November 30, 1985

Notary Public
Beckie S. Miller
6521 Clay, Denver, Colorado 80221

STATE OF COLORADO)
COUNTY OF ARAPAHOE) SS.

The foregoing instrument was acknowledged before me by William R. Campbell Attorney-in-Fact of EXXON CORPORATION this of 19th day of January 1983.

WITNESS my hand and official seal.

My commission expires:

Notary Public

State of Wyoming Oil and Gas Lease
Serial Number 66/5165

ASSIGNMENT OF LEASE OPERATING RIGHTS

Arapaho Energy, Inc., a Colorado 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 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: S1/2

   Containing 320.00 acres, more or less
   Sublette County, Wyoming

2. Operating rights of Assignor in above-described lands:

   An undivided 16% of 100%.

3. Extent of operating rights interest herein conveyed to Assignee: An undivided 16% 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:

   0.415% (10% - 3.5% x 16% - 0.625%)

5. Overriding royalties or production payments previously reserved (percentage only):

   4.125%

15-1442

RECORDED January 24 1983 ... A.M
IN BOOK 67 Misc Rec PAGE 145
FEES 6.00 Lee Pfeifer COUNTY CLERK
SUBLETTE COUNTY CLERK

EXECUTED this 20th day of December, 1982.

ATTEST:

Ann Williams, Secretary

ARAPAHO ENERGY, INC.
A Colorado Corporation

By: Guy W. Ewing III, President

Assignment recorded in the Office of the Commissioner of Public Lands: _____.

145

661820 001

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me by _____ of _____ this _____ day of _____ 19 _____.

WITNESS my hand and official seal.

My commission expires: _____ Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

STATE OF COLORADO)
COUNTY OF ARAPAHOE) SS

The foregoing instrument was acknowledged before me by Guy W. Ewing III as President of Arapaho Energy, Inc., this 20 day of December, 1982.

Witness my hand and official seal.

(Seal) STATE OF COLORADO NOTARY PUBLIC

Becki S. Miller
Notary Public
Becki S. Miller
6[illegible] Clay, D[illegible] 8022[illegible]

My Commission expires 11-30-[illegible]

[redacted] [redacted] [redacted]

UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT

PARTIAL
ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE

Serial No.
W-60129

Lease effective date
October 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
HPC, Inc.

Address (include zip code) One Denver Place
999 Eighteenth St., Suite 601
Denver, Co 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

T. 30 N., R. 110 W., 6th P.M.
Sec. 24: All
Sec. 25: All

Containing 1280.00 acres, more or less
Sublette County, Wyoming

*SUBJECT To all overriding royalties and similar burdens on the interest assigned.

Assignment approved as to lands described below

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	*5.5%

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 7th day of January, 1983, effective January 1, 1981, at 7:00 a.m.

(Assignor's Signature)
BARBARA DAVIS

410 Seventeenth St., Suite 1400
(Assignor's Address)

Denver (City) Co (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
15-1443

RECORDED January 24 1983 11:00 A.M.
IN BOOK 67 Oil & Gas PAGE 147
FEES 6.00 [signature] COUNTY CLERK
SUBLETTE COUNTY CLERK

This assignment approved effective _____ By _____
(Authorized Officer)

[illegible]

A. [illegible] 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 [illegible] Assignee's statement of the qualifications are attached. It previously filed [illegible] the record in which filed C-27655.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in [illegible] able acres in options and leases in the same State, or 300,000 chargeable acres in [illegible] Leasing District [illegible] Alaska.
5. Assignee x [illegible] is not the sole party in interest in this assignment. Information [illegible] parties in this assignment must be furnished as provided in the regulations (43 CFR [illegible]).
6. A filing fee of $ [illegible]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 make additional bonds for proper abandonment, to restore the leased land 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, correct and complete to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 14th day of January, 1983.

HPC, INC.

BY: [signature]
(Assignee's Signature)
R.W. Ponfick, Attorney-in-Fact

One Denver Place
999 - 18th Street, Suite 401
(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)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of January, 1983, by Barbara Davis, an individual.

Witness my hand and official seal.

My Commission Expires:
April 8, 1986
PUBLIC

[signature]
Notary Public
1200 Holly
Denver, Co 802[illegible]

[illegible] approval.

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

PURPOSE - The information is to be used to process assignment and request for approval

ROUTINE USES
Adjudication of the assignee's rights to [illegible] or [illegible]es.
[illegible]entation for public information in support [illegible] made on land status records for the management, [illegible]al, and use of public lands and resources.
[illegible]er to appropriate Federal agencies when [illegible] is required prior to granting a right [illegible] or resources.
[illegible]rmation from the record and or the [illegible] referred to appropriate Federal, State [illegible] or [illegible] agencies, when relevant to civil, criminal or [illegible] regulatory investigations or prosecutions.

EFFECT NOT PROVIDING INFORMATION - If [illegible] not provided, the assignment may be [illegible]

Form 3100-5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 65745

Lease effective date
February 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

Woods Petroleum Corporation

Address (include zip code)

3555 N.W. 58th Street, Oklahoma City, Oklahoma 73112

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

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

Township 29 North, Range 110 West, 6th P.M.
Section 13: All
Section 14: All

Containing 1280.00 acres, m/l
Sublette County, Wyoming

191445

RECORDED January 24 1983 11:00AM
IN BOOK 67 Oil & Gas PAGE 149
FEES 6.00 Lee Nyke COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**ALL**
4. Specify interest or percent of record title interest being retained by assignor, if any	**NONE**
5. Specify overriding royalty being reserved by assignor	**4% of 8/8ths**
6. Specify overriding royalty previously reserved or conveyed, if any	**1%**

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.

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

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

Executed this **24th** day of **June**, 19**80**.

JEFFREY CHORNEY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80295
S.S. # 520-62-8177
(Assignor's Address)

Jeffrey Chorney (Assignor's Signature)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 1980

By Glenna W. Jane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 14 1983
(Date)

0 2096

102291

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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.

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this day of , 19 .

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

(City) (State) (Zip Code)

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

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jeffrey Chaney

this 24th day June, 19 80

Witness my hand and official seal.

My commission expires 9-21-81

Notary Public

Privacy Act of 1974 and the regulations [illegible] 2.46(d) [illegible] that you be furnished the following information in [illegible]

In the event Assignee desires to surrender said lease [illegible] to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) [illegible] in advance of the anniversary specified in said lease, and Assignor hereunder will have fifteen (15) days after receipt of such notice within which to elect to take assignment of said lease as the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered to Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

[illegible] referred to appropriate Federal, [illegible] agencies, when relevant to civil or criminal or regulatory investigations or prosecutions.

FAILURE TO PROVIDE INFORMATION [illegible] of the information is not provided, the assignment may be [illegible] rejected.

STIPULATION OF INTEREST, CROSS ASSIGNMENT
OF OPERATING RIGHTS AND ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST

WHEREAS, Chandler & Associates, Inc., a Colorado corporation, 1401 Denver Club Building, 518 Seventeenth Street, Denver, Colorado 80202 (hereinafter called "Chandler") owns interests in the oil and gas leases more particularly described in Exhibit A attached hereto and made a part hereof, which leases cover lands in Sublette County, Wyoming (hereinafter called "said leases"); and

WHEREAS, pursuant to that certain Agreement dated September 3, 1968, between Chandler and Petro-Search, Inc., a Delaware corporation, 1010 Lamar Street, Suite 1700, Houston, Texas 77002 (hereinafter called "Petro-Search"), and that certain Letter Agreement dated March 15, 1969, between Chandler and Petro-Search and any and all amendments thereto, Chandler agreed to assign the percentages of its interest in the operating rights in said leases as to certain depths and lands (hereinafter called "said lands" and "said formations") as described and set forth in Exhibit A to Petro-Search; and

WHEREAS, Petro-Search has agreed to convey that part of its oil and gas interests acquired pursuant to the above agreements which are described in Exhibit A to Arapaho Energy, Inc., a Colorado corporation, P. O. Box 155, Englewood, Colorado 80112, formerly Helmet Petroleum Corporation, a Colorado corporation (hereinafter called "Arapaho"), reserving an overriding royalty interest to Petro-Search which overriding royalty interest is to be retained by Petro-Search Nominee Partnership Co., a Colorado general partnership, 1010 Lamar Street, Suite 1700, Houston, Texas 77002 (hereinafter called the "Partnership").

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chandler does hereby sell, assign, transfer and set over

191529

RECORDED January 27, 1983 8:00 AM
IN BOOK 67 OF PAGE 157
FEES 20.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

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unto Arapaho an undivided interest in the oil and gas operating rights under and by virtue of said leases, as to said lands and said formations, in the percentages set forth opposite each lease on said Exhibit A, together with the rights incident thereto and the personal property thereon, appurtenant thereto or used or obtained in connection therewith.

This instrument is executed without warranty of title, either express or implied.

Arapaho agrees not to release or surrender the interests in said leases herein assigned without first offering in writing to reassign such interests to Chandler at least 15 days prior to such release or surrender. Chandler shall have 15 days following receipt of such notification in which to notify Arapaho of its election to take a reassignment of such interests. If Chandler takes such reassignment, then Arapaho shall be relieved of all future obligations with respect to the leasehold interest reassigned, but Arapaho shall not be relieved of any of its obligations occurring prior to the receipt by Chandler of such reassignment.

The interests assigned herein shall be subject to and bear a proportionate part of lessor royalties, overriding royalties, production payments or any other working interest burdens in existence as of the date hereof and, specifically shall be subject to the entire burden of the overriding royalty interest hereby assigned to Partnership.

Chandler does hereby sell, assign, transfer and set over unto the Partnership, a net overriding royalty interest of 0.[illegible]5% of 8/8ths of all oil, gas and casinghead gas, produced, saved and marketed from said leases insofar as they cover said lands and said formations and by virtue of said leases or any extensions or renewals thereof, but only burdening the operating rights interest herein of Arapaho as acquired by this instrument. Said overriding

royalty interest herein assigned to the Partnership 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 on said overriding royalty interest or the production therefrom. The overriding royalty interest herein assigned is a net overriding royalty interest and shall not be proportionately reduced to the operating rights interest assigned hereby to Arapaho. 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 or committed for processing, operating, development or production purposes upon said lands or unavoidably lost. No overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands. The overriding royalty interest hereby assigned shall be subject to any pooling or communitization agreement now or hereafter in effect as to any of the lands covered hereby.

The undersigned parties, in consideration of the premises, do hereby sell, assign, transfer and set over unto the other parties hereto and do stipulate and agree among themselves, and if necessary, cross-assign to each other, their interests in said leases, operating rights and overriding royalty interests described herein in such a manner that the oil and gas produced from said lands are owned as described herein.

This instrument shall be binding upon and inure to the benefit of the undersigned, their successors and assigns and the covenants, agreements, conditions and obligations herein contained shall be considered as covenants, agreements, conditions and obligations running with the ownership of said leases and the ownership of the oil and gas leasehold estates; provided, however, the interest herein assigned shall not be assignable by Arapaho without the written consent of Chandler and Arapaho agrees that it will not,

without the prior written consent of Chandler, create any overriding royalty, payment out of production, net profits obligation or carried interest or any other obligation which will be a burden upon said leases.

This instrument is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto between Chandler and Petro-Search including without limitation that certain Agreement dated September 3, 1968, between Chandler and Petro-Search, that certain Letter Agreement dated March 15, 1969, between Chandler and Petro-Search, that certain Letter Agreement dated March 6, 1974, between Chandler, Petro-Search and Helmerich & Payne Petroleum Corporation and any and all amendments thereto.

Without limiting the generality of the foregoing, this instrument is subject to the terms of the following:

(a) The original oil and gas leases; and

(b) All prior assignments thereof; and

(c) The Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975, approved effective May 28, 1975

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-½ percent, 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 shall not apply to the production of [illegible].

In connection with said leases which are federal or State of Wyoming oil and gas leases, assignments on separate forms have been executed concurrently herewith by Chandler to Arapaho in sufficient counterparts to fulfill applicable federal and state statutory and regulatory requirements, and, while such assignments may be unqualified in form and

do not specifically contain all of the terms and provisions hereof, they shall be deemed to contain all of the exceptions, exclusions, retentions, reservations, rights, titles, interests, estates, remedies, powers, and privileges set forth herein as fully to all intents and purposes as though the same were set forth at length in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to, the interests herein conveyed.

IN WITNESS WHEREOF, this Stipulation of Interest, Cross Assignment of Operating Rights and Assignment of Overriding Royalty Interest is executed this 27th day of September, 1982, effective for all purposes on the date of first production from or allocated to said lands at 7:00 a.m. local time.

CHANDLER & ASSOCIATES, INC.,
a Colorado corporation

ATTEST:

Secretary
Patti H. Simpson

By
J. F. Gavlick, Vice President

(SEAL)

PETRO-SEARCH, INC.,
a Delaware corporation

ATTEST:

Secretary

By
Vice President

(SEAL)

ARAPAHO ENERGY, INC.
a Colorado corporation

ATTEST:

Secretary

By
President

(SEAL)

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PETRO-SEARCH MONTHEE
PARTNERSHIP CO.,
a Colorado general
partnership

By _____
Partner RDC

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

The foregoing instrument was acknowledged before me this 27th day of September, 1982, by J. F. Gavlick, as Vice President of Chandler Associates, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: May 5, 19__.

NOTARY PUBLIC STATE OF COLORADO

Notary Public
1401 Denver Club Bldg., Denver, CO
80202

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 28th day of September, 1982, by John [illegible] as President of Petro-Search, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: April 22, __.

ZELMA SADO
Notary Public, State of Texas
My Commission Expires April 22, 1983

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of September, 1982, by Guy W. Ewing, III as President of Arapaho Energy, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: November 30, 19__.

NOTARY PUBLIC STATE OF COLORADO

Notary Public
Beckie S. [illegible]
6521 Clay, Denver Colorado 80221

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 28th day of September, 1982, by John B. Benton Vice President as ~~Partner~~ Agent of Petro-Search Nominee Partnership Co., a Colorado general partnership.

WITNESS my hand and official seal.

My commission expires: April 22, 1986.

Zelma Rosado
Notary Public

ZELMA [illegible]
Notary [illegible]
My Commission [illegible]
Bonded by Lewis [illegible] Co.

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EXHIBIT "A"

Sublette County, Wyoming

LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	GROSS ACRES	NET ACRES	INTEREST ASSIGNED	DEPTH
341/9055-00	USA W-11603	Township 28 North, Range 114 West, 6th P.M. Tract I - Section 21: NE¼	4-1-68	320.00	320.00	32% of 20%	Surface to 100 feet bel the stratigraphic equivalent of the [illegible] the Fogarty Creek Unit #2-16 well.
						32% of 50%	Below depth set out abo
		Tract II - [illegible]				32% of [illegible]	All depths.
341/9056-00	USA W-2120	Township 28 North, Range 114 West, 6th P.M. Tract I - Section 15: SW¼	11-1-66	320.00	320.00	32% of 20%	Surface to 100 feet belo the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit #2-16 well.
						32% of 50%	Below depth set out abo
		Tract II - Section 22: SW¼				32% of 50%	All depths.
41/9070-00	State of Wyoming	Township 28 North, Range 114 West, 6th P.M. Tract I - Section 16: SE¼, S½SW¼	3-2-66	320.00	320.00	32% of 20%	Surface to 100 feet below the strat[illegible] of the [illegible]rty [illegible] Unit [illegible]
						32% of 50%	Below depth se[illegible] above
		Tract II - Section 16: N½SW¼				32% of 50%	Below depth set ou[illegible]

15-55

EXHIBIT "A"

Sublette County, Wyoming

C&A LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	GROSS ACRES	NET ACRES	INTEREST ASSIGNED	DEPTH
/9104-00	USA W-17208	Township 28 North, Range 114 West, 6th P.M. Section 32: Lots 16, 17, 18, 19, 20	3-1-69	180.42	180.42	32% of 25%	Surface of the ground down to a depth of 8,950 feet.
						32% of 50%	Below depth set out above
941/9102-00	USA W-2121	Township 28 North, Range 114 West, 6th P.M. Section 28: SW¼NE¼	11-1-66	40.00	40.00	32% of 50%	All depths.

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STIPULATION OF INTEREST, CROSS ASSIGNMENT
OF OIL AND GAS LEASES AND ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST

WHEREAS, Chandler & Associates, Inc., a Colorado corporation, 1401 Denver Club Building, 518 Seventeenth Street, Denver Colorado 80202 (hereinafter called "Chandler") owns interests in the oil and gas leases more particularly described in Exhibit A attached hereto and made a part hereof which leases cover lands in Sublette County, Wyoming (hereinafter called "said leases"); and

WHEREAS, pursuant to that certain Agreement dated September 3, 8, between Chandler and Petro-Search, Inc., a Delaware corporation, 1010 Lamar Street Suite 700, Houston, Texas 7002 (hereinafter called Petro-Search"), and that certain Letter Agreement dated h 15, 1969, between Chandler and Petro-Search and all amendments thereto, Chandler agreed to assign the percentages of its interest in leases as to certain lands (hereinafter called "said lands") as described and set forth in Exhibit A to Petro-Search and

WHEREAS, Petro-Search has agreed to convey that part of its oil and gas interests acquired pursuant to the above agreements which are described in Exhibit to A. Idaho Energy Inc., Colorado corporation, P. Box , Englewood, Colorado 112, formerly Helmet Petroleum Corporation, a Colorado corporation (hereinafter called "Arapaho"), reserving an overriding royalty interest Petro-Search which overriding royalty interest is to retained by Petro-Search nee Partnership Co., a rado eneral partnership, Lamar Street, Suite 17 Houston, Texas 77002 (hereinafter called the "Partnership").

NOW, THEREFORE, in consideration of the sum of Ten Dollars and r good and valuable consideration the receipt and ciency of which is hereby acknowledged, Chandler does by sell, assign, transfer and set over

11:15:30

January 1988 3:22 PM
67 04-5 PAGE 160

unto Arapaho an undivided interest in said leases, insofar as the same cover said lands in the percentages set forth opposite each lease on said Exhibit A, together with the rights incident thereto and the personal property thereon, appurtenant thereto or used or obtained in connection therewith.

This instrument is executed without warranty of title, either express or implied.

Arapaho agrees not to release or surrender the interests in said leases herein assigned without first offering in writing to reassign such interests to Chandler at least 45 days prior to such release or surrender. Chandler shall have 15 days following receipt of such notification in which to notify Arapaho of its election to take a reassignment of such interests. If Chandler takes such reassignment, then Arapaho shall be relieved of all future obligations with respect to the leasehold interest reassigned, but Arapaho shall not be relieved of any of its obligations occurring prior to the receipt by Chandler of such reassignment.

The interests assigned herein shall be subject to and bear a proportionate part of lessor royalties, overriding royalties, production payments or any other working interest burdens in existence as of the date hereof, and, specifically shall be subject to the entire burden of the overriding royalty interest hereby assigned to the Partnership.

Chandler does hereby sell, assign, transfer and set over unto the Partnership, a net overriding royalty interest of 0.625% of 8/8ths of all oil, gas and casinghead gas, produced, saved and marketed from said leases insofar as they cover said lands under and by virtue of said leases or any extensions or renewals thereof, but only burdening the operating rights interest therein of Arapaho as acquired by this instrument. Said overriding royalty interest herein assigned to the Partnership 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 on said overriding royalty interest or the production therefrom. The overriding royalty interest herein assigned is a net overriding royalty interest and shall not be proportionately reduced to the leasehold interest assigned hereby to Arapaho. 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 or committed for processing, operating, development or production purposes upon said lands or unavoidably lost. No overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands. The overriding royalty interest hereby assigned shall be subject to any pooling or communitization agreement now or hereafter in effect as to any of the lands covered hereby.

The undersigned parties, in consideration of the premises, do hereby sell, assign, transfer and set over unto the other parties hereto and do stipulate and agree among themselves, and if necessary, cross-assign to each other, their interests in said leases and overriding royalty interests described herein in such a manner that the oil and gas produced from said lands are owned as described herein.

This instrument shall be binding upon and inure to the benefit of the undersigned, their successors and assigns and the covenants, agreements, conditions and obligations herein contained shall be considered as covenants, agreements, conditions and obligations running with the ownership of said leases and the ownership of the oil and gas leasehold estates; provided, however, the interest herein assigned shall not be assignable by Arapaho without the written consent of Chandler and Arapaho agrees that it will not, without the prior written consent of Chandler, create

any overriding royalty, payment out of production, net profits obligation or carried interest or any other obligation which will be a burden upon said leases.

This instrument is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto between Chandler and Petro-Search including without limitation that certain Agreement dated September 3, 1968, between Chandler and Petro-Search and that certain Letter Agreement dated March 15, 1969, between Chandler and Petro-Search, that certain Letter Agreement dated March 6, 1974, between Chandler, Petro-Search and Helmet Petroleum Corporation and any and all amendments thereto.

Without limiting the generality of the foregoing, this instrument is subject to the terms of the following:

(a) The original oil and gas leases; and

(b) All prior assignments thereof; and

(c) The Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975, approved effective May 28, 1975.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-½ percent, 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 shall not apply to the production of gas.

In connection with said leases which are federal or State of Wyoming oil and gas leases, assignments on separate forms have been executed concurrently herewith by Chandler to Arapaho in sufficient counterparts to fulfill applicable federal and state statutory and regulatory requirements, and while said assignments may be unqualified in form and do not specifically contain all of the terms and provisions

hereof, they shall be deemed to contain all of the exceptions, exclusions, retentions, reservations, rights, titles, interests, estates, remedies, powers, and privileges set forth herein as fully to all intents and purposes as though the same were set forth at length in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to, the interests herein conveyed.

IN WITNESS WHEREOF, this Stipulation of Interest, Cross Assignment of Oil and Gas Leases and Assignment of Overriding Royalty Interest is executed this 1st day of September 1982, effective for all purposes on the date of first production from or allocated to said lands at 7:00 a.m. local time.

ATTEST:

Secretary
Patty H. Sa[illegible]n

(SEAL)

CHANDLER ASSOCIATES, INC.,
a Colorado corporation

By
J.P. Bay[illegible], Vice President

ATTEST:

Secretary

(SEAL)

PETRO-SEARCH INC.,
a Delaware corporation

By
President

ATTEST:

Secretary

(SEAL)

ARAPAHO ENERGY, INC.
a Colorado corporation

By
President

PETRO-SEARCH NOMINEE
PARTNERSHIP CO.,
a Colorado general
partnership

By _____
Partner

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

The foregoing instrument was acknowledged before me this 27th day of September, 1982, by J. F. Gavlick, as Vice President of Chandler & Associates, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: May 5, 1986.

_____
Notary Public
1401 Denver Club Bldg., Denver, CO
80202

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 28th day of September, 1982, by John B. Benton as President of Petro-Search, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: April 22, 1986.

ELMA ROSADO
Notary Public, State of Texas
My Commission Expires April 22, 1986
Bonded by Lawyers Mutual Surety Corp.

Elma Rosado
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of September, 1982, by Guy W. Ewing, III as President of Arapaho Energy, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: November 30, 1985.

Beckie S. Millican
Notary Public
Beckie S. Millican
6521 Clay, Denver, Colorado 80221

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STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 28th day of September, 1982, by John B. Benton, Vice-President as ~~Partner~~ Agent of Petro-Search Nominee Partnership Co., a Colorado general partnership.

WITNESS my hand and official seal.

My commission expires: April 22, 19__.

Alma Boals
Notary Public

STATE OF TEXAS NOTARY PUBLIC

EXHIBIT "A"

Sublette County, Wyoming

C&A LSE NO.	LESSOR	DESCRIPTION	LEASE DATE	GROSS ACRES	NET ACRES	INTEREST ASSIGNED	DEPTH
9104-00	USA W-17208	Township 28 North, Range 114 West, 6th P.M. Section 32: Lots 16, 17, 18, 19, 20	3-1-69	180.42	180.42	32% of 50%	All depths
941/9123-00	USA W-20038	Township 28 North, Range 114 West, 6th P.M. Section 28: E½NE¼, NW¼NE¼, NW¼SE¼	3-1-69	160.00	160.00	32% of 50%	All depths.
941/9124-00	USA W-20039	Township 28 North, Range 114 West, 6th P.M. Section 33: SW¼NE¼	3-1-69	40.00	40.00	32% of 50%	All depths.

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CERTIFIED
to be a true and complete copy
of the official records on file
MAY 27 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

GRANT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That reference is hereby had to that certain United States Oil and Gas Lease Serial No. Wyoming 05900-A, dated June 1st, 1951, issued in pursuance of the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended (hereinafter called the "Federal Leasing Act"), the undersigned H. G. Glancock, Jr., 1601 Wilson Tower, Corpus Christi, Texas (hereinafter called "Assignor"), being the successor in interest to the lessee therein as to the following described land (hereinafter called "assigned lands") situated in the County of Sublette, State of Wyoming, to-wit:

Township 32 North, Range 114 West, 6th p.m.

Sec. 19: S 1/4, S 1/2 NE 1/4
Sec. 30: N 1/2, SW 1/4
Sec. 31: N 1/2

191516

RECORDED Jan 31 1982 2:00 PM
FEE 67.00 FEE 6.00
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by [illegible] M. Thure

, containing 1040.00 acres, more or less.

THAT pursuant to the provisions of an "Assignment of Option Agreements" executed and delivered by Assignor by SHELL OIL COMPANY, a Delaware corporation, (hereinafter called "Shell"), and subject to the approval of the Secretary of the Interior or his duly authorized representative (hereinafter called "Secretary"), Assignor does hereby grant, assign, transfer and convey unto Shell, and Shell's successors and assigns, forever, as an overriding royalty Two per cent (2 %) (sometimes hereinafter called "overriding royalty share") of all oil, gas and other hydrocarbon substances which may be produced and saved from said assigned lands under and pursuant to said lease.

IT IS AGREED between Assignor and Shell as follows:

1. In the event that Assignor produces and saves any of said substances from the assigned lands pursuant to said lease, Assignor shall pay Shell the overriding royalty share of the value of said substances determined as follows:

A. For Oil. The overriding royalty share of (1) the price posted and paid by any major producing and purchasing company for oil of like quality and gravity produced in the field in which the assigned lands are located on the date of removal of oil from storage (or the average of unlike prices if more than one price is posted), or (2) if no such price is posted, the reasonable market value of the oil at the well in the field of production

B. For Gas. The overriding royalty share of the following: (1) Forty per cent (40%) of the market value of any natural gasoline and other liquid hydrocarbons extracted and saved from any gas produced in pursuance of said lease which Assignor may process in its own plant either on or off the assigned lands; (2) Any net proceeds received by Assignor from the sale of residual dry gas remaining after such extraction; (3) Any net proceeds of sale by Assignor of such gas in the natural state as so produced; (4) the market value of any natural gasoline and other liquid hydrocarbons extracted from such gas by a third party pursuant to contract with Assignor, less the costs (in cash or products) of such extraction charged Assignor; and (5) Any net proceeds received by Assignor from the sale of residual gas redelivered to Assignor by such third party. The "market value" for the purposes hereof shall be determined in a similar manner as the price for oil is hereinabove determined and as of the date of extraction by Assignor or of redelivery to him. In case such gas is commingled with other gas, Shell's overriding royalty share shall be computed upon an appropriate fraction of the commingled gas.

In no event shall the value of such substances, for the purpose of computing Shell's overriding royalty hereunder, be determined to be less than the amounts then currently being received by Assignor for such substances.

At any time and from time to time by giving Assignor thirty (30) days advance written notice thereof, Shell may, at its option, elect to take its overriding royalty share of oil in kind. In the event that Shell exercises its option to take its overriding royalty share of oil in kind, Assignor agrees to deliver such oil, free of expense to Shell, for Shell's account in any pipeline to which Assignor may connect its wells or storage tanks located on the assigned lands.

2. Assignor shall keep full, true and correct records and accounts showing its operations under said lease, all production of said substances produced from the assigned lands and sold during each calendar month, the amount of all said substances produced from the assigned lands and saved but not sold or consumed by Assignor in its operations on the assigned lands, and all other data necessary or proper for the ascertainment of said overriding royalty share. Shell shall have the right at all times to inspect and take copies of such records and accounts. No later than the 25th day of each calendar month succeeding the month in which any of said substances shall first be discovered in any well on the assigned lands and such well is placed on production, and not later than the 25th day of each successive calendar month thereafter, Assignor shall deliver to Shell an itemized written statement showing the total production of said substances from the assigned lands for the preceding calendar month, the royalties payable with respect thereto, the data upon which the amount of such royalties is computed, the gross proceeds from the sale of all substances produced from the assigned lands and sold by Assignor during such preceding calendar month and the items thereof.

Assignor hereby authorizes Shell and its representatives to examine and take copies of all records of any public authorities relating to operations of Assignor upon the assigned lands under said lease, including, but not limited to, all reports, records, notices and statements filed by Assignor. Assignor hereby waives all restrictions now or hereafter imposed by statute or otherwise upon the use of such records by Shell as evidence or otherwise.

3. On or before the 25th day of each calendar month following the month of removal of production from storage, Assignor shall make payment to Shell of any moneys accrued on account of Shell's overriding royalty share.

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CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 27 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

4. Assignor warrants and agrees to defend title to said overriding royalty [illegible] and the rights, privileges and benefits appurtenant thereto herein granted [illegible] Shell, its successors and assigns, against every person whomsoever lawfully [illegible] or to claim the same or any part thereof; and Assignor further warrants that said overriding royalty share, together with any and all presently outstanding overriding royalties to which said lease as to the assigned lands is or may be subject, do not exceed a total of five per cent (5%).

5. Assignor shall not (a) make any total or partial surrender, release or relinquishment of said lease as to the assigned lands, [illegible] (b) assign any interest in or to said lease as to the assigned lands, without first offering in writing to assign to Shell the interest desired to be surrendered assigned and, in case of assignment, upon the same terms and conditions and same consideration as [illegible] the case of the proposed assignment to a third party, Shell shall have 15 days after the receipt of such offer within which to elect to take assignment of such interest, upon such terms and conditions where applicable, [illegible] by written notice given to Assignor. In the event Shell [illegible] not elect to take such assignment Shell shall, [illegible] such offer refers to a surrender, join in such surrender, or if such offer refers to a proposed assignment, Assignor shall thereupon be free to make such assignment. Any such assignment shall be made subject to all the terms and provisions of this grant, provided, however, any such assignment is not promptly made, the interest referred to in such offer shall continue subject to all the terms and provisions of this grant. If, within time above specified, Shell shall elect to take an assignment of such interest and [illegible] to meet the terms and conditions of any offer made by a third party in the of a proposed assignment, Assignor shall promptly [illegible] and deliver an apt and proper assignment thereof to Shell and within a reasonable time thereafter Shell shall [illegible] by Assignor therefor.

6. Either party hereto may give any notice or [illegible] under to the other by delivering the same in person or [illegible] depositing the same in any United States Post Office registered, postage prepaid, addressed as follows:

To Assignor at [illegible] Wilson Tower, Corpus Christi, Texas

To Shell at 10[illegible] West 6th Street, Los Angeles [illegible] California,

or at such other addresses may be designated by similar notice. Any such notice or instrument shall be deemed to have been received by the party to whom the same is addressed at the expiration of 72 hours after the deposit of the same in the United States Post Office for transmission by registered mail as aforesaid.

7. The provisions hereof shall bind and inure to the benefit of the heirs, successors and assigns of the parties hereto.

8. Bonnie Smith Glasscock, the wife of said C. G. Glasscock, Jr., joins herein with her said husband as one of the parties constituting the Assignor.

IN WITNESS WHEREOF, Assignor and Shell have executed this grant this 27th day of May, 195[illegible]

C. G. Glasscock, Jr.

Bonnie Smith Glasscock
ASSIGNOR Bonnie Smith Glasscock

ATTEST:
ASSISTANT SECRETARY

SHELL OIL COMPANY
By: [illegible]
Manager, Land Department

STATE OF TEXAS
COUNTY OF NUECES

On this 27th day of May, 1954, before me personally appeared C. G. Glasscock, Jr., and Bonnie Smith Glasscock, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged to me that he (they) executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My commission expires:

June 1, 1955

Diana L. Murchie
Notary Public in and for said County & State
DIANA L. MURCHIE

STATE OF California
COUNTY OF Los Angeles

On this 10th day of January, 1955, before me appeared M. W. Sheppard, Jr., to me personally known, who being by me duly sworn, did say that he is the Mgr. Land Dept. L.A. Office of SHELL OIL COMPANY, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said M. W. Sheppard, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the day and year in this certificate first above written.

My commission expires:

December 11, 1955

Mildred M. Crawford
Notary Public in and for said County & State

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 27 1982
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

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RECORDED [illegible] 19[illegible] [illegible]
IN BOOK 66 Oil [illegible]
FEES $[illegible] [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. [illegible]

199004

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 [illegible] Bobbitt, Jr. and Richard [illegible]. Halter, Trustees of the Ralph E. Fair, Jr. Family Trust, Box 4495, Boerne, Texas [illegible]006, Isabelle Fair Davis, [illegible]4 Hightree Road, Santa Monica, California 90402, and Doris Fair Koren, 878 Moraga Drive, Los Angeles, California 900[illegible] in the proportions hereinafter stated, all of the right, title and interest of Assignor in and to the following Oil and Gas Leases and the lands covered thereby and [illegible]ded thereon, and situated [illegible] Sublette County, Wyoming, [illegible]wit:

(1) Oil [illegible] Gas Lease executed by F[illegible] J. A[illegible]ll and Albert [illegible] Hoff[illegible], Trustees of the C. W. [illegible]l Trust, as Lessor, to R[illegible] E. Fair, Inc., Lessee, [illegible] date of March 19, 19[illegible], co[illegible] the following described [illegible]d in Sublette County, Wyomi[illegible]

1[illegible].00 a[illegible], more or less, described more fully in said [illegible]and Gas Lease;

To which [illegible]se, attached hereto, ref[illegible]ce is [illegible]re made for all of it[illegible]ms and provisions;

(2) Oil [illegible] Gas Lease executed by C[illegible] Axtell, a widow, as Lessor, to Ralph E. Fair, Inc., [illegible]ee, under date of Mar[illegible] 19, 19[illegible]6, covering the following [illegible]ribe[illegible] land in Sublet[illegible] County, Wyo[illegible]g:

1[illegible].00 acres, [illegible] or less, described more fully in said Oil an[illegible] Lea[illegible]

To which lease, [illegible] hereto, reference is here made for all of its terms and provisions;

RECORDED Jan 31 1983 2:[illegible]PM
IN BOOK 67 Oil
FEES $[illegible] PAGE 172

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. Y. 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 1, 1982.

RALPH E. FAIR, INC.

By: _____
Robert J. Weiss, President

ASSIGNOR

STATE OF TEXAS §

COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on 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 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 9th day of December, 1982.

_____
Notary Public in and for the
State of Texas

CHERYL K. ASHER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES FEB. 13, 1984

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Producers 88

OIL AND GAS LEASE

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

Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas hereinafter called lessor (whether one or more) and hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said 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: All SE¼
Section 24: All SW¼
Section 25: N½NW¼

and containing 00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) from March 19, 1976 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to credit of lessor as royalty, free of cost in the pipe which lessee may connect its wells, the equal one-eighth part of all oil produced and from the leased premises, or, at lessee's option, may pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil or sell the one-eighth royalty and pay lessor into pipe lines or into storage tanks.

Second. To pay lessor one-eighth of the proceeds received for gas sold from each well of such gas used off the premises, where gas is found, or the market value at the lessor to have gas free of cost from any well for house on such land during the same time making his own connections with the well at his own risk and expense, all inside lights in the principal dwelling

Third. To pay lessor one-eighth of the market value at the well for gas produced and used off the premises, or for the manufacture of casing-head gasoline or any commercial gas.

If no well be commenced on said land on or before the 19th day of March 77, this lease shall terminate as to both parties, unless the lessee on that date shall pay or tender to the lessor or lessor's credit in the First National Bank at Thermopolis, Wyoming 82443 or its successor or successors which may be merged, or consolidated, or any bank succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of change in the ownership of the said land, the sum of One Hundred Sixty and 00 - - - - - - - - - - ($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 mailed to 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 above described be a dry hole or cease to produce there are no other producing well or wells on the land or drilling operations be not begun completed thereon, then and in that event if a well commenced before the next ensuing rental paying date after the expiration of ninety (90) from the date of such dry hole or cessation of, this lease shall terminate as to both parties, unless the lessee, on or before the rental date next ensuing after the expiration of ninety days from the date of the completion of the dry hole or cessation of production, shall resume payment of rentals in the same amount and in the manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment, a dry hole should be drilled or if production ceases at any time subsequent to ninety days prior to the beginning of the last year of any 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, the 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 proceeds 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, an amount equal to the amount of delay rentals payable under the shut in royalty payment clause, as herein provided, 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. Such shut-in gas wells shall be 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 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 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 to cure the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for 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 before the expiration of a well which has been commenced within ninety days and (2) any well commenced before the expiration of a well capable of producing 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 unitize the acreage covered by this lease with other lands in the vicinity thereof, or any portion thereof, with other land, lease or leases in the vicinity thereof, at any time and from time to time, either before or after production therefrom, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation of the greatest ultimate recovery of oil and gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or recognized in any 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 acreage of 40 acres for the production of oil, or 640 acres for the production of gas to include additional acreage in any regular governmental subdivision 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 that 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 regard to any part or parts of said lands which the said lessee or any assignee thereof shall make the payment [illegible] to the extent of such [illegible] An assign-

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) — ALBERT E. HOFFMAN, Trustee (SEAL)

Paul W. Axtell (SEAL) — PAUL W. AXTELL, Trustee (SEAL)

(SEAL) (SEAL) (SEAL) (SEAL)

STATE OF Wyoming
COUNTY OF Hot Springs } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 19 76, personally appeared Paul W. Axtell and Albert E. Hoffman, Trustees and ..., to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976 — Harold L. Schnaeler, Notary Public

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

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

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

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

My Commission Expires ... Notary Public

State of ... } ss.
County of ...

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires ...

155172

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

By ... Deputy

RECORDED August 16 19 76 9:00 A M
IN BOOK 53 O & G PAGE 119
FEES $4.75 Eva J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

When recorded return to

RECORDED	✓
INDEXED	✓
COMPARED	✓

125

176

Form No. 88

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 19th day of December, 1976
by and between Clara Axtell, a widow
1001 Arapahoe, Thermopolis, Wyoming 82443

Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas 78205, hereinafter called lessor (whether one or more) and 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 all 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: S½SE¼
Section 24: S½SW¼
Section 25: N½NW¼

and containing 00 acres, more or less.

It is agreed that this lease shall in force for a term of ten (10) on March 19, 1976 and as long thereafter as oil or gas, or them, is produced from said land by the lessee, lessors and assigns.

In consideration of the premises the lessee covenants and agrees:

First. The lessee shall deliver to credit of lessor as royalty, free of cost in the pipe which lessee may connect its wells, the equal one-eighth part of all oil produced and saved on the leased premises, or, at lessee's option, may or sell such one-eighth royalty and pay lessor the market price for oil of like grade and prevailing in the field on the day such oil to pipe line or into storage tanks.

Second. To pay lessor one-eighth the proceeds received for gas sold from each the well of such gas used off the premises or in house on such land during the same time gas free of cost from any well for lessor to have gas free of cost from any well for his own connections with the well at his own and all in the lights in the principal dwelling house expense.

Third. To pay lessor one-eighth the market value at the well for gas produced any oil well and used off the premises, or for the manufacture of casing head gasoline commercial gas.

If no well be commenced on said , 1977, this lease shall terminate as to both parties, unless the lessee on or before the 19th day of March shall pay or tender to the lessor or to lessor's credit in the First National Bank at Thermopolis, Wyoming 82443 or its successor or successors or any bank which it may be merged, or consolidated, or succeeds to the business or assets of any part thereof, by purchase or otherwise, which shall continue as the depository regardless of change in the ownership of the said land, the sum of One Hundred Sixty and 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 only the privileges granted to the date when said first rental is payable as aforesaid, but it is 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 mailed by mail. Mailing of rental on or before the paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor or cessor 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 described be a dry hole or cease to produce and land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced on the date of such dry hole or cessation of production date next ensuing after the expiration of ninety days from the date of the completion of the dry hole or cessation of production, payment of rentals in the same amount and in the manner shall continue in force as hereinbefore provided, and it is ceases at any time subsequent to ninety days, as above provided, the last preceding paragraph, governing the payment of rentals and the necessary in order to keep the lease in force. There had been no interruption in the rental payment. A dry hole would be drilled or if production days prior to the beginning of the last year of the term, the rental payment or operations are 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 other lands with which said lands are pooled, unitized, which is capable of producing in paying after production therefrom, and the production therefrom is not being sold or used, lessee agrees tory bank named in the lease as royalty, an amount equal to the amount of delay rentals payable under the shut-in royalty payment clause, as herein, next accruing after the expiration of ninety (90) to such date gas from the well is produced or used. In like manner, on or before each succeeding well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner quantities shall be considered under all provisions of this lease as a producing well and this lease the gas therefrom were actually being produced or sold or used. The term "gas well" shall include distillate, or any gaseous substance, and shall be classified as gas wells by any governmental authority. mean any rental-paying date of this lease in the primary term, or any subsequent anniversary date of this lease if no rental is specified herein.

If said lessor owns a larger interest in the described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor 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 transferred to and 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 the laying of pipe lines, lessee shall bury his pipe lines below plow depth. No well shall be drilled within 200 feet to the house or barn now on said without the written consent of the lessor.

Lessee shall have the right to drill within the term of this lease and (2) any well commenced before the expiration of a well which has been commenced within such term and continue in force with like effect as if such well had been completed within the term of years paying quantities in any such well, this lease herein first mentioned.

Lessee is hereby granted the right to pool or combine the acreage covered by this lease or any portion thereof, with other land, lease or leases in the vicinity thereof, whenever any time or from time to time, whether before or after production, lessee deems it necessary or advisable to do so for the prevention of waste and conservation of oil and gas in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and greatest ultimate recovery of oil and gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or authorized by Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable from any 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 of 10% in acreage; or if a larger area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any such unit be required by any governmental rule or order, or a section 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 pooled acreage shall be considered and construed to be production, development and operation on the leased premises under the terms of this lease. The royalties and other rentals provided shall accrue and be paid to Lessors on pooled substances produced from any unit in the proportion, but only in such proportion, as the 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 , 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 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 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 the 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 shall as to the extent of such assignment relieve said lessee.

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

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

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

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

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

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

Clara Axtell (SEAL)
CLARA AXTELL (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF WYOMING
COUNTY OF HOT SPRINGS } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 19 76, personally appeared Clara Axtell, to me known to be the identical person and described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976 Harold R. Schrader Notary Public

STATE OF
COUNTY OF } SS.

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

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

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

My Commission Expires Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

155171

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

By Deputy

RECORDED August 16 1976 9:00 A M
IN BOOK 53 D & B. PAGE 117
FEES $ 4.50 Sublette COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RECORDED	✓
INDEXED	✓
COMPARED	✓

When recorded return to

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EXHIBIT "A"

ched to and made a part of th ertain
nment Affecting Record Title il and
ease W-79183 dated 12-2-
ween Aubrey Elroy Jones, Assi , and
Mobil Oil Corporation, Assi

Assi hereby excepts and reserves the assignment an
obligation fro ignee equal to $10,000.00 pe e for the number of
acres assigned y, the same to be paid by ssignee out of five
percent (5%) o ths of the market value at t ils, as produced, of
all the oil an which may be produced and s r mark ted (which-
ever is greater from the above-described land r the erms of said
lease or any ex ions or renewals thereof. A yments ade on
account of said ligation shall be computed an d at the same time
and in the same nner as royalties payable to nited ates under
the terms of s ease are computed and paid. pt as ecifically
herein provid is reservation of said oblig shall not imply any
leasehold pres ion, drilling or development ation n the part of
the Assignee; er, nothing herein contained l reli e Assignee
from complian h any of the terms and condi of sa lease.

AUB JONES

STATE OF MASSACHUS)
)
) ss.
COUNTY OF MIDDLESEX)

On the 7th day of December, 1982, pers appea d
before me, UBREY EL Y JONES, who being personally to me,
acknowledge that he ecuted the attached instrumen

FREDERIC H. CRAFT otary ublic

My Comm on expi s:

194548

RECORDED Jan 31 1983 8:00 AM
IN BOOK 67 Misc PAGE 179
FEES 11.25 Lois J Yah COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stein

ASSIGNMENT

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE §

PART 1

MICHIGAN WISCONSIN PIPE LINE COMPANY, a Delaware corporation, hereinafter called Assignor, the owner and holder of certain rights and interests pursuant to those oil, gas and mineral leases, described on Exhibit "A" attached hereto and made a part hereof for all purposes, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by ANR PRODUCTION COMPANY, a Delaware corporation, hereinafter called Assignee, the receipt and sufficiency of which is hereby acknowledged, has assigned, transferred and conveyed and by these presents does hereby ASSIGN, TRANSFER and CONVEY unto Assignee all of Assignor's right, title and interest pursuant to said leases, together with all rights thereunder and incident thereto, and all personal property and equipment pertaining thereto and utilized in connection therewith, except such property utilized by Assignor for the gathering or transmission of gas, but subject to and in accordance with the conditions and limitations hereinafter set forth.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors, legal representatives and assigns, subject to and in accordance with the terms, covenants and conditions of the said leases and, subject to and in accordance with the further provisions of Part II hereof, the said Assignee to perform all of such terms, covenants and conditions thereof as to the interests herein assigned, as set forth in Part II.

PART II

The assignment set forth in Part I is made and accepted subject to any and all royalties, overriding royalties, production payments, net profits interests and other similar burdens against production owned by any party other than Assignor and which are of record or known to the Assignee as of the date of these assignments, and the Assignee shall bear its respective proportionate shares of all such burdens against production. The foregoing assignment is also subject to any and all operating agreements, gas sales agreements or other agreements or contracts affecting the interests assigned. Finally, the foregoing assignment is subject to any and all lawful orders or any regulatory agency affecting the interests assigned. Assignee agrees to assume all responsibilities under any such lease, agreement, contract and order, to faithfully perform all obligations created thereby and to hold harmless, indemnify and defend Assignor from any claim or liability due to Assignee's failure to perform any such obligation.

The foregoing assignment shall become effective as to oil and gas production from the properties as of 7:00 a.m., December 31, 1982, local time

Assignor warrants title to the interests assigned by, through and under Assignor but not otherwise.

IN WITNESS WHEREOF, MICHIGAN WISCONSIN PIPE LINE COMPANY and ANR PRODUCTION COMPANY have executed this instrument this 13th day of December, 1982.

MICHIGAN WISCONSIN PIPE LINE COMPANY

ATTEST:

Assistant Secretary

By: James D. Thompson

Title: JAMES D. THOMPSON, EXECUTIVE VICE PRESIDENT

S. NAUMANN

ANR PRODUCTION COMPANY

ATTEST:

Assistant Secretary

By:

Title: P. JON WILLEMS, VICE PRESIDENT

S. NAUMANN

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in Harris County, Texas, on this day personally appeared James D. Thompson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Michigan Wisconsin Pipe Line Company as the Executive Vice President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 13th day of December, 1982.

My Commission Expires:

MARY L. DUSEK
Notary Public, State of Texas
My Commission Expires October 1, 1985

Mary L. Dusek
Notary Public in and for Harris Co., Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in Harris County, Texas, on this day personally appeared P. Jon Willems, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of ANR Production Company as the Vice President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 13th day of December, 1982.

My Commission Expires:

MARY L. DUSEK
Notary Public, State of Texas
My Commission Expires October 1, 1985

Mary L. Dusek
Notary Public in and for Harris Co., Texas

EXHIBIT "A"
ATTACHED TO ASSIGNMENT
MICHIGAN WISCONSIN PIPELINE CO. TO ANR PRODUCTION CO.
DATED DECEMBER 13, 1982

Green River Basin
Sublette
MCM GRB Hoback

Lease Number	Lease Name	Original Lessee	Lease Date	Total Gross Acres	Land Desc.	Recorded Book—Page
WY-000265-00	W-45881	Hallock, Allan R.	07-01-1974	1,287.76	T30N,R115W 6PM Sec. 4: Lots 1, 2,3,4,S/2N/2, S/2 T31N, R115W 6PM Sec. 33: All	
WY-000266-00	W-45879	Campbell, Edwin L.	07-01-1974	2,087.04	T29N, R115W 6PM Sec. 7: Lots 1, 2,3,4,E/2, E/2W/2 T29N, R115W, 6PM Sec. 8: All T29N, R115W, 6PM Sec. 17: W/2 T29N, R115W, 6PM Sec. 18: L1-4, E/2, E/2 W/2	
WY-000267-00	W-45880	Allen, Janice D.	07-01-1974	2,167.92	T29N, R115W, 6PM Sec. 5: All T29N, R115W, 6PM Sec. 6: L1-4, N/2NE, E/2W/2, E/2SE T30N, R115W, 6PM Sec. 30: All T30N, R115W, 6PM Sec. 31: All	

EXHIBIT "A"
ATTACHED TO ASSIGNMENT
MICHIGAN WISCONSIN PIPELINE CO. TO ANR PRODUCTION CO.
DATED DECEMBER 13, 1982

Green River Basin
Sublette
MOW GRB WY-M074

Lease Number	Lease Name	Original Lessee	Lease Date	Total Gross	Land Desc.	Recorded Book—Page
WY-000503-00	W-45268	Cades, Milton	06-01-1974	640.00	T34N, R115W, 6PM Sec. 1: S/2 T34N R115W 6PM Sec. 2: S/2	

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ROYALTY ASSIGNMENT

This assignment made and entered into this 5th day of ~~DECEMBER~~ January, 1983,

by and between EDWARD J. BANAS, residing at 6306 Thomas Drive, Springfield, VA 22150

herein referred to as assignor, (whether one or more) and SPIRO G. VASSILOPOULOS, residing at 909 Rio Vista Circle, SW, Albuquerque, New Mexico 87105

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 1/2% of 8/8ths (One half of one percent of eight eighths) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of SUBLETTE, State of WYOMING to-wit:

TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th PM

SECTION 16: ALL
SECTION 36: ALL

CONTAINING A TOTAL OF 1280.00 ACRES

under the terms of that certain oil and gas lease made and entered into by and between the STATE OF WYOMING as lessor, and EDWARD J. BANAS, as lessee, bearing No. 82-287 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 STATE OF WYOMING 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.

Edward J. Banas
EDWARD J. BANAS, assignor

STATE OF VIRGINIA
County of FAIRFAX } ss.

On this 5th day of ~~DECEMBER~~ January, 1983, before me personally appeared EDWARD J. BANAS 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 the day and year last above written.

My commission expires My Commission Expires March 13, 1984

Mary C. Cassale
Notary Public

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 3rd day of Jan A. D., 1983 at 8 o'clock; 4 m., and duly recorded in Book 67 Page 183 of the Rec records, of said County.

Lois J. Yade
County Clerk

By Dorothy Miller, Deputy

Rec. No. Fees, $ 4.00

Return to PETROGRAM SERVICES
701 Carlisle Blvd. N.E.
Albuquerque, N.M. 87108
Telephone: 505-256-1168

19-1549

183

184

ROYALTY ASSIGNMENT

This assignment made and entered into this 5th day of ~~DECEMBER~~ JANUARY, 19 83,

by and between EDWARD J. BANAS, residing at 6306 Thomas Drive, Springfield, VA 22150

herein referred to as assignor, (whether one or more) and SPIRO G. VASSILOPOULOS, residing at 909 Rio Vista Circle, SW, Albuquerque, New Mexico 87105

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 1/2% of 8/8ths (One half of one percent of eight eighths) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of SUBLETTE, State of WYOMING to-wit:

TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th PM

SECTION 4: ALL
SECTION 5: ALL

CONTAINING A TOTAL OF 1280.00 ACRES

under the terms of that certain oil and gas lease made and entered into by and between the STATE OF WYOMING as lessor, and EDWARD J. BANAS as lessee, bearing No 82-287 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 STATE OF WYOMING 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 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 holding or claiming an interest therein.

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

Edward J. Banas
EDWARD J. BANAS, Assignor

STATE OF VIRGINIA
County of FAIRFAX } ss.

On this 5th day of ~~DECEMBER~~ January, 19 83, before me personally appeared EDWARD J. BANAS

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 the day and year last above written.

Mary [illegible]
Notary Public

My commission expires [illegible]

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 31st day of January A. D., 1983 at 8 o'clock, 40 and duly recorded in Book 67 Page 184 of the Official records.

[illegible] County Clerk
By [illegible], Deputy

Rec. No. [illegible] Fees, $ 4.00

Return to PETROGRAM SERVICES
701 Carlisle Blvd. N.E.
Albuquerque, N.M.
[illegible]

FORM NO. LHH-8

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE
WYOMING 020123

This Overriding Royalty Assignment, made this 15 day of December, 19 82, by and between Mabel Schulten, a widow

whose address is 3115 East First Street, Casper, Wyoming 82609

hereinafter called Lessee; and Helen V. Smith

whose address is 3115 East First Street, Casper, Wyoming 82609

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of an overriding royalty interest in Oil and Gas Lease by the United States of America, dated April 1, 1953, 19____ bearing Serial No. Wyoming #020123, of the U. S. Land & Survey Office, at Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming towit:

194551

Township 27 North, Range 112 West, 6th P.M.
Section 6: All
Section 8: W½
Section 17: W½NW¼, SE¼NW¼ SW¼
Section 20: NW¼, N½SW¼, SW¼SW¼, Lot 6

RECORDED January 31 1983 8:00 AM
IN BOOK 67 Off PAGE 185
FEES 8.00 Paid
COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M Stein

NOW, Therefore, in consideration of the premises and the sum of Ten and no/100---- Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her heirs and assigns, an overriding royalty interest of one-~~eighth~~ fourth of one percent (~~1/8~~ 1/4 of 1%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to all assignments of record at the Court House in Pinedale, Wyoming, and all instruments of record in Cheyenne, Wyoming's, federal land office as of this date.

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

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

Mabel Schulten
Mabel Schulten
LESSEE

STATE OF WYOMING
COUNTY OF NATRONA } ss:

ACKNOWLEDGEMENT
Single or Married

On this 15 day of December, 19 82, before me personally appeared Mabel Schulten, a widow

to me known to be the person described in and who executed the foregoing instrument and acknowledged that ~~he~~ she ~~or they~~ executed the same as his (or her) (or their) free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully advised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

Shirley M Dymond
NOTARY PUBLIC

SHIRLEY M DYMOND NOTARY PUBLIC Natrona County Wyoming My Commission Expires Mar. 2, 1985

My Commission expires on the 3 day of February A.D., 19 85

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 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 15 day of December, 19 82

with acknowledgment added

Helen V. Smith
(Assignee signature)

This form is submitted in lieu of Form 3106-5 November 1975) and contains all of the provisions thereof as of the date of filing of this Assignment plus the acknowledgment below which is the only addition to Office Form 3106-5 (November 1975).

Helen V. Smith, East First Street, Casper, WY 82609
(Address include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interests in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* If record title may only cover lands in one lease, if more than one assignment is made out of a lease, file separate instrument of transfer with each assignment.

2. Filing and number of copies - File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days from date of final execution.

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

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

5. Effect of Assignment - Approval of assignment vests a definite described portion of the leased lands creates a separate lease. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, except in the case of assignments of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below lines 1 and 2, the assignee's full name and mailing address, including zip code.

PART II

Certification of assignee

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

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

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

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

Form 3106-5 (November 1975)

KINTZEL PRINTING
236 West 1st
Casper Wyoming

STATE OF WYOMING
COUNTY OF NATRONA

Oil Kansas, New Mexico, W... Montana ...olorado, Utah, Nebraska, North Da... ...th Dakota
ACKNOWLEDGMEN... INDIVIDU...

BEFORE ME, the undersigned, a Notary P... in and for said County and State, on the 15 day of December, 19 82, personally appeared Helen V. Smith and to 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.

SHIRLEY M. DYAMOND NOTARY PUBLIC MY COMMISSION EXPIRES ... Natrona County, Wyoming

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

My Commission Expires ...

Shirley M. Dyamond

[redacted] [redacted]

STATE OF AR[redacted]

OFFICIAL STATE COPY

DEPARTMENT OF HEALTH SERVICES - VITAL RECORDS SECTION

CERTIFICATE OF DEATH

DEATH NO D 102-

1 NAME OF DECEASED — A. FIRST: ROBERT — B. MIDDLE: A. — C. LAST: SCHULTEN

2 SEX: MALE

3 DATE OF DEATH (MONTH DAY YEAR): SEPTEMBER 2, 1982

4 RACE (W, B, A, I, etc.) SPECIFY: A White

5 WAS DECEASED OF SPANISH ORIGIN (YES, NO, SPECIFY): B No

C IF YES, INDICATE MEXICAN, SPANISH, PUERTO RICAN, CUBAN, ETC.

5 WAS DECEASED EVER IN U.S. ARMED FORCES? (SPECIFY YES OR NO): No

6 PLACE OF DEATH — A. COUNTY: Maricopa — B. TOWN OR CITY: Mesa — C. HOSPITAL OR INSTITUTION (IF RESIDENCE, GIVE STREET ADDRESS): Mesa Lutheran Hospital — D. ☐ DOA ☐ OPTIMER ☒ IN PATIENT

7 DATE OF BIRTH (MONTH DAY YEAR): September 15, 1898

8A AGE (YEARS LAST BIRTHDAY): 83 — B. IF UNDER 1 YEAR: MOS DAYS — C. IF UNDER 1 DAY: HRS MIN

9 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): Married

10 SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): Mabel Purcell

11 STATE OF BIRTH (OR FOREIGN COUNTRY): Missouri

12 CITIZEN OF WHAT COUNTRY? SPECIFY: U.S.A.

13 SOCIAL SECURITY NO: 327-05-4586

14A USUAL OCCUPATION (Give kind of work during most of working life even if retired): Salesman

B KIND OF BUSINESS OR INDUSTRY: Standard Printing

15 USUAL RESIDENCE — A. STATE: Arizona — B. COUNTY: Maricopa — C. TOWN OR CITY: Mesa — D. ZIP CODE: 85204

15E STREET ADDRESS OR RFD: 2600 E. Allred #B24

15F INSIDE CITY LIMITS (SPECIFY yes or no): Yes

15G ON RESERVATION (Specify yes or no): No

16 HOW LONG IN ARIZONA — YEARS: 8 — MONTHS — DAYS

17 PREVIOUS STATE OF RESIDENCE: Wyoming

18 FATHER'S NAME — A. FIRST: August — B. MIDDLE — C. LAST: Schulten

19 MOTHER'S MAIDEN NAME — A. FIRST: Eva — B. MIDDLE — C. LAST: Postener

20 INFORMANT'S SIGNATURE: Mabel Schulten

21 RELATIONSHIP TO DECEASED: Wife

22 ADDRESS — STREET NO: 2600 E. Allred #B24 — CITY AND STATE: Mesa, Arizona — ZIP CODE: 85204

23 FINAL DISPOSITION — CREMATION, REMOVAL, OTHER (Specify): Burial

24 DATE: 9-4-82

25 CEMETERY OR CREMATORY — NAME / LOCATION: Mt. View Memorial Gardens/Az. — Mesa

26 EMBALMER'S SIGNATURE: [signature]

27 CERT NO: 252

28 FUNERAL HOME — NAME / STREET ADDRESS / CITY AND STATE: Larry C. Melcher Mortuary 6625 E. Apache Tr. Mesa, Az.

29 FUNERAL DIRECTOR or Representative (SIGNATURE): [signature]

30 CERT NO: 474R

To be completed by CERTIFYING PHYSICIAN ONLY

TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.

31 SIGNATURE AND TITLE: Joseph Chatham M.D.

32 DATE SIGNED (Mo. Day Year): 9-3-82

33 HOUR OF DEATH: 0430 A.M.

34 NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)

To be completed by MEDICAL EXAMINER ONLY

ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE DUE TO THE CAUSE(S) AND MANNER STATED.

35 SIGNATURE AND TITLE

36 DATE SIGNED (Mo. Day Year)

37 HOUR OF DEATH

38 PRONOUNCED DEAD (Mo. Day Year) ON

39 PRONOUNCED DEAD (Hour) AT

40 NAME AND ADDRESS OF CERTIFIER, PHYSICIAN OR MEDICAL EXAMINER (Type or print): Joseph Chatham M.D. 6550 E. Broadway Mesa, Arizona

41 DATE RECEIVED: SEP 7 1982

42 REG FILE NO: 8929

43 REGISTRAR'S SIGNATURE: [signature]

44 REG DISTRICT: 0103

45 DATE REC'D IN STATE OFFICE

46 PART I — CAUSES OF DEATH (ENTER ONLY ONE CAUSE ON EACH LINE)

A IMMEDIATE CAUSE: CARDIAC ARREST

B DUE TO OR AS A CONSEQUENCE OF: ACUTE MYOCARDIAL INFARCTION

C DUE TO OR AS A CONSEQUENCE OF:

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

PART II. OTHER SIGNIFICANT CONDITIONS AND/OR ENVIRONMENTAL FACTORS (If adult female was she pregnant within past 90 days?)

47

AUTOPSY (Specify yes or no): 48 No

WAS CASE REFERRED TO MEDICAL EXAMINER (Specify yes or no): 49 No

MANNER OF DEATH: ☐ NATURAL CAUSE ☐ ACCIDENT ☐ SUICIDE ☐ HOMICIDE ☐ PENDING INVESTIGATION ☐ UNDETERMINED

DATE OF INJURY (MO DAY YR): 51 — HOUR: M

INJURY AT WORK? (Specify yes or no): 53

DESCRIBE HOW INJURY OCCURRED: 54

PLACE OF INJURY (At home, farm, street, factory, office building, etc.) SPECIFY: 55

WHERE LOCATED? STREET ADDRESS — CITY OR TOWN — STATE: 56

SUPPLEMENTARY ENTRIES: 57

Sept. 7, 1982

CERTIFIED COPY OF VITAL RECORD

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

Date Issued

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, PHOENIX, AZ issued under the authority of A.R.S. 36-341 and by direction of

DEANE BENSON
Chief Deputy County Registrar
Maricopa County Department of Health Services

303188

This copy not valid unless prepared on safety paper displaying state seal in color and imprinted with raised seal of issuing agency

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY

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FORM 10 (REV 8)

15-1552

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE
Wyoming #020123(A)

This Overriding Royalty Assignment, made this 15 day of December, 1982, by and between Mabel Schulten, a widow

whose address is 3115 East First Street, Casper, WY 82609

hereinafter called Lessee; and Helen Smith,

whose address is 3115 East First Street, Casper, WY 82609

hereinafter called Assignee:

FILED Jan 31 1983 8:00 A.M.
IN BOOK 67 OR PAGE 188
FEES 8.00 Linda Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stein

Witnesseth:

Whereas, Lessee is the owner of an overriding royalty interest in and has been granted an Oil and Gas Lease by the United States of America, dated April 1, 19 53 bearing Serial No. Wyoming #020123(A), of the U. S. Land & Survey Office, at Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in Sublette County State of Wyoming, to-wit:

Township 27 North, Range 112 West, 6th P.M.
Section 1: SW¼SW¼
Section 5: Lot 4, S½NW¼, SW¼, W½SE¼, S½SE¼
Section 8: W½NE¼, SE¼
Section 9: SW¼SW¼
Section 17: SE¼, SW¼NE¼
Section 21: W½NE¼

Containing 999.78 acres, more or less.

NOW, Therefore, in consideration of the premises and the sum of Ten and no/100 Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee her heirs and assigns, an overriding royalty interest of one percent (1%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to the Lessee.

This Overriding Royalty Assignment shall be subject to all assignments of record at the Court House in Pinedale, Wyoming; and all instruments of record in the Cheyenne Wyoming federal land office as of this date.

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

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

Mabel Schulten
Mabel Schulten

Lessee

STATE OF WYOMING
COUNTY OF NATRONA } ss:

ACKNOWLEDGMENT
Single or married

On this December day of 1982, before me personally appeared Mabel Schulten, a widow

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

Given under my hand and seal in the certificate first above written.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of ~~$85~~ $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 15 day of December, 19 82

with acknowledgment added

Helen V. Smith
(Assignee's Signature)

This form is submitted in lieu of official Form 3106-5 November 1975) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (November 1975).

Helen V. Smith, 3115 East First Street, Casper, WY 82609
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.

2. *Filing and number of copies* - File three (3) completed and manually signed copies in appropriate land office. A $25 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

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

5. *Effect of assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, except in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

Form 3106-5 (November 1975)

KINTZEL PRINTING
236 West 1st
Casper Wyoming

STATE OF WYOMING
COUNTY OF 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 15 day of December, 19 82, personally appeared Helen V. Smith

~~and~~

, to 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.

SHIRLEY M. D... NOTARY PUBLIC MY COMMISSION EXPIRES

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

My Commission Expires .....

Shirley M. Dennison
Notary Public.

[redacted] [redacted] [redacted]

STATE OF A[illegible]

OFFICIAL STATE COPY

DEPARTMENT OF HEALTH SERVICES - VITAL RECORDS SECTION

CERTIFICATE OF DEATH

DEATH NO D 102-

NAME OF DECEASED A. FIRST: ROBERT	B. MIDDLE: A.	C. LAST: SCHULTEN	SEX: MALE
DATE OF DEATH (MONTH DAY YEAR): SEPTEMBER 2, 1982	RACE (W, B, Indian, Black, American Indian, etc.) SPECIFY: White	WAS DECEDENT OF SPANISH ORIGIN (YES NO) SPECIFY: No	IF YES (INDICATE MEXICAN, SPANISH, PUERTO RICAN, CUBAN, ETC.)
WAS DECEASED EVER IN U.S. ARMED FORCES? (SPECIFY YES OR NO): No	PLACE OF DEATH A. COUNTY: Maricopa	B. TOWN OR CITY: Mesa	C. HOSPITAL OR INSTITUTION (IF RESIDENCE GIVE STREET ADDRESS): Mesa Lutheran Hospital
D. ☐ DOA ☐ OPTIMER ☒ IN PATIENT	DATE OF BIRTH (MONTH DAY YEAR): September 15, 1898	AGE (YEARS LAST BIRTHDAY): 83	UNDER 1 YEAR MOS DAYS:
UNDER 1 DAY HRS MIN:	MARRIED NEVER MARRIED WIDOWED DIVORCED (SPECIFY): Married	SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): Mabel Purcell	
STATE OF BIRTH (IF NOT IN USA, name country): Missouri	CITIZEN OF WHAT COUNTRY? SPECIFY: U.S.A.	SOCIAL SECURITY NO: 327-05-4586	USUAL OCCUPATION (Give kind of work during most of working life, even if retired): Salesman
KIND OF BUSINESS OR INDUSTRY: Standard Printing	USUAL RESIDENCE A. STATE: Arizona	B. COUNTY: Maricopa	C. TOWN OR CITY: Mesa
D. ZIP CODE: 85204	STREET ADDRESS OR R.F.D.: 2600 E. Allred #B24	INSIDE CITY LIMITS (SPECIFY yes or no): Yes	ON RESERVATION (Specify yes or no): No
HOW LONG IN ARIZONA? YEARS: 8	MONTHS	DAYS	PREVIOUS STATE OF RESIDENCE: Wyoming
FATHER'S NAME A. FIRST: August	B. MIDDLE	C. LAST: Schulten	MOTHER'S MAIDEN NAME A. FIRST: Eva
B. MIDDLE	C. LAST: Fostener	INFORMANT'S SIGNATURE: Mabel Schulten	RELATIONSHIP TO DECEASED: Wife
ADDRESS STREET NO. CITY AND STATE ZIP CODE: 2600 E. Allred #B24 Mesa, Arizona 85204			
BURIAL CREMATION REMOVAL OTHER (Specify): Burial	DATE: 9-4-82	CEMETERY OR CREMATORY — NAME/LOCATION: Mt. View Memorial Gardens/Az.	Mesa
EMBALMER'S SIGNATURE	CERT NO: 752	FUNERAL DIRECTOR (OR OTHER) (SIGNATURE)	CERT NO: 474R
FUNERAL HOME: Larry C. Melcher Mortuary 6625 E. Apache Tr. Mesa, Az.	NAME	STREET ADDRESS	CITY AND STATE

To be completed by CERTIFYING PHYSICIAN ONLY — TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.

SIGNATURE AND TITLE: Joseph Chatham M.D.

DATE SIGNED (Mo. Day Year): 9-3-82 — HOUR OF DEATH: 0430 A.M.

NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print):

To be completed by MEDICAL EXAMINER ONLY — ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE DUE TO THE CAUSE(S) AND MANNER STATED.

SIGNATURE AND TITLE: DATE SIGNED (Mo. Day Year): HOUR OF DEATH:

PRONOUNCED DEAD (Mo. Day Year): ON: PRONOUNCED DEAD (Hour): AT:

NAME AND ADDRESS OF CERTIFIER, PHYSICIAN OR MEDICAL EXAMINER (Type or print): Joseph Chatham M.D. 6550 E. Broadway Mesa, Arizona

DATE RECEIVED: SEP 7 1982 — REG. FILE NO: 8929 — REGISTRAR'S SIGNATURE: Elizabeth Patterson Deputy — REG. DISTRICT: 0003 — DATE RECD IN STATE OFFICE:

PART I — (ENTER ONLY ONE CAUSE ON EACH LINE)

A. IMMEDIATE CAUSE: CARDIAC ARREST

B. DUE TO OR AS A CONSEQUENCE OF: ACUTE MYOCARDIAL INFARCTION

C. DUE TO OR AS A CONSEQUENCE OF:

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

PART II — OTHER SIGNIFICANT CONDITIONS AND/OR ENVIRONMENTAL FACTORS (If a female, was she pregnant within past 90 days?):

AUTOPSY (Specify yes or no): No — WAS CASE REFERRED TO MEDICAL EXAMINER (Specify yes or no): No

MANNER OF DEATH: ☐ NATURAL CAUSES ☐ ACCIDENT ☐ SUICIDE ☐ HOMICIDE ☐ PENDING INVESTIGATION ☐ UNDETERMINED

DATE OF INJURY (Mo. Day Yr.): HOUR: AM PM — INJURY AT WORK? (Specify yes or no): — DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY (At home, farm, street, factory, office building, etc.) SPECIFY: — WHERE LOCATED? STREET ADDRESS CITY OR TOWN STATE:

SUPPLEMENTARY ENTRIES:

Sept. 7, 1982

CERTIFIED COPY OF VITAL RECORD

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

Date Issued

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, PHOENIX, AZ issued under the authority of A.R.S. 36-341, and by direction of

DEANE E. BENSON
Chief Deputy County Registrar
Maricopa County Department of Health Services

303188

This copy not valid unless printed on safety paper displaying state seal in color and impressed with raised seal of issuing agency

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY

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~~159~~

/ 9 p

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, and W. A. Moneriet 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 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 have hereunto set our hands and seal this 3 day of November, 19 82.

ATTEST:

WOODS PETROLEUM CORPORATION

Secretary

Larry L. M

Vice President

W. A. Moneriet

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, Notary Public in and for said County and State, on this 30th day of November, 19 82, personally appeared Larry L. M, 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

10 1594

STATE OF TEXAS ss.
COUNTY OF TARRANT

Before me, the undersigned, a Notary Public in and for said County and State on this 20th day of [illegible], 1983, Personally appeared W. A. Moncrief to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary 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: 11-30-84

[illegible] R. Lopez
Notary Public

Assignment of Overriding Royalty from
[illegible]ods Petroleum Corporation and W. A.
[illegible]oncrief to Howard E. Marlow and Ronald E.
[illegible]ando dated November 30, 1982.

EXHIBIT "A"

WPC NO.	SERIAL NO.	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
11165-1	W-7575-A USA	[illegible] Sullivan	[illegible]	[illegible] ONLY as said lease covers the [illegible] Section 29-28N-109W from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 well (16,986 feet).
12084-1	[illegible]			Section 20-28N-109W from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 well (16,986 feet).
12269-1	W-7575 USA	Claire E. Sullivan	9-1-67	INSOFAR ONLY as said lease covers NE/4, N/2 SE/4 Section 30-28N-109W from the surface down to 100' below the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 well (16,9[illegible]).

193

FORM 88 UNITED STATES
5-54

FIVE YEAR PAID UP

ATLOCK'S, INC.
majestic bldg AM 6 1881
denver 2 colorado

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 13th day of October, 1982, by and between Sublette County, a Municipal Corporation Pinedale, Wyoming 82941, party of the first part, hereinafter called lessor (whether one or more) and LANG & MARTIN LTD., 550 Petroleum Bldg., Denver, Colorado 80202, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 112 West, 6th P.M.
A tract of land located in Lot 9 of Section 23 and in the NE¼NW¼ of Section 26 known as Lots 20 and 21 in Block 8 of the original Midway Townsite;

Containing 1.65 five (5) acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ five years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

~~4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in Bank at or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.~~

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth.

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

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or effect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designated in writing in a recordable instrument to be filed with the lessee a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

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

13. In the interest of conservation and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to Sublette County one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date, or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee be given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessees.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

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

Sublette County

BY: Floyd E. Bressman

ATTEST:

BY: [illegible]

ACKNOWLEDGMENT

STATE OF.....
County of..... } ss.

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

Given under my hand and seal this.....day of....., 19.....

My Commission Expires .....

Notary Public.

STATE OF Wyoming
COUNTY OF Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 4th of January, A.D. 19 83, before me personally appeared Floyd E. Bousman, to me personally known, who, being by me duly sworn, did say that he is the Chairman of Board of County Commissioners of Sublette County, Wyoming and that the seal affixed to said instrument is the corporate seal of said corporation. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Floyd E. Bousman acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of January, A.D. 19 83

(SEAL)

Janet [illegible]
Notary Public.

My Commission expires My Commission Expires April 30, 1986

Address: Box 5[illegible], Pinedale, Wy. 82941

Witness my hand and official seal

My Commission Expires.....

Notary Public within and for the State of.....
Residing at.....

No.....

OIL AND GAS LEASE

FROM

TO

State of Wyoming
Sublette County } ss.

This instrument was filed for record on the 2nd day of Feb, 1983, at 8 o'clock, A.M., and duly recorded in Book 67 Page 194, of the records of this office.

County Clerk—Register of Deeds.
By [illegible] Deputy.

When recorded return to
BELCO PETROLEUM CORPORATION
200 UNION BOULEVARD
SUITE 118
LAKEWOOD, COLORADO 80228

Fallbrook Inc

COLORADO ACKNOWLEDGMENT

STATE OF.....
County of.....

The foregoing instrument was acknowledged before me this.....day of....., 19....., by .....

WITNESS my hand and official seal.

My Commission Expires.....

Notary Public.

P. O.....

TAYLOR [redacted] INC.

Mid-Continent Association [redacted]
Form No. 131 B

[redacted]
(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Lang & Martin Ltd.
550 Petroleum Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Belco Petroleum Corporation
200 Union Blvd., Suite 118
Lakewood, Colorado 80228

(hereinafter called Assignee) all right, title and interest in and to the oil and gas lease dated October 13th, 19 82, from Sublette County, A Municipal Corporation, lessor, to Lang & Martin Ltd., lessee, recorded in book, page, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 28 North, Range 112 West, 6th P.M.
A tract of land located in Lot 9 of Section 23 and in the NE¼NW¼ of Section 26 known as Lots 20 and 21 in Block 8 of the original Midway Townsite;

RECORDED February 2 1983 8:00 A.M.
IN BOOK 67 Oil & Gas PAGE 196
FEES 4.00 Lang & Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McIntire

19-1608

of Section XXXXXXX Township XXXXXXX Range XXXXXX and containing 1.65 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

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

EXECUTED, This 13th day of January, 19 83

Larry F. Lang, Secretary

Richard E. Martin, President

STATE OF _____ }ss.
COUNTY OF _____ }

ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

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

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

My commission expires _____

Notary Public

STATE OF Colorado }ss.
COUNTY OF Denver }

CORPORATION ACKNOWLEDGMENT

On this 13th day of January 19 83, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin, President of the Lang & Martin Ltd. to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said President, and that the Corporate seal of the said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 1:30 P.M. in said county the day and year last above written.

My commission expires ~~My Commission Expires August 7, 1984~~
550 Petroleum Bldg.
Denver, Colorado 80202

Nancy Lou Ervin
Notary Public

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

Lease Serial No.
W-57819

Lease effectiv date
3/1/1977

FOR BLM OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
United Bank of Denver, N.A. Harry T. Lewis, Jr.
Co-Trustees of the E. Warren Willard Revocable Trust

Address (include zip ode)
1700 Broadway
Denver, CO 80290

The undersigned, as owner of / 15.6275 per nt of the record title of the above-design il and ga lease, hereby transfers and assigns to the a signee show above, the record title interest in and to lease as cified below.

2. Describe the lands aff ted by thi signment

T30N, R114W, 6th P.M.
Sublette County, Wy ming

Section 30: Lots 1 2, E/2 /4
Section 31: E/2 W/

This assignment is ubject he reassignment provisions in gnment executed 11/11/77 by Jean son, Assignor, to Robert L. Hay Assignee, of this lease.

Assignment approve lands de ribed below

191 1

RECORDED Feb 2 1983 8:00 P M
BOOK 67 PAGE 197
FEES $8.50 Yal COUNTY CLERK
SUBLETTE Y, PINEDALE, WYOMING
Dorothy McLeese

3. Specify interest or pe nt of a 's record title interest being conveyed gnee	100%
4. Specify interest or p nt of re tle interest being retained by assignor,	0%
5. Specify overriding ro y being ed by assignor	0%
6. Specify overriding ro y previ served or conveyed, if any	5.0%

7. If any payments out ductio previously been created out of this le if any su payments are being reserved under this ament statement giving full details as to a ethod payment, and other pertinent terms as p ed und FR 3106.

It is agreed that the obl on to p overriding royalties or payments out duction oil created herein, which, when added to ove iding ro or payments out of production previous ated and t he royalty payable to the United States, agg gate in e of 17½ percent, shall be suspended wh average oduction of oil per well per day averaged on e monthl s is 15 barrels or less.

I CERTIFY That the sta ents ma ein are true, complete, and correct to th of my owledge and belief and are made in good fa

Executed this 13th Dec ber, 1982

United Bank of Den , N.A.

By:
M.E. Rimmins, XXX XXXX ust Officer*
(Assi s Signat

*1700 B ay
Denver, 80290
(r's Add)

Harry T. Lewis, Jr.
As Co-Personal Repr entative of the Estate
of E. Warren Willar , Deceas

(City) te) (Zip Code)

Title 18 U.S.C., Section 10 makes it a crime for any person knowingly and willfully to any dep ent or agency of the United States any false, fic r fraudulent statements or representations as to any ma within its diction.

THE UNITED STATES OF AMERICA

Assignment approved effe By

(A horized Offi)

[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 [ ] 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 _____. /X/ Fiduciary pursuant to the E. Warren Willard**
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). (See attached.)
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.

**Revocable Trust. The beneficiaries listed on the attached are individuals qualified to hold Federal leases.

Executed this 13th day of December, 1982.

United Bank of Denver, N.A.

By: _____
M.E. Timmins, ~~Assistant Secretary~~ Trust Officer*

*1700 Broadway
(Assignee's Address)

Denver, CO 80290
(City) (State) (Zip Code)

Harry T. Lewis, Jr.*, Co-Trustees of the E. Warren Willard Revocable Trust

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

ACKNOWLEDGEMENT ~~(For use by Individual)~~

State of COLORADO
County of DENVER } ss.

On this 13th day of December, A. D. 1982, before me personally appeared M.E. Timmins, Trust Officer, United Bank of Denver, N.A. 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. on behalf of United Bank of Denver, N.A., Co-Personal Representative of the Estate of E. Warren Willard, Deceased.

Witness my hand and seal this 13TH day of DECEMBER, A. D. 1982

NOTARY PUBLIC (SEAL)

Notary Public 1740 BROADWAY DENVER, CO 80217

My Commission expires: OCT 12, 1986

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 16th day of December, A. D. 1982, before me personally appeared Harry T. Lewis, 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. as Co-Personal Representative of the Estate of E. Warren Willard, Deceased.

Witness my hand and seal this 16th day of December, A. D. 1982

NOTARY PUBLIC STATE OF (SEAL)

Notary Public 950 17th ST. # 2600 DENVER, CO 80202

My Commission expires: July 7, 1986

After recordi
Marcia Chadwi
DAVIS, GRAHAM
P. O. Box 185 8
Denver, CO

(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.

LEASE SERIAL NUMBER W-57819

ATTACHMENT

TO

ASSIGNMENT AFFECTING RECORD TITLE

TO OIL AND GAS LEASE

FROM CO-PERSONAL REPRESENTATIVES OF THE

ESTATE OF E. WARREN WILLARD, DECEASED TO

CO-TRUSTEES OF THE E. WARREN WILLARD REVOCABLE TRUST

Part II

5. Robert W. Willard
2706 North College Drive
Durango, Colorado 81301

Ann W. Oppenhaver
710 South Green Bay Road
Lake Forest, Illinois 60045

Jean W. Barbel
2659 Fifth Xanadu Way
Aurora, Colorado 80014

Beneficiaries of Lease Serial Number W-57819 pursuant to the E. Warren Willard Revocable Trust.

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

Lease Serial No.
W-57819

Lease effective date
3/1/1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Robert W. Willard Ann W. Copenhaver Jean W. Tarbell

Address (*include zip code*)

2706 W. College Drive
Durango, CO 81301

710 S. Green Bay Road
Lake Forest, IL 60045

2659 P So. Xanadu Way
Aurora, CO 80014

The undersigned, as owner of 15.6613 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

T30N, R114W, 6th P.M.
Sublette County, Wyoming

Section 30: Lots 1, 2, E/2 NW/4
Section 31: E/2 W/2

This assignment is subject to the reassignment provisions in assignment executed 11/11/77 by Jean Oakason, Assignor, to Robert L. Haynie, Assignee, of this lease.

Assignment approved as to lands described below

194612

RECORDED February 2 1983 8:20 A M
BOOK 67 Oil PAGE 200
FEE $6.75 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thomas

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% (1/3 to each assignee)
4. Specify interest or percent of record title interest being retained by assignor, if any	0%
5. Specify overriding royalty being reserved by assignor	0%
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 lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 13th day of December, 1982

United Bank of Denver, N.A.
by: M.E. Thomas, ~~xxxxxxxxxx~~ Trust Officer*
(Assignor's Signature)

*1700 Broadway
(Assignor's Address)

Harry T. Lewis, Jr.*, Co-Trustees of the
E. Warren Willard Revocable Trust

Denver, CO 80290
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

77207

(Title) (Date)

200

FILE COPY

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 [XX] 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 [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 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 22 day of October, 1982.

*2706 Mo[illegible] College Drive
Durango, 81301

(Assignee's Signature)

**710 South [illegible]een Bay Road
Lake For[illegible], IL 60[illegible]45
(Assignee's Address)

***2659 F[illegible] Xanadu Way
Aurora, [illegible]0014

(Assignee's Signature)

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

ACKNOWLEDGEMENT (For use by corporation)

State of COLORADO
County of DENVER } ss.

On this 13th day of December, A. D. 1982, before me personally appeared M.E. Timmins, Trust Officer, United Bank of Denver, N.A. 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 on behalf of United Bank of Denver, N.A., Co-Trustee.

Witness my hand and seal this 13th day of DECEMBER, A. D. 1982

Notary Public

My Commission expires: [illegible]2, 1986

[illegible]e K[illegible]
B[illegible]ADWAY
[illegible]R, CO 80217

ACKNOWLEDGEMENT (For use by individual)

State of COLORADO
County of DENVER } ss.

On this 16th day of December, A. D. 1982, before me personally appeared Harry T. Lewis, 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 as Co-Trustee.

Witness my hand and seal this 16th day of December, A. D. 1982.

(SEAL)

Notary Public

[illegible]th St [illegible]2600
[illegible]R, CO [illegible]0202

My Commission expires: July 7, 1986

After recording
Mail to: Marcia Chadwick
DAVIS, GRAHAM
P. O. Box 185
Denver, CO 80

Disposition of these records, public name and resources
Transfer [illegible] appropriate Federal agencies wh[illegible] [illegible]r-
nce [illegible] [illegible]ned prior to granting a righ[illegible] [illegible]lic
nds [illegible]rces.
[illegible]on from the record and/or the [illegible] be
[illegible]red to appropriate Federal, State, [illegible] or
[illegible] agencies, when relevant to civil, [illegible] or
[illegible]ory investigations or prosecutions.

NOT PROVIDING INFORMATION - If [illegible] information is not provided, the assignment may be rejected.

Bureau of Land Management [illegible] this information pursuant to the law (See 43 CFR 3106-3(c)).

Bureau of Land Management [illegible] the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee [illegible] to report this information under provisions of 43 CFR 3106.

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

Lease Serial No.
W-51672-A

Lease effective date
9/1/1975

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Robert W. Willard,	Ann W. Oppenhaver,	Jean W. Terbal,
a 5.208% interest	a 5.208% interest	a 5.208% interest

Address (include zip code)

2706 No. College Drive	710 So. Green Bay Road	2659 F South Xanadu Way
Durango, CO 81301	Lake Forest, IL 60045	Aurora, CO 80014

The undersigned, as owner of 46.875 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T 30N, R114W, 6th P.M.
Sublette County, Wyoming

Section 17: SW/4
Section 40: N/2 SE/4

containing 240 acres, more or less.

Subject to reassignment clause contained in assignment to Area Exploration, Inc.

Assignment approved as to lands described below

194613

RECORDED February 2 1983 8:00 AM
IN BOOK 67 Oil PAGE 202
FEES $6.50 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevie

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	15.625%
4. Specify interest or percent of record title interest being retained by assignor, if any	31.250%
5. Specify overriding royalty being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5.500%

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 day of December, 1982.

The Brinkerhoff Company

R. H. Brinkerhoff, Vice President
ATTEST:

R. D. Hampridge, Asst. Secretary

555 Seventeenth Street, Suite 341
Denver, Colorado 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)

77219

(Title) (Date)

202

FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 3rd day of January, 1983.

*2700 College Drive
Denver, Colorado 81301

**710 Sheridan Bay Road
Lake Forest, IL 60045

(Assignee's Signature)

***2659 F Street
Aurora, Kanabu Bay
Colorado 80014

(Assignee's Address)

After recording, please return
Marcia Chadwick Holt
DAVIS, GRAHAM & STUBBS
P. O. Box 185
Denver, CO 80201-0185

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1982, by M. Brinkerhoff, as Vice President of THE BRINKERHOFF COMPANY, the assignor in the above instrument, who duly acknowledged to me that he executed the same as his own free act and deed and as the free act and deed of said corporation for the purposes therein set forth.

My Commission Expires:
October 6, 1985

Pamela A. Moore
Notary Public
3410 Anaconda Street, Denver, CO., 80202

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. 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 [illegible] resources.

(2) Documentation [illegible] public information in support [illegible] ions made [illegible] status records for the management, disposal, and [illegible] public lands and resources [illegible] transfer [illegible] Federal agencies when [illegible] ance is [illegible] prior to granting a right [illegible] ds or [illegible] s.

(3) [illegible] from the record and/or the record [illegible] to appropriate Federal, State, [illegible] or [illegible] ncies, when relevant to civil, criminal or [illegible] 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 information pursuant to the law (See 43 CFR 3106.3-3(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 3100

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, The Brinkerhoff Company, 555 Seventeenth Street, Suite 3410, Denver, Colorado 80202, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0818, and covering land situate in Sublette County, Counties, described as follows:

T30N, R114W, 6th P.M.

Section 16: NW/4 NW/4, S/2 NW/4, SW/4 NE/4

and containing 160 acres more or less, for and in consideration of the sum of One Dollars ($ 1.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Robert W. Willard, a 5.208% interest*, Ann W. Copenhaver, a 5.208% interest**, and Jean W. Tarbel, a 5.209% interest***, assignees all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T30N, R114W, 6th P.M.

Section 16: NW/4 NW/4, S/2 NW/4, SW/4 NE/4

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

TO HAVE AND TO HOLD unto the said Robert W. Willard, Ann W. Copenhaver, Jean W. Tarbel, their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this day of ,

~~WITNESS~~ ATTEST:

R. D. Mansbridge, Assistant Secretary

The Brinkerhoff Company
Assignor-Lessee

By M. H. Brinkerhoff Vice President

~~Attest~~

(SEAL)

~~Secretary~~

194614

* 2706 North College Drive
Durango, Colorado 81301

** 710 South Green Bay Road
Lake Forest, Illinois 60045

*** 2659 F South Xanadu Way
Aurora, Colorado 80014

RECORDED February 2 1983 8:00 A M
IN BOOK 67 Deed PAGE 204
FEES $ 10.00 Paid Yes COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thure

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado
County of Denver } ss.

On this day of December, A. D. 1982, before me personally appeared M. H. Brinkerhoff, to me personally known, who, being by me duly sworn, did say that he is the V. President of THE BRINKERHOFF 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 M. H. Brinkerhoff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of December, A. D. 1982.

(SEAL)

Pamela A. Moore
Notary Public
3410 Anaconda Tower, Denver, CO., 80202

My Commission expires Octol 6, 1985

Assignment approved by Board of Land Commissioners:

Assignment recorded in the Office of the Commissioner of Public Lands:

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies provided to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

205

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 30 PM 7 45
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No. W 60621

Lease effective date April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

SEE ATTACHED RIDER

Address (*include zip code*)

SEE ATTACHED RIDER

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 said lease as specified below, in the proportions as specified on the Rider attached hereto.

2. Describe the lands affected by this assignment

Township 29 North, Range 114 West, 6th P.M.
Section 21: All
Section 28: All
Containing 1,280.00 acres, more or less
Sublette County, Wyoming
This Assignment is subject to that Farmout Agreement dated April 3, 1979 as amended between Terra Resources, Inc., Rainbow Resources, Inc., Barber Oil Exploration Inc., and John J. Christman.

Assignment approved to lands described below

194624

SAME LAND DESCRIPTION AS ITEM 2

RECORDED February 3 1983 8:00 AM
IN BOOK 67 Deed PAGE 205
FEES $23.50 Lucy Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee — 70.00%

4. Specify interest or percent of record title interest being retained by assignor, if any — 30.00%

5. Specify overriding royalty being reserved by assignor — None

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 lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 13th day of October, 1981.

SEE ATTACHED RIDER

(Assignor's Signature) (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 JAN 1 1982 By Alonza M. Jones
(Authorized Officer)

33720

Chief, Oil & Gas Section
(Title)

APR 19 1982

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-20899.
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 30th day of November, 1981.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

(Assignee's Signature)

James H. Dickson, Vice President

1700 Broadway, Suite 707
(Assignee's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

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

RIDER ATTACHED TO ASSIGNMENT DATED OCTOBER 13, 1981 of LEASE NO. W-60621.

American Quasar Petroleum Co. of New Mexico 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	15.83333%
Mesa Petroleum Co. P.O. Box 2009 Amarillo, Texas 79189	12.66667%
John J. Christmann 1500 Broadway, Suite 800 Lubbock, Texas 79401	1.95000%
Flag-Redfern Oil Co. P.O. Drawer 2280 Lubbock, Texas 79701	1.95000%
Vernon Delgado P.O. Box 66 Pinedale, Wyoming 89241	1.95000%
Sherman H. Norton and Ronda L. Norton, as Joint Tenants and not as Tenants by the Entirety, 6C Lubbock National Bank Bldg. Lubbock, Texas 79401	.65000%

RIDER

WILLIAMS EXPLORATION COMPANY
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

RAINBOW RESOURCES, INC.
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

SEPARATE STATEMENT UNDER
43 CFR 3106.1-4

The undersigned state:

1. CAN-AM DRILLING PROGRAMS 1979-2 Limited Partnership 79-2 (herein CADP 79-2) is the owner of an undivided 50.00 % interest in the interest acquired by American Quasar Petroleum Co. of New Mexico (herein AQPNM) in United States Oil and Gas Lease W-60621.

2. AQPNM holds the record title to such interest as nominee for and subject to the rights of CADP 79-2.

3. The agreement between AQPNM and CADP 79-2 relating to the interests in the United States oil and gas leases held as nominee for CADP 79-2 is written. A true copy of such agreement has been filed in File No. C-20899 in the Colorado State Office of the Bureau of Land Management.

4. The several interests of AQPNM and CADP 79-2 in oil and gas leases, applications and offers therefor and options do not exceed the limitations of 43 CFR 3102.1.

5. Each of the parties to this statement are qualified to hold oil and gas leases from the United States and interests therein. Evidence of such qualification for AQPNM appears in File No. C-208 of the Colorado State Office and for CADP 79-2 in File No. C-208 in the Colorado State Office.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:

Assistant Secretary

By: James T. Dickson, Vice President

CAN-AM DRILLING PROGRAMS
LIMITED PARTNERSHIP

By CAN-AM DRILLING PROGRAMS, INC.
Managing General Partner

ATTEST:

By
Al C[illegible]n, Executive Vice President

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 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 [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 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 11th day of November, 1981.

MESA PETROLEUM CO.

BY: [signature] (Assignee's Signature)

Robert W. King, Vice President

P. O. Box 2009 (Assignee's Address)

Amarillo (City) Texas (State) 79189 (Zip Code)

ATTEST: [signature]

Assistant 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.

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 nota-

208

240

REQUEST FOR APPROVAL OF ASSIGNMENT

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

Assignee is 21 years of age or over, and is a citizen of the United States: [✓] Native Born [ ] Naturalized

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

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

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

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

Amount remitted: Filing fee, $10

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

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

This form is submitted in lieu of official Form 3-175, and contains all of the provisions thereof as of the date of filing of this assignment.

xecuted this 23 day of November, 1981.

(Assignee's signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY (Address)
LUBBOCK, TEXAS 79401

INSTRUCTIONS

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

Qualifications of Assignee. Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: the assignee, the [illegible] must be full compliance with the regulations 43 CFR [illegible] (e) and (f).

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

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

HDH 1-162

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office_____

Serial No._____

Date of Lease_____

REQUEST FOR APPROVAL

The undersigned hereby requests approval of the attached instrument and certifies as follows:

1. The undersigned is 21 years of age or over, and is a citizen of the United States:

   ☐ Native Born ☐ Naturalized

2. The undersigned is a corporation or other legal entity (specify kind) and is qualified to take the interest conveyed by the instrument as shown by statements attached hereto or as shown herein.

   Corporation - see statement of
   Qualifications filed with W-56800

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

4. The undersigned ☐ is ☐ is not the sole party in interest in the instrument. (If the undersigned is not the sole party in interest, see Statement of Interests below.)

5. Amount remitted: Filing fee, $25.

The undersigned agrees to be bound by the terms and provision of said lease, provided the instrument is approved by the signing officer of the Bureau of Land Management. (See Bonds below.)

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 22 day of December, 1981

ATTEST:

Dale Stice

Dale Stice, Assistant Secretary

FLAG-REDFERN OIL COMPANY

Glenn S. Brant

Glenn S. Brant, Executive Vice President

(Address)

(STATEMENT OF INTERESTS. Assignee must indicate whether or not he is the sole party in interest in the instrument. If Assignee is not the sole party in interest to the instrument, the following information must be furnished: (a) the names, nature and extent of the interest therein of all other interested parties; (b) the nature of the agreement between them, if oral, and a copy of such agreement, if written. Any such statement must be signed by all interested parties, including the "undersigned," and such statement must include information as to citizenship and acreage holdings of each interested party.)

(BONDS. Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignor as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title to all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4-1167 or 4-1168 applicable to the State and the Act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.)

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [✓] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(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 22 day of December, 1981

[signature]
(Assignee's Signature)

P.O. Box 66

Pinedale, Wyoming 82941
(Address including zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate BLM office. A $25 nonrefundable filing fee *must* accompany any assignment. File assignment within ninety (90) days *after* date of final execution.

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

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

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. A assignee, upon approval of assignment, becomes lessee of Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

. Amount remitted: Filing fee, $10

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

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's nowledge and belief.

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

Executed this 22 day of December, 1981.

Sherman H. Norton
(Assignee's signature)

Lubbock National Bldg.
(Address)

Lubbock, Texas 79401

INSTRUCTIONS

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

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information as to the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

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

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

2/4

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

. Amount remitted: Filing fee, $10

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

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

This form is submitted in lieu of Official Form 1-1175, and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 27 day of December, 19 71.

Gordon Motter
(Assignee's signature)

Lubbock National Bldg
(Address)

Lubbock, Texas 79401

INSTRUCTIONS

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

. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and qualifications of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information:

the assignee, and must be in full compliance with the regulations 43 CFR [illegible](e) and (f).

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

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

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY and RAINBOW RESOURCES, INC., this 13th day of October, 1981.

WITNESS my hand and official seal.

Mary E. Walther

Mary E. Walther, Notary Public
State of Colorado
3025 S. Parker Road
Aurora, Colorado 80014

My commission expires 7/21/84.

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 30 PM 7:45
CHEYENNE, WYOMING

FORM APPROVED
OMB NO 1004-0034

Lease Serial No. W 59398

Lease effective date August 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
SEE ATTACHED RIDER

Address (*include zip code*)
SEE ATTACHED RIDER

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. in the proportions as specified on the Rider attached hereto.

2. Describe the lands affected by this assignment

Township 29 North, Range 114 West, 6th P.M.
Section 18: NE¼
Section 20: All
Containing 800.00 acres, more or less
Sublette County, Wyoming

This Assignment is subject to that Farmout Agreement dated April 3, 1979 as amended between Terra Resources, Inc., Rainbow Resources, Inc., Barber Oil Exploration Inc., and John J. Christmann

Assignment approved as to lands described below

194625

SAME LAND DESCRIPTION AS ITEM 2

RECORDED February 3 1983 8:00 AM
IN BOOK 67 Oil PAGE 215
FEES $23.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McStay

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	70.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	30.00%
5. Specify overriding royalty 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 lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 13th day of October, 19 81.

SEE ATTACHED RIDER

(Assignor's Signature) (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 JAN 1 1982

By Lenna W. Lane
(Authorized Officer)

22803

Chief, Oil & Gas Section
(Title)

APR 19 1982
(Date)

WY-2884 Greater LaBarge Prospect 215 WY017-10 FOR ASSIGNEE

2/6 & 4

PART II

ASSIGNEE'S REQUEST FOR APPROVAL [illegible]NMENT

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-20899 .
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 30th day of November , 1981 .

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

(Assignee's Signature)

James H. Dickson, Vice President

1700 Broadway, Suite 707
(Assignee's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

RIDER ATTACHED TO ASSIGNMENT DATED OCTOBER 13, 1981 of LEASE NO. NM 39398 .

American Quasar Petroleum Co. of New Mexico 707 United Bank Tower 1700 Broadway Denver, Colorado 8029[illegible]	15.[illegible]333%
Mesa Petroleum Co. P.O. Box 2009 Amarillo, Texas 79189	12.[illegible]7%
John J. Christmann 1500 Broadway, Suite 80[illegible] Lubbock, Texas 79401	1.[illegible]00%
Flag-Redfern Oil Co. P.O. Drawer 2[illegible]30 Lubbock, Texas 79701	1.[illegible]0%
Vernon Delgad P.O. Box 66 Pinedale, Wyoming 8[illegible]	1.[illegible]000%
Sherman H. Norton and Ro[illegible] L. No[illegible]on, as Joint Tenants and not as Tenants by the Entirety 6C Lubbock National Bank Bld[illegible] Lubbock, Texas 794[illegible]	[illegible]00%

RIDER

WILLIAMS EXPLORATION COMPANY
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

RAINBOW RESOURCES, INC.
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY and RAINBOW RESOURCES, INC., this 13th day of October, 1981.

WITNESS my hand and official seal.

Mary E. Walther

Mary E. Walther, Notary Public
State of Colorado
3025 S. Parker Road
Aurora, Colorado 80014

My commission expires 7/21/84.

SEPARATE STATEMENT UNDER
43 CFR 3106.1-4

The undersigned state:

1. CAN-AM DRILLING PROGRAMS 1979-2 Limited Partnership 79-2 (herein CADP 79-2) is the owner of an undivided 50.00 % interest in the interest acquired by American Quasar Petroleum Co. of New Mexico (herein AQPNM) in United States Oil and Gas Lease W-59398.

2. AQPNM holds the record title to such interest as nominee for and subject to the rights of CADP 79-2.

3. The agreement between AQPNM and CADP 79-2 relating to the interests in the United States oil and gas leases held as nominee for CADP - 79-2 is written. A true copy of such agreement has been filed in File No. C-20899 in the Colorado State Office of the Bureau of Land Management.

4. The several interests of AQPNM and CADP 79-2 in oil and gas leases, applications and offers therefor and options do not exceed the limitations of 43 CFR 3102.1.

5. Each of the parties to this statement are qualified to hold oil and gas leases from the United States and interests therein. Evidence of such qualification for AQPNM appears in File No. C-20899 of the Colorado State Office and for CADP 79-2 in File No. C-20899 in the Colorado State Office.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:

Assistant Secretary

By: James H. Dickson, Vice President

CAN-AM DRILLING PROGRAMS
LIMITED PARTNERSHIP

By CAN-AM DRILLING PROGRAMS, INC.
Managing General Partner

ATTEST:

By Al Cohen, Executive Vice President

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 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 [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 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 11th day of November , 1981 .

MESA PETROLEUM CO.

BY: (Assignee's Signature)

Robert W. King, Vice President

ATTEST:

Assistant Secretary

P. O. Box 20[illegible] (Assignee's Address)

Amarillo (City) Texas (State) 79189 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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* — 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 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 of the assignment, 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 for 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 instrument 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) Disclosure of information from the information in support of a data-

REQUEST FOR APPROVAL OF ASSIGNMENT

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

Assignee is 21 years of age or over, and is a citizen of the United States: [✓] Native Born [ ] Naturalized

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

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

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

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

Amount remitted: Filing fee, $10

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

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's
nowledge and belief.

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

xecuted this 23 day of December, 19 81.

John J. Christmann
(Assignee's signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(Address)

INSTRUCTIONS

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

Qualifications of Assignee. Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

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

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

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Form 1-162

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office _____

Serial No. _____

Date of Lease _____

REQUEST FOR APPROVAL

The undersigned hereby requests approval of the attached instrument and certifies as follows:

1. The undersigned is 21 years of age or over, and is a citizen of the United States:

   ☑ Native Born ☐ Naturalized

2. The undersigned is a corporation or other legal entity (specify kind) is qualified to take the interest conveyed by the instrument as shown by statements attached hereto or as shown herein.

   Corporation - see statement
   Qualifications filed with W-

3. The undersigned's interest, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska.

4. The undersigned ☑ is not the sole party in interest in the instrument. (If the undersigned is not the sole party in interest, see Statement of Interests below.)

5. Amount remitted: Filing fee, $25.

The undersigned agrees to be bound by the terms and provision of said lease, if issued the instrument is approved by the signing officer of the Bureau of Land Management. (See Bonds below.)

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 22 of December 1981

ATTEST: REDFERN OIL CORPORATION

Dale Stish, Assistant Secretary

FLAG-REDFERN OIL COMPANY

Glenn S. Brant Executive Vice President

(Address)

(STATEMENT OF INTERESTS. Assignee must indicate whether or not the sole party in interest to the instrument. If Assignee is not the sole party in interest to the instrument; (b) the extent of the interest therein of all other interested parties; (b) the following information: (a) the names, addresses, citizenship and acreage holdings of each interested party by all interested parties, in the agreement between the "unknown" and a copy of such agreement, if written. A separate statement must be signed by each interested party.)

(BONDS. Where an assignee is of an outstanding lease bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned in lieu thereof the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interests retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nationwide bond on either for 4-1167 or 4-1168 applicable to the State and the Act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 22 day of December, 19 81

(Assignee's Signature)

P.O. Box 66

Pinedale, Wyoming 82941

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate BLM office. A $25 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

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

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

. Amount remitted: Filing fee, $10

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

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

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

Executed this 22 day of December, 19 81.

Thurman H. [illegible]
(Assignee's signature)

Lubbock National Bldg.
(Address)

Lubbock, Texas 79401

INSTRUCTIONS

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

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information the assignee, and must be in compliance with the regulations 43 CFR [illegible] (e) and (f).

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

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

. Amount remitted: Filing fee, $10

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

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's nowledge and belief.

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

Executed this 23 day of December, 19 81.

Gordon L. Norton
(Assignee's signature)

Lubbock National Bldg.
(Address)

Lubbock, Texas 79401

INSTRUCTIONS

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

. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information as to its organization, capital stock, and the qualifications of the officers, directors, and stockholders owning 10% or more of the stock. If the assignee is a trust, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

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

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

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3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 30 PM 7:45
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No. W 54162

Lease effective date April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

SEE ATTACHED RIDER

Address (*include zip code*)

SEE ATTACHED RIDER

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., in the proportions as specified on the Rider attached hereto.

2. Describe the lands affected by this assignment | Assignment approved to lands described below

Township 29 North, Range 114 West, 6th P.M.
Section 29: NE¼
Containing 160.00 acres more or less
Sublette County, Wyoming

This Assignment is subject to that Farmout Agreement dated April 3, 1979 as amended between Terra Resources, Inc., Rainbow Resources, Inc., Barber Exploration, Inc., and John J. Christ...

194626

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Feb 1983 8:00 AM
IN BOOK 67 PAGE 225
FEES $23.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee		70.00%
4. Specify interest or percent of record title interest being retained by assignor		30.00%
5. Specify overriding royalty being reserved by assignor		None
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 lease or if any such payments are being reserved under this assignment, attach statement giving full details as to rate, method of payment, and other pertinent terms as provided in 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 herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of October, 1981

SEE ATTACHED RIDER

(Assignor's Signature) (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 JAN 1 1982

By [signature] (Authorized Officer)

Chief, Oil & Gas Section

ADD ...

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STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY and RAINBOW RESOURCES, INC., this 13th day of October, 1981.

WITNESS my hand and official seal.

Mary E. Walther

Mary E. Walther, Notary Public
State of Colorado
3025 S. Parker Road
Aurora, Colorado 80014

My commission expires 7/21/84.

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-20899 .
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 30th day of November , 1981 .

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

(Assignee's Signature)

James H. Dickson, Vice President

1700 Broadway, Suite 707
(Assignee's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

RIDER ATTACHED TO ASSIGNMENT DATED OCTOBER 13, 1981 of LEASE NO. W-54162 .

American Quasar Petroleum Co. of New Mexico
707 United Bank Tower
1700 Broadway
Denver, Colorado 80290 — 15.83333%

Mesa Petroleum Co.
P.O. Box 2009
Amarillo, Texas 79189 — 12.66667%

John J. Christmann
1500 Broadway, Suite 800
Lubbock, Texas 79401 — 1.95000%

Flag-Redfern Oil Co.
P.O. Drawer 2280
Lubbock, Texas 79701 — 1.95000%

Vernon Delgado
P.O. Box 66
Pinedale, Wyoming 89241 — 1.95000%

Sherman H. Norton and Ronda L. Norton,
as Joint Tenants and not as
Tenants by the Entirety.
6C Lubbock National Bank Bldg.
Lubbock, Texas 79401 — .65000%

SEE ATTACHED RIDER

NOV 1982 AMERICAN QUASAR PETROLEUM CO. FT. WORTH, TEX.

RIDER

WILLIAMS EXPLORATION COMPANY
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

RAINBOW RESOURCES, INC.
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

SEPARATE STATEMENT UNDER
43 CFR 3106.1-4

The undersigned state:

1. CAN-AM DRILLING PROGRAMS 1979-2 Limited Partnership 79-2 (herein CADP -79-2) is the owner of an undivided 50.00 % interest in the interest acquired by American Quasar Petroleum Co. of New Mexico (herein AQPNM) in United States Oil and Gas Lease W-54162.

2. AQPNM holds the record title to such interest as nominee for and subject to the rights of CADP -79-2.

3. The agreement between AQPNM and CADP -79-2 relating to the interests in the United States oil and gas leases held as nominee for CADP -79-2 is written. A true copy of such agreement has been filed in File No. C-20899 in the Colorado State Office of the Bureau of Land Management.

4. The [illegible]eral interests of AQPNM and CA[illegible] -79-2 in oil and gas leases, applica[illegible]s and offers therefor and opt[illegible] do not exceed the limitations of 43 CF[illegible] 3102.1.

5. Each [illegible] the parties to this statement [illegible] qualified to hold oil and gas lea[illegible]s from [illegible] United States and interests [illegible]in. Evidence of such qualificati[illegible] for A[illegible] appears in File No. C-2[illegible] of th[illegible] Colorado State Offic[illegible] and fo[illegible]P -79-2 in File No. C-20[illegible] the Colorado State Office.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:

Assistant Secretary

By: [illegible]
James H. Dickson, Vice President

CAN-AM DRILLING PROGRAMS
LIMITED PARTNERSHIP

By CAN-AM DRILLING PROGRAMS, INC.
Managing General Partner

ATTEST:

By [illegible]
Al Co[illegible], Executive Vice President

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 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 [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 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 11th day of November, 1981.

MESA PETROLEUM CO.

BY: [signature] (Assignee's Signature)

Robert W. King, Vice President

ATTEST: [signature]

Assistant Secretary

P. O. Box 2009 (Assignee's Address)

Amarillo (City) Texas (State) 79189 (Zip Code)

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

329

230

REQUEST FOR APPROVAL OF ASSIGNMENT

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

Assignee is 21 years of age or over, and is a citizen of the United States: [✓] Native Born [ ] Naturalized

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

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

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

Assignee [✓] is [ ] is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as described in Item 3 of the Instructions.)*

Amount remitted: Filing fee, $10

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

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

This form is submitted in lieu of Official Form 1-1123, and contains all of the provisions thereof as of the date of filing this assignment.

Executed this 23 day of December, 1971.

(Assignee signature)

JOHN J. CHRISTIAN III
SUITE 600 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(Address)

INSTRUCTIONS

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

Qualifications of Assignee. Assignees must indicate whether a citizen by birth or naturalization. If the assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information as to the assignee, that there be full compliance with the regulations 43 CFR 1[illegible] and (f).

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

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

HDH 1-162

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office _____

Serial No. _____

Date of Lease _____

REQUEST FOR APPROVAL

The undersigned hereby requests approval of the attached instrument and certifies as follows:

1. The undersigned is 21 years of age or over, and is a citizen of the United States:

   ☑ Native Born ☐ Naturalized

2. The undersigned is a corporation or other legal entity (specify kind) and is qualified to take the interest conveyed by the instrument as shown by statements attached hereto or as shown herein.

   Corporation - see statement of
   Qualifications filed with W-56800

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

4. The undersigned ☑ is ☐ is not the sole party in interest in the instrument. (If the undersigned is not the sole party in interest, see Statement of Interests below.)

5. Amount remitted: Filing fee, $25.

The undersigned agrees to be bound by the terms and provision of said lease, provided the instrument is approved by the signing officer of the Bureau of Land Management. (See Bonds below.)

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 22 day of December, 1981

ATTEST: FLAG-REDFERN OIL COMPANY

Dale Stice, Assistant Secretary

Glenn S. Brant, Executive Vice President

(Address)

(STATEMENT OF INTERESTS. Assignee must indicate whether or not he is the sole party in interest in the instrument. If Assignee is not the sole party in interest to the instrument, the following information must be furnished: (a) the names, nature and extent of the interest therein of all other interested parties; (b) the nature of the agreement between them, if oral, and a copy of such agreement, if written. Any such statement must be signed by all interested parties, including the "undersigned," and such statement must include information as to citizenship and acreage holdings of each interested party.)

(BONDS. Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either for 4-1167 or 4-1168 applicable to the State and the Act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.)

232

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

. Assignee's interest, 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; 300,000 chargeable acres in leases and options in each leasing district in Alaska.

. Assignee [✓] is [ ] is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as described in Item 3 of the Instructions.)*

. Amount remitted: Filing fee, $10

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

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

This form is submitted in lieu of Official Form 3375, and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 22 day of December, 1981.

Sherman H. Ford
(Assignee's signature)

Lubbock Nat'l Bldg
(Address)

Lubbock, Tx 79401

INSTRUCTIONS

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

. *Qualifications of Assignee.* Assignees must be a citizen by birth or naturalization, an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and qualifications of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information:

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

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

the assignee, there must be full compliance with the regulations 43 CFR 1[illegible] (e) and (f).

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 22 day of December, 1981

[illegible]
(Assignee's Signature)

P.O. Box 66
Pinedale, Wyoming 82941
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate BLM office. A $25 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

4. *Overriding royalties or payments out of production* — Describe [illegible] royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

. **Assignee is 21 years of age or over, and is a citizen of the United States:** [✓] Native Born [ ] Naturalized

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

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

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

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

. Amount remitted: Filing fee, $10

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

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

This form is submitted in lieu of official Form 3100-3175, and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 23 day of December, 19 81.

Gordon Norton
(Assignee's signature)

Lubbock National Bldg.
(Address)

Lubbock, Texas 79401

INSTRUCTIONS

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

. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalized. If assignee is an unincorporated association (including partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship as the names of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information:

the assignee, must be in compliance with the regulations 43 CFR [illegible] (a) and (f).

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

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

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 54161

Lease effective date April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

SEE ATTACHED RIDER

Address (*include zip code*)

SEE ATTACHED RIDER

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, in the proportions as specified on the Rider attached hereto.

2. Describe the lands affected by this assignment

Township 29 North, Range 114 West, 6th P.M.
Section 19: E½
Containing 320.00 acres, more or less
Sublette County, Wyoming
This Assignment is made subject to that Farmout Agreement dated April 3, 1979 as amended between Terra Resources, Inc., Rainbow Resources, Inc., Barber Oil Exploration, Inc., and John J. Christmann

Assignment approved as to lands described below

194627

SAME LAND DESCRIPTION AS ITEM 2

RECORDED February 3 1983 8:00 AM
IN BOOK 67 Deeds PAGE 235
FEES $23.50 Paul J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	70.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	30.00%
5. Specify overriding royalty being reserved by assignor	None
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 lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 13th day of October, 19 81.

SEE ATTACHED RIDER

(Assignor's Signature) (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 JAN 1 1982 By Alonza W. Jones
(Authorized Officer)

22801

Chief, Oil & Gas Section
(Title)

APR 19 1982
(Date)

WY-2737 Greater LaBarge Project WYNT-8 FOR ASSIGNEE

230.

SEPARATE STATEMENT UNDER
43 CFR 3106.1-4

The undersigned state:

1. CAN-AM DRILLING PROGRAMS 1979-2 Limited Partnership 79-2 (herein CADP -79-2) is the owner of an undivided 50.00 % interest in the interest acquired by American Quasar Petroleum Co. of New Mexico (herein AQPNM) in United States Oil and Gas Lease W-54161.

2. AQPNM holds the record title to such interest as nominee for and subject to the rights of CADP -79-2.

3. The agreement between AQPNM and CADP 79-2 relating to the interests in the United States oil and gas leases held as nominee for CADP -79-2 is written. A true copy of such agreement has been filed in File No. C-20899 in the Colorado State Office of the Bureau of Land Management.

4. The [illegible]eral interests of AQPNM and CA[illegible] -79-2 in oil and gas leases, applications and offers therefor and options do not exceed the limitations of 43 CFR 3102.1.

5. Each of the parties to this statement is qualified to hold oil and gas leases from the United States and interests therein. Evidence of such qualification for AQPNM appears in File No. C-2089[illegible] of the Colorado State Office and for CADP -79-2 in File No. C-20[illegible] in the Colorado State Office.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:

Assistant Secretary

By: [illegible]
James [illegible] Dickson, Vice President

CAN-AM DRILLING PROGRAMS
LIMITED PARTNERSHIP

By CAN-AM DRILLING PROGRAMS, INC.
Managing General Partner

ATTEST:

By [illegible]
Al Cohen, Executive Vice President

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

NOV 1982
AMERICAN QUASAR PETROLEUM CO.
FT. WORTH, TEX.

1981 DEC 30
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 [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-20899 .
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 30th day of November , 1981 .
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

(Assignee's Signature)

James H. Dickson, Vice President

1700 Broadway, Suite 707
(Assignee's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

AMERICAN QUASAR PETROLEUM CO. FT. WORTH, TEX.

RIDER ATTACHED TO ASSIGNMENT DATED OCTOBER 13, 1981 of LEASE NO. W-54161 .

American Quasar Petroleum Co. of New Mexico 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	15.83333%
Mesa Petroleum Co. P.O. Box 2009 Amarillo, Texas 79189	12.66667%
John J. Christmann 1500 Broadway, Suite 800 Lubbock, Texas 79401	1.95000%
Flag-Redfern Oil Co. P.O. Drawer 2280 Lubbock, Texas 79701	1.95000%
Vernon Delgado P.O. Box 66 Pinedale, Wyoming 89241	1.95000%
Sherman H. Norton and Ronda L. Norton, as Joint Tenants and not as Tenants by the Entirety. 6C Lubbock National Bank Bldg. Lubbock, Texas 79401	.65000%

RIDER

WILLIAMS EXPLORATION COMPANY
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

RAINBOW RESOURCES, INC.
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 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 [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 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 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 the undersigned's knowledge and belief and are made in good faith.

Executed this 11th day of November, 1981.

MESA PETROLEUM CO.

BY: (Assignee's Signature)

Robert W. King, Vice President

ATTEST:

Assistant Secretary

P. O. Box 200 (Assignee's Address)

Amarillo (City) Texas (State) 79189 (Zip Code)

NOV 1982 RECEIVED AMERICAN QUASAR PETROLEUM CO. FT. WORTH, TEX.

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

SEAL

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* — 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 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 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 for 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 instrument 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 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) Transmitation for public inspection in connection with

REQUEST FOR APPROVAL OF ASSIGNMENT

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

Assignee is 21 years of age or over, and is a citizen of the United States: [✓] Native Born [ ] Natural

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

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

NOV 1982 AMERICAN QUASAR PETROLEUM CO. FT. WORTH, TEX.

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

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

Amount remitted: Filing fee, $10

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

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's nowledge and belief.

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

xecuted this 23 day of November, 19 81.

RECEIVED BUREAU OF LAND MANAGEMENT 1982 DEC 30 PM 7:45

(Assignee's signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY (Address)
LUBBOCK, TEXAS 79401

INSTRUCTIONS

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

Qualifications of Assignee. Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following infor-

the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

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

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

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Form 1-162

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 30 PM 7:45

Office CHEYENNE, WYOMING

Serial No

Date of Lease

NOV 1982 RECEIVED AMERICAN QUASAR PETROLEUM CO. FT. WORTH, TEX.

REQUES OR APPROVAL

The undersigned he requests approval of the attached instrument and as follows:

1. The undersi d is 21 years of age or over, and is a citizen of the Uni tes:

   ☑ Native B n ☐ Naturalized

2. The undersigned is a ation or other legal entity (specify kind) is qualified to take the interest conveyed by the instrument shown by statements attached hereto or as n herein.

   Corporation - see statement of Qualifications filed with W-5 0

3. The undersigned's inter direct and indirect, do not exceed 200,0 res in oil and gas options or 246,080 chargeable acres in opti ffers to lease and leases in the same S or 300,000 chargeable acres in leases, offers to lease and opti each leasing district in Alaska.

4. The undersigned ☑ is not the sole party in interest in the ent. (If the undersigned is not the sole party in interest, se ement of Interests below.)

5. Amount remitted: Filing , $25.

The undersigned agre to be by the terms and provision of said lease, ed the instrument is approved by the signing officer of the Bu of Land agement. (See Bonds below.)

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

EXECUTED this 22 of December 81

ATTEST:

Dale Stice, Assis t Sec

FLAG-REDFERN O COMPANY

Glenn S. Bran ecutive Vice President

(Address)

(STATEMENT OF INTE assignee indicate whether or not he is the sole party in i the instrument. If Assignee is not the sole party in interest to the follow must be furnished: (a) the names, ne extent of interest therein of all other interested parties: (b) the agre them, if oral, and a copy of such agre written. such statement must be signed by all interested partie e "underst such statement must include information tizenship and acreage holdings of each interested party.)

(BONDS. Where a is of an entire which is covered by an outstanding lease must be accompanied by a new bond or in lieu thereof the consen rety on the bo record to remain bound thereunder with nee as the substituted principal. If an undivided lease interest is assignment accompanied by the consent of the surety bond of the assignor to inclusion of the assignee as a joint-princi nd, or a ne with assignor and assignee as joint-principals e furnished. Any assignment which does not convey the assignor's ll of the le be lease must also be accompanied by consent the surety to remain bound under the bond of record for the lease ed by said if the bond, by its terms, does not contain a consent. If a party to the assignment has previously furnished a bond on e 4-1167 or 4-1168 applicable to the State and th under which the lease issued, no additional showing is necessary by as to the irement.)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

1981 DEC 30 PM 7:45

Executed this 22 day of December, 1981

(Assignee's Signature)

P.O. Box 66

Riverdale, Wyoming 82941

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate BLM office. A $25 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

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

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

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

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REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

. Amount remitted: Filing fee, $10

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

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

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

Executed this 22 day of December, 1971.

Sherman H. [illegible]
(Assignee's signature)

Lubbock Motels Bldg
(Address)

Lubbock, Tex 79401

DEPARTMENT OF THE INTERIOR
1971 DEC 30 PM 7:45
CHEYENNE, WYOMING

INSTRUCTIONS

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

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: the assignee, there must be full compliance with the regulations 43 CFR 192[illegible] and (f).

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

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

Assignee is 21 years of age or over, and is a citizen of the United States: [✓] Native Born

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

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

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

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

Fees enclosed and remitted: Filing fee, $10

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

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

This form is submitted in lieu of Official Form 4-1175, and contains all of the provisions thereof as of the date of filing of the assignment.

Executed this 23 day of December, 1971.

Gordon S. Norton
(Assignee's signature)

Lubbock National Bldg.
(Address)

Lubbock, Texas 79401

INSTRUCTIONS

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

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an incorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, must submit a statement containing the following information as to the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

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

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

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY and RAINBOW RESOURCES, INC., this 13th day of October, 1981.

WITNESS my hand and official seal.

Mary E. Walth[illegible]
Mary E. Walth[illegible] Notary Public
State of Colo[illegible]
3025 S. Parke[illegible]ad
Aurora, Color[illegible] 80014

My commission expire[illegible] /21/84.

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ENERGETICS, INC. a Colorado corporation, 102 Inverness Terrace East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto the Assignees listed below (hereinafter collectively referred to as "ASSIGNEE"), in the percentages set out beside their respective names, an undivided 92.7244% working interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands located in Sublette County, Wyoming more fully described on said Exhibit "A".

Taconic Corp. 410-17th Street, Suite 2300 Denver, Colorado 80202	10.195000%
Canadian Cheyenne Petroleum Corp. 504 Lancaster Building 304 Eighth Avenue S. W. Calgary, Alberta, Canada T2P 1C2	5.607000%
L. C. Kiser 104 Inverness Terrace East, Suite #111 Englewood, Colorado 80112	.624100%
Halstead Exploration, Inc. 23675 Currant Drive Golden, Colorado 80401	.197200%
Energetics 1980 Year End Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	30.786300%
Energetics 1980 Stroh Limited Year End Partnership 102 Inverness Terrace East Englewood, Colorado 80112	2.999900%
General Hydrocarbons 1980 Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	5.328400%
D&R Energy Program 1980 B 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55417	4.558900%
MM&S Partners 102 Inverness Terrace East Englewood, Colorado 80112	7.041900%

WY-322
North Bird Canyon

19-1699

RECORDED February 7 1983 8:00 A.M.
IN BOOK 67 OR PAGE 245
FEES $11.75 Lois J. Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Kline

Energetics Capital Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	25.385700%
	92.724400%

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provisions of said Oil and Gas Leases including the landowners royalties therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.
2. The overriding royalty interests of record, as of the date of execution of this Assignment the proportionate burdens of which shall be assumed and borne by Assignee, and is further subject to an overriding royalty due the Royalty Participation Plan of Energetics, , which overriding royalty may or may not be of record as of the date of execution of this Assignment.
3. The Assignment is made without representation or warranty of title, either express or implied.
4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.
5. Assignor agrees to keep and maintain said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or to drill or develop the lands covered by same; however, Assignor shall not be held liable for any damages resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment is executed this 23rd day of June 1982, but effective as of the date of first production from the Federal #30-[illegible] Well.

ATTEST:

Lou Switzer
Assistant Secretary

ENERGETICS, INC.

By: Gene W. Anderson
Vice President - Land

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 22nd day of June, 19 12.

My Commission Expires:
My Commission Expires Oct. 23, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases from Energetics, Inc. to Taconic Corporation, et al, dated June 23, 1982.

LEASE NO	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
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, [illegible] and all that part of the Green River riparian thereto. Containing 295.27 acres, more or less, SUBLETTE COUNTY, WYOMING.	61	461

2478

Assignment of Overriding Royalty Interest
In United States Oil and Gas Lease No. W-61785
District Land Office Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that Sohio Petroleum Company, Assignor, for the assignment of the above referenced lease, recorded in Book 60 Oil & Gas at Page 33, Sublette County, Wyoming, by Roger E. Canter and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, an overriding royalty unto the following parties in the amount shown:

NAME	ADDRESS	PERCENT
Kevin Stanford	7117 Wood Hollow #1517 Austin, Texas 78731	.5%
Blake Stanford	8222 Bent Tree #158 Austin, Texas 78759	.5%
David Craig Stanford	1302 Laurel Georgetown, Texas 78626	.5%
Eloise Taylor	2801 West Golf Course Midland, Texas 79701	.5%
Lisa Snowdy	1411 Lanham Midland, Texas 79701	.5%
Cathy Canter	3309-A West Hill Austin, Texas 78704	.5%

being in all a total of an undivided three percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands located in Sublette County, Wyoming, under the above designated oil and gas lease and any extension thereof, to wit:

Township 29 North, Range 108 West
Section 27: ALL
Section 34: ALL
Section 35: ALL
containing 1920.00 acres, more or less

194200

WITNESS our hand this 7th day of January, 1982.

RECORDED February 7 1983 8:00 A.M.
IN BOOK 670 OR PAGE 249
FEE $4.75 Laird York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Elwine

SOHIO PETROLEUM COMPANY

R. A. Procter
Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of January, 1982, by R. A. Procter, Agent and Attorney-in-Fact for SOHIO PETROLEUM COMPANY.

WITNESS my hand and official seal.

Kathleen Diane Burnett
Notary Public

My Commission Expires:
July 16, 1984

KATHLEEN DIANE BURNETT NOTARY PUBLIC STATE OF COLORADO

250

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 1st day of February, 19 83,

by and between PEGGY S. SMITH, P. O. Box 8605, Tyler, Texas 75711
herein referred to as assignor, (whether one or more) and
JANIE CAUTHEN, P. O. Box 8605, Tyler, Texas 75711
hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

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

TOWNSHIP 31 NORTH, RANGE 114 WEST

SECTION 14: N/ SW/4

under the terms of their certain oil and gas lease made and entered into by and between the United States of America as lessor, and Carla S. Paul, as lessee, bearing No. W-64[illegible] or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in same manner as royalties payable to the lessee under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied on 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 free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto 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.

Peggy S Smith
Peggy S Smith

STATE OF TEXAS
County of SMITH } ss.

On this 1st day of February, 1983 before me personally appeared PEGGY S. SMITH 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 year last above written.

JOYCE E. DINGLER
Notary Public, State of Texas
My Commission Expires 9-18-1984

My commission expires

Notary Public

STATE OF Wyoming
County of Sublette } ss.

of said County.

I hereby certify that this instrument was filed for record on the 7th day of A. D., 1983 at 8 o'clock, A. and duly recorded in Book 67 Page 250 of the Oil records.

Leis J. Yoh
County Clerk

By Donald McLaurie, Deputy

Rec. No. 19-1701 Fees $ 4.00

Return to PEGGY S. SMITH
P. O. BOX 8605
TYLER TEXAS 75711

[redacted] M Nelson [redacted]

[redacted] 14-08-001-5293 ASSIGNMENT

APPROVED 2-4-58

[redacted] RECEIVED
Bureau of Land Management
State Office
Cheyenne, Wyoming
FEB 18 1972
9 10 11 12 1 2 3 4 5 6 P.M.

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of Ten and No/100 Dollars ($10.00) to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, ATLANTIC RICHFIELD COMPANY, having a mailing address at 501 Lincoln Tower Building, Denver, Colorado 80203, herein referred to as "Assignor", by these presents does hereby sell, assign, transfer and convey unto ROBERT E. PARK, P. O. Box 2573, Casper, Wyoming 82601, and CHANDLER-SIMPSON, INC., 1401 Denver Club Building, Denver, Colorado 80202, (in the proportion of one-third to Park, and two-thirds to Chandler-Simpson, Inc.) herein referred to as "Assignee", all of Assignor's right, title, and interest in and to the following described Oil and Gas Lease:

United States Oil and Gas Lease Serial No. Wyoming 06009, dated June 1, 1951, issued to Paul D. Fintus, as Lessee, but insofar only as said lease covers the below described lands situate in Sublette County, Wyoming, to-wit:

Township 32 North, Range 114 West, 6th P.M.

Section 17: SW¼NW¼, NW¼SW¼ and S½SW¼
Section 18: E½
Section 20: NW¼, N½SW¼

containing 720 acres

Consent of Surety to Bond in sum of $3,000.00 with US Fidelity & Guaranty Co as surety filed 9-20-71

(This assignment is burdened with a prorata share of Gulf Oil Corporation's carried working interest in the Unit in B-6 Well.)

CERTIFIED
to be a true and comparative copy of the official records on file
JAN 28 1983
BUREAU OF LAND MANAGEMENT

said lease as to the lands described above being sometimes herein referred to as "lease acreage";

TO HAVE AND TO HOLD said lease acreage unto Assignee, its successors and assigns, subject to the following terms, covenants and conditions:

1. Lease acreage is assigned by Assignor and accepted by Assignee subject to the overriding royalties, production payments and other payments out of or with respect to production which are of record or with which said lease acreage is encumbered; and Assignee hereby assumes and agrees to pay said overriding royalties, production payments, 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.

2. Lease acreage is assigned by Assignor and accepted by Assignee subject to the terms and provisions of the following prior agreements: (a) Unit Agreement for the Development and Operation of the Mickelson Creek Unit Area, County of Sublette, State of Wyoming, dated February 21, 1958, approved December 4, 1958, No. 14-08-001-5293, and Unit Operating Agreement dated February 21, 1958, covering same; (b) Pooling Agreement, Mickelson Creek Unit Area dated January 11, 1960, between Pan American Petroleum Corporation and Sinclair Oil & Gas Company; (c) Farmout Contract dated April 22, 1960, between Pan American Petroleum Corporation, Sinclair Oil & Gas Company and Raymond I. Smith; and (d) Farmout Agreement dated August 1, 1963, between Sinclair Oil & Gas Company et al and Chandler-Simpson, Inc.

Assignment Approved Effective MAR 1 1972

Glenna M. Pace
Chief, Oil & Gas Section

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ORIGINAL

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

4. This assignment is made subject to all the terms and the express and implied covenants and conditions of said lease, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to the lands covered hereby and to the extent of the interests therein herein assigned. Said terms, covenants and conditions, as to lease acreage, shall be binding upon Assignee not only in favor of lessor but also for the benefit of Assignor and its predecessors in interest.

5. This assignment is made without any representation or warranty of any kind.

6. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the Assignor and the Assignee, their respective heirs, legal representatives, successors and assigns; and such terms, covenants and conditions shall be deemed 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.

EXECUTED this 22 day of November, 1971, but to take effect as of 7:00 A.M., December 1, 1971.

ATLANTIC RICHFIELD COMPANY

ATTEST:

By J. C. Frick
Vice-President

Maureen T. Fulton
Assistant Secretary

"ASSIGNOR"

CERTIFIED
to be a true and comparative copy of the official records on file
JAN 8 1983
BUREAU OF LAND MANAGEMENT

ROBERT E. PARK

CHANDLER-SINCLAIR, INC.

ATTEST:

By
Vice President

Secretary

"ASSIGNEE"

STATE OF TEXAS)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 22 day of November, 1971, by J. C. Frick, as Vice-President of Atlantic Richfield Company, a corporation.

Witness my hand and official seal.

My Commission Expires: June 1, 1973

Notary Public

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 22nd day of December, 1971, by Robert E. Park.

Witness my hand and official seal.

My Commission expires: My Commission Expires October 9, 1973.

Notary Public

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

The foregoing instrument was acknowledged before me this 22nd day of December, 1971, by Jim S. Cook, as Vice President of Chandler-Simpson, Inc., a corporation.

Witness my hand and official seal.

My Commission expires: June 10, 1973.

Notary Public

RECORDED February 7 1983 8:00 A.M.
IN BOOK 7 Qwd PAGE 251
Louis J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stine

194702

CERTIFIED
to be a true and comparative copy of the official records on file
JAN 28 1983
BUREAU OF LAND MANAGEMENT

254

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
FEB 18 1972

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

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

c. If a corporation, attach qualifications or if already on file, give serial number of case file U-026027

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

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

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

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

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

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

Executed this 17th day of February, 19 72

ATTEST:

Hubert L. White, Secretary

CHANDLER-SIMPSON, INC.

BY: Jim S. Cook
(Assignee's Signature)

1401 Denver Club 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.

CERTIFIED
a true and comparative copy
the official records on file
JAN 2 1983
BUREAU OF LAND MANAGEMENT

STATE OF Colorado)
) ss.
CITY AND)
COUNTY OF Denver)

Be it remembered, that on this 17 th day of Feburary, 1972, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jim S. Cook, Vice - President of Chandler - Simpson, Inc., a Kansas corporation, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires: June 1973

Notary Public

4. Number of copies — Three (3) complete copies in the proper land office. Personally sign each copy. A $10 nonrefundable filing fee, [illegible] bond, and proof of qualifications of assignee to own and hold an oil and gas lease must accompany assignment. The assignment must be filed within ninety (90) days after date of final execution.

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

4. *Overriding royalties or payments out of production* — Describe, in an attachment, any royalties or payments out of production created or reserved in the assignment but not set out therein. If payments out of production are reserved to assignor, outline in detail the method of payment, and other pertinent terms.

5. *Effect of assignment* — Upon approval of assignment [illegible] relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

1. *Qualifications of assignee*

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

(b) If assignee is an [redacted] association (including [redacted] by or on [redacted] of his [redacted] evidence of [redacted] has previously been filed of record in [redacted] to any amendment [redacted] assignee, there must be full compliance with the regulations 43 CFR 3102.

Statement of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit at time assignment is filed, a signed statement giving the names of other interested parties. 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. Interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and agreements, if any, must be filed not later than fifteen days after filing assignment.

[redacted]

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

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

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

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

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

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

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

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

Executed this 15th day of February, 19 72

with acknowledgment added

(Assignee's Signature)

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

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

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

3. Effective date of assignment — Assignment takes effect on the first day of the month following the date of filing [illegible]

4. Reserving royalties or payments out of production — By [illegible] payment out of production made by assignee [illegible] set out therein. If payments out of production are reserved by assignor in addition to rental, the amount, [illegible] payment, and other pertinent terms.

5. [illegible] of assignment — Upon approval of assignment, [illegible] lease of the Government as to the [illegible] interest and is responsible for compliance with [illegible] terms and conditions of lease, including timely payment of [illegible] and maintenance of bond, if required.

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

1. *Qualifications of assignee*

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

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

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

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

Form 3106-5

Kintzel Printing Co.
[illegible]
Casper, Wyoming

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

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

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

.....

and .....

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

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

My Commission Expires .....

Notary Public.

256

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-80087

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS That
Kenneth K. Farmer
P. O. Box 3402
Casper, Wyoming 82602, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Casper College Foundation	Room 186, Administration Bui[illegible] 125 College Drive Casper, Wyoming 82601	two percent of eight-eighths (2% of 8/8ths)

Being in all a total [illegible] an undiv[illegible] two percent of eight-eigh[illegible] (2% of 8/8ths) [illegible]ding royalty on all of the oil, gas and other hydr[illegible]rbon su[illegible]s that may be produced, saved and m[illegible] from the following described lands situated in Sublette County, State of [illegible]ing, under the above designated oil and g[illegible] lease and extension or renewal thereof, to wit:

Township 29 North, Range 111 West, 6th [illegible]
Section [illegible]: NE¼NW¼, E½SE¼, SW¼SE¼

194705

RECORDED February 19[illegible]3 1:00 PM
IN BOOK 67 Oil & Gas PAGE 256
FEES 4.00 Paid [illegible] COUNTY CLERK
SUBLETTE COUNTY, [illegible]DALE, WYOMING
By [illegible] McDaniel

of Sw[illegible] [illegible] cont[illegible] 160.00 acres more or less,

WITNESS our hand this 6th day of December, 19 82

Witnesses:

Kenneth K. Farmer

State of Wyoming
County of Natrona } ss

The foregoing instrument [illegible] acknowledged before me by Kenneth K. Farmer

this 6th day of December, 19 82.

Witness my hand and [illegible] Deborah Lynn Jay
Notary Public

My Commission Expires [illegible]

DEBORAH LYNN JAY - Notary Public
County of Natrona State of Wyoming
My Commission Expires J[illegible] 84

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-71276

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That Kenneth K. Farmer
P. O. Box 3402
Casper, Wyoming 82602

, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Casper College Foundation	Room 186, Administration Building 125 College Drive Casper, Wyoming 82601	one percent of eight-eighths (1% of 8/8ths)

Being in all a total of an undivided one percent of eight-eighths (1% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in 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 112 West, 6th P.M.
Section 18: Lots 3, 4, E½SW¼, W½SE¼
Section 19: Lot 1, NE¼NW¼, NW¼NE¼

191706

RECORDED February 7 1983 1:00 PM
IN BOOK 67 O&G PAGE 257
FEES $4.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. [illegible]

of ~~Section~~xxxxxxxxxxxx~~Township~~xxxxxxx~~Range~~xxxxxxxxx containing 278.44 acres more or less,

WITNESS our hands this 6th day of December, 19 82.

Witnesses:

Kenneth K. Farmer

State of Wyoming
County of Natrona } ss

The foregoing instrument was acknowledged before me by
Kenneth K. Farmer

this 6th day of December, 19 82.

Witness my hand and official seal.

Deborah Lynn Jay
Notary Public

My Commission Expires:

DEBORAH LYNN JAY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires June 18, 1984

257

258

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
James F. Mickelson, aka J.F. Mickelson, aka Jas F. Mickelson and Mae E. Mickelson, husband and wife	Thomas F. Stroock	8-26-75	Bk. 51 Pg. 587	T 32 N R 113 W, 6th P.M. Sec. 7: Lots 1,2,3,7, S½NE¼, SE¼NW¼, N½SE¼ Sec. 8: Lots 3,4, SW¼NW¼, S½SW¼, W½SE¼ Sec. 17: NW¼ Sec. 18: Lots 1,2, (W½NW¼) T 33 N R 113 W, 6th P.M. Sec. 31: S½NE¼, SE¼ Sec. 32: S½N½, S½ Sec. 33: S½N½, S½ Sec. 34: W½ T 32 N R 114 W, 6th P.M. Sec. 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼ Sec. 12: Lot 4, S½SW¼, SW¼SE¼ Sec. 13: N½N½, SE¼NE¼, SW¼NW¼ Sec. 14: NE¼NE¼ 33 N R 114 W, 6th P.M. Sec. 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼ Sec. 35: SW¼, W½SE¼, SE¼SE¼

This Release of Oil [illegible] as Lease may be executed in [illegible] rpart, and shall be binding on each of the [illegible] tory parties as if each had [illegible] ted the original of said Release [illegible] l and Gas Lease.

194707

RECORDED February 7 [illegible] M
BOOK 67 Deed 258
FEE $8.25 Lois J Yeh
SUBLETTE COUNTY, PINEDALE [illegible] UNTY CLERK [illegible] OMING
by Dan [illegible]

Dated October 20th, 1982.

ATTEST:

By: George E. Nugent
George E. Nugent,
Attorney-in-Fact

BELCO PETROLEUM CORPORATION

J. M. Oswald
J. M. Oswald, Sr. V. President

STATE [redacted] _____ } ss.

COUNTY OF _____

ACKNOWLEDGMENT-INDIVIDUAL

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

_____

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

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

My Commission Expires _____

_____
Notary Public

STATE OF _____ } ss.

COUNTY OF _____

ACKNOWLEDGMENT-INDIVIDUAL

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

_____

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

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

My Commission Expires _____

_____
Notary Public

State of ~~Colorado~~ TEXAS } ss.

County of ~~Denver~~ HARRIS

ACKNOWLEDGMENT - CORPORATION

On this 20th day of October, A. D. 1982, before me personally appeared J. M. OSWALD, to me personally known, who, being by me duly sworn, did day that he is the Sr. Vice Pres. of Belco Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. M. OSWALD acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of October A. D. 1982.

(SEAL) My Commission expires 5-31-85

Rebecca A. Yarbrough
Notary Public

State of _____ } ss.

County of _____

ACKNOWLEDGMENT - CORPORATION

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

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

_____
Notary Public

(SEAL) My Commission expires _____

260

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
James F. Mickelson, aka J.F. Mickelson, aka Jas F. Mickelson and Mae E. Mickelson, husband and wife	Thomas F. Stroock	8-26-75	Bk. 51 Pg. 587	T 32 N R 113 W, 6th P.M. Sec. 7: Lots 1,2,3,7, S½NE¼, SE¼NW¼, N½SE¼ Sec. 8: Lots 3,4, SW¼NW¼, S½SW¼, W½SE¼ Sec. 17: NW¼ Sec. 18: Lots 1,2, (W½NW¼) T 33 N R 113 W, 6th P.M. Sec. 31: S½NE¼, SE¼ Sec. 32: S½N½, S½ Sec. 33: S½N½, S½ Sec. 34: W½ T 32 N R 114 W, 6th P.M. Sec. 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼ Sec. 12: Lot 4, S½SW¼, SW¼SE¼ Sec. 13: N½N½, SE¼NE¼, SW¼NW¼ Sec. 14: NE¼NE¼ 33 N R 114 W, 6th P.M. Sec. 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼ Sec. 35: SW¼, W½SE¼, SE¼SE¼

This Release of Oil and Gas Lease may be executed in counterparts and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

194708

Filed February 7 1983 1:00 PM
Book 67 Page 24
Fees $6.25 Lois J. Yost
SUBLETTE COUNTY CLERK
COUNTY CLERK
WYOMING
Deputy

DATED October 20th, 1982.

DAVIS OIL COMPANY

By: Paul Measinger, K.F.
Paul Measinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of October, 1982, by Paul Measinger, Attorney in Fact for Davis Oil Company, a Partnership.

Witness my hand and official seal.

Kevin R. Fortier
Notary Public

My Commission Expires May 4 1986

My Commission Expires:

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
James F. Mickelson, aka J.F. Mickelson, aka Jas F. Mickelson and Mae E. Mickelson, husband and wife	Thomas F. Stroock	8-26-75	Bk. 51 Pg. 587	T 32 N R 113 W, 6th P.M. Sec. 7: Lots 1,2,3,7, S½NE¼, SE¼NW¼, N½SE¼ Sec. 8: Lots 3,4, SW¼NW¼, S½SW¼, W½SE¼ Sec. 17: NW¼ Sec. 18: Lots 1,2, (W½NW¼) T 33 N R 113 W, 6th P.M. Sec. 31: S½NE¼, SE¼ Sec. 32: S½N½, S½ Sec. 33: S½N½, S½ Sec. 34: W½ T 32 N R 114 W, 6th P.M. Sec. 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼ Sec. 12: Lot 4, S½SW¼, SW¼SE¼ Sec. 13: N½N½, SE¼NE¼, SW¼NW¼ Sec. 14: NE¼NE¼ T 33 N R 114 W, 6th P.M. Sec. 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼ Sec. 35: SW¼, W½SE¼, SE¼SE¼

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

FILED February 7 1983 1:00 P.M.
67 Orig
PAGE 261
8.25 Fee J. Yal COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Allen

19 1709

Dated October 29th, 1982.

ATTEST:

By: Michael D. Shepard
Michael D. Shepard, Secretary

DEPCO, INC.

K. G. Ranum, Vice President

D-6131

K.F.

262

STATE OF _____ }ss.
COUNTY OF _____

ACKNOWLEDGMENT-INDIVIDUAL

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

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

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

Notary Public

STATE OF _____ }ss.
COUNTY OF _____

ACKNOWLEDGMENT-INDIVIDUAL

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

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

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

Notary Public

State of Colorado }ss.
County of Denver

ACKNOWLEDGMENT - CORPORATION

On this 4th day of JANUARY A. D. 1983, before me personally appeared K. G. Ranum, to me personally known, who, being by me duly sworn, did day that he is the Vice President of DEPCO 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 K. G. Ranum acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of January A. D. 1983.

(SEAL) My Commission Expires September 16, 1984.

Notary Public
Petroleum Bldg., Denver, CO. 80202

State of _____ }ss.
County of _____

ACKNOWLEDGMENT - CORPORATION

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

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

(SEAL) My Commission Expires _____

Notary Public

[redacted] [redacted] [redacted]

RELEASE OF O. AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
James F. Mickelson, aka J.F. Mickelson, aka Jas F. Mickelson and Mae E. Mickelson, husband and wife	Thomas F. Stroock	8-26-75	Bk. 51 Pg. 587	T 32 N R 113 W, 6th P.M. Sec. 7: Lots 1,2,3,7, S½NE¼, SE¼NW¼, N½SE¼ Sec. 8: Lots 3,4, SW¼NW¼, S½SW¼, W½SE¼ Sec. 17: NW¼ Sec. 18: Lots 1,2, (W½NW¼) T 33 N R 113 W, 6th P.M. Sec. 31: S½NE¼, SE¼ Sec. 32: S½N½, S½ Sec. 33: S½N½, S½ Sec. 34: W½ T 32 N R 114 W, 6th P.M. Sec. 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼ Sec. 12: Lot 4, S½SW¼, SW¼SE¼ Sec. 13: N½N½, SE¼NE¼, SW¼NW¼ Sec. 14: NE¼NE¼ T 33 N R 114 W, 6th P.M. Sec. 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼ Sec. 35: SW¼, W½SE¼, SE¼SE¼

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

191710

RECORDED February 7 1983 1:00 P M
IN BOOK 62 O&G PAGE 263
FEES $ 8.00 Lois Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

Dated October 20th, 1982.

HANOVER PETROLEUM CORPORATION

ATTEST:

By: William F. Orr, Asst. Secretary

Philippe Magnier, Vice President

D-6131

K.F.

263

264

STATE OF_____ }ss.
COUNTY OF_____

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____, personally appeared_____

_____,to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

STATE OF_____ }ss.
COUNTY OF_____

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____,19____, personally appeared_____

_____,to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

State of Colorado }ss.
County of Denver

ACKNOWLEDGMENT - CORPORATION

On this 20th day of October A. D. 1982, before me personally appeared Philippe Magnier, to me personally known, who, being by me duly sworn did day that he is the Vice President of HANOVER PETROLEUM 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 Philippe Magnier acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of October A. D. 1982

(SEAL) My Commission expires July 7, 1984 Charles Calder Notary Public

State of_____ }ss.
County of_____

ACKNOWLEDGMENT - CORPORATION

On this_____ day of_____ A. D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn did day that he is the_____of_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said_____acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this_____day of_____A. D. 19____

(SEAL) My Commission expires_____ Notary Public

SRC [redacted] [redacted] [redacted]

RELEASE OF O[illegible] GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
James F. Mickelson, aka J.F. Mickelson, aka Jas F. Mickelson and Mae E. Mickelson, husband and wife	Thomas F. Stroock	8-26-75	Bk. 51 Pg. 587	T 32 N R 113 W, 6th P.M. Sec. 7: Lots 1,2,3,7, S½NE¼, SE¼NW¼, N½SE¼ Sec. 8: Lots 3,4, SW¼NW¼, S½SW¼, W½SE¼ Sec. 17: NW¼ Sec. 18: Lots 1,2, (W½NW¼) T 33 N R 113 W, 6th P.M. Sec. 31: S½NE¼, SE¼ Sec. 32: S½N½, S½ Sec. 33: S½N½, S½ Sec. 34: W½ T 32 N R 114 W, 6th P.M. Sec. 11: Lot 1, S½NE¼, SE¼, N½SW¼, SE¼SW¼ Sec. 12: Lot 4, S½SW¼, SW¼SE¼ Sec. 13: N½N½, SE¼NE¼, SW¼NW¼ Sec. 14: NE¼NE¼ T 33 N R 114 W, 6th P.M. Sec. 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼ Sec. 35: SW¼, W½SE¼, SE¼SE¼

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

194711

FILED February 7 1983 1:00 P M
BOOK 62 O&G PAGE 265
FEES $8.25 Lois Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thum

Dated October 20th 1982.

ATTEST:

By: Patricia A. Cox
Assistant Secretary

SOUTHLAND ROYALTY COMPANY

C. J. Caskey
C. J. Caskey Vice President

D-6131

K.F.

265

266

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT-INDIVIDUAL

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT-INDIVIDUAL

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ _____
Notary Public

State of Colorado Texas }
County of Denver TARRANT } ss.

ACKNOWLEDGMENT - CORPORATION

On this 20th day of October A. D. 1982, before me personally appeared C. J. Caskey, to me personally known, who, being by me duly sworn, did day that he is the President of SOUTHLAND ROYALTY 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 C. J. Caskey acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of October A. D. 1982

NITA SLIGH, Notary Public
in and for the State of Texas
My Commission Expires Sept. 22, 1984

(SEAL) My Commission expires _____ Nita Sligh, Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT - CORPORATION

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

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

(SEAL) My Commission expires _____ _____
Notary Public

[redacted] [redacted] [redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

OW ALL MEN BY THESE PRESENTS: That I, Edward J. Banas
6306 Thomas Drive, Springfield, Virginia 22150, assignor,
ssee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 82-287,
ring land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 108 West
Section 16: All
Section 36: All

aining 1280 acres more or less, for and in consideration of the sum of -----Ten & OVC----- Dollars
(&OVC) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
s Petroleum Corporation of 3555 N.W. 58th Street, Suite 500,
lahoma City, Oklahoma 73112, assignee, all rights, title and interest of assignor in and to said lease
s it covers the following described land:

Township 27 North, Range 108 West
Section 16: All
Section 36: All

RECORDED Feb. 14 1983 11:00 A.M.
IN BOOK 67 Oil PAGE 267
FEES 4.00 David Yost COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M. Stone

191812

aining 1280 acres, more or less, reserving, however, unto assignor an overriding royalty of
divided five percent of eight-eighths (5% of 8/8ths) of all oil, gas
ther minerals produced, saved and sold under the terms of said lease.

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

WITNESS WHEREOF, this instrument executed this 7 day of December, 1982

WITNESS: Edward J. Banas
Assignor-Lessee

By Edward J. Banas
S.S.# 158-05-6048 President

Attest:

(L.)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

} ss.

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

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

(SE

Notary Public

M ission expires:

ACKNOWLEDGEMENT (For use by Corporation)

"RIDER"

event Assignee shall desire to surrender all or any part of the acreage covered
y, said Assignee shall notify Assignor by mail sixty (60) days prior to relinquish-
, and said Assignor shall have thirty (30) days within which to elect or reject
signment of such acreage to be relinquished. Woods Petroleum Corporation shall
ise diligence and make every effort to insure that the reassignment obligation
ded for herein is complied with; however, there shall be no liability for over-
or clerical error. Assignee shall not be required to offer reassignment at the end
e primary or extended term of the lease.

Notary Public

M ion expires:

approved by Board of La Commissioners: February 3, 1983 without binding the State for the payment of any overriding royalty

recorded in the Office of the Commissioner of Public Lands: February 1, 1983

r recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special
d be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained
ce record.)

125171

268

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-7572

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)
National Foundation West Bldg., Ste 500, 3555 N.W. 58th St., Oklahoma City, Oklahoma 73112

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 28 NORTH, RANGE 109 WEST
Section 17: All

Sublette County, Wyoming
From the surface to one hundred feet (100') below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	50%
4. Specify interest or percent of operating rights being retained by assignor	50%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	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.

*being that certain "Assignment of Operating Rights" between the parties hereto effective May 6, 1981 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 14th day of April, 19 82, to be effective May 6, 1981.

OIL PARTICIPATIONS INCORPORATED

By [signature] (Assignor's Signature)

P. O. Box 1521 (Assignor's Address)

Vice President

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 _____ By [signature] (Authorized Officer)

Chief, Oil & Gas Section (Title)

JAN 31 1983

[redacted] [redacted] [redacted]

PART II

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

NEE CERTIFIES THAT

signee is over the age of majority

signee is a citizen of the United States

signee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, signee's statement of its qualifications are attached. If previously furnished, identify the serial number of record in which filed _____.

signee'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 ing District in Alaska.

signee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of er parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

ling fee of $25.00 is attached.

NEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lescribed herein as to the interests covered by this assignment, including, but not limited to, the obliga- conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi- wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as bed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the ons (43 CFR 3104.2).

REBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under- 's knowledge and belief and are made in good faith.

his day of , 19 .

PETROLEUM CORPORATION

(Assignee's Signature)

National Foundation West Building, Suite 500
3555 N.W. 58th Street

(Assignee's Address)

Oklahoma City Oklahoma 73112

(City) (State) (Zip Code)

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

INSTRUCTIONS

Form -- Use only for assignment of operating rights *working interests)* in oil and gas leases. If of operating rights is accompanied by an operating t, a single copy of such agreement *must* be sub- with the assignment. If more than one transfer of g rights is made out of a lease, a separate instru- transfer is required for each assignment.

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

Date of Assignment — The assignment, if ap- takes effect on the first day of the month following 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, dispo and use of public lands and resources.

(3) Tran to appropriate Federal agencies when concurrenc required prior to granting a right in public la resources.

(4)(5) nation from the record and/or the record will be aferred to appropriate Federal, State, local or eign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

ASSIGNMENT OF UNDIVIDED INTEREST OF OPERATING RIGHTS IN
OIL AND GAS LEASE(S)

THIS ASSIGNMENT made and entered into as of May 6, 1981, by and betwen OIL PARTICIPATIONS INCORPORATED, a corporation, hereinafter called "OPI", and WOODS PETROLEUM CORPORATION, hereinafter called "Assignee",

WITNESSETH:

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, OPI does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, without representation or warranty of any kind, either express or implied, and without recourse to OPI, even for return of the consideration paid therefor or its value, but with complete subrogation of all of OPI's rights or action of warranty against all former owners or proprietors, unto Assignee, an undivided fifty percent (50%) of its operating rights in and to the Oil and Gas Lease(s) desribed in Exhibit "1" attached hereto and made a part hereof for all purposes, insofar, and only insofar, as said lease(s) embrace that certain land in:

Sublette County, Wyoming,

described in said Exhibit "1". 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".

OPI EXCEPTS FROM THIS ASSIGNMENT AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, 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.

IN CONSIDERATION OF THE FOREGOING ASSIGNMENT, Assignee gives OPI the right, at OPI's election, to purchase Assignee's share of 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 OPI 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 OPI shall endeavor to mutually agree as to the terms and conditions under which OPI shall separately purchase each product. Assignee shall have the right to negotiate with prospective purchasers other than OPI 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 OPI agree as to the purchase sale thereof, Assignee will so advise OPI in writing, giving the terms and conditions of such acceptable offer. Upon receipt of such notice from Assignee, OPI 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 OPI elect not to purchase such product under the terms and conditions of the bona fide offer, then OPI, 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, OPI's right to purchase that product shall terminate; provided, however, if, within six (6) months after OPI 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 OPI pursuant to

Exhibit A

to the foregoing, OPI 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, OPI, 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.

(c) It is understood and agreed that, pending the exercise of the option of OPI, Assignee shall have the right to make temporary sales of any product.

This Assignment is subject to the terms of that certain Unit Agreement and Unit Operating Agreement dated effective December 29, 1980 covering the Cutlass Federal Unit.

All notices and other communications between the parties shall be in writing and addressed and delivered to OPI c/o The Superior Oil Company at its Western Division Production Department office, Post Office Box 4500, The Woodlands, Texas, Attention: Joint Interest Manager, and to Assignee at 1625 Broadway, Suite 900, Denver, Colorado 80202. 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 16th day of April, 1982, to be effective as of the date first above written.

ATTEST:

Assistant Secretary

OIL PARTICIPATIONS INCORPORATED

By E. C. Hixson
Vice President

Attest:

Assistant Secretary

ASSIGNEE: WOODS PETROLEUM CORPORATION

By
LARRY L. MILES, Vice President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E. C. Hixson, Vice President of OIL PARTICIPATIONS INCORPORATED, 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 16th day of April, 1982.

Norma J. Sumner
Notary Public in and for
~~Harris County, Texas~~

NORMA J. SUMNER
Notary Public, State of Texas
My Commission Expires 2/24/85

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

BEFORE Me, the undersigned authority, on this day, personally appeared Larry L. Miles, Vice President of WOODS PETROLEUM CORPORATION, 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 16th day of April, 1982.

Mike Pruitt

Notary Public, Mike Pruitt

My Commission Expires: May 3, 1983

EXHIBIT "1"

Attached to and a part of Assignment of Undivided Interest of Operating Rights in Oil and Gas Lease(s) effective May 6, 1981 from Oil Participations Incorporated To Woods Petroleum Corporation

---

Superior Lease No. W-4838: United States Lease for Oil and Gas W-7575 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR and ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section [illegible]: Lots 1,2,3,4, E/2W/2, S/2SE/4

Superior Lease No. W-4[illegible]5: United States Lease for Oil and Gas W-7572 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 17: All

Superior Lease No. W-4[illegible]9: United States Lease for Oil and Gas W-7576 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP [illegible] NORTH, RANGE 109 WEST
Section [illegible] All

Superior Lease No. W-[illegible]1: United States Lease for Oil and Gas W-8109 issued to Mrs. Claire Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette, County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 110 WEST
Section [illegible]: All

and, INSOFAR AND ONLY INSOFAR, as said leases cover rights from the surface to one hundred feet ([illegible]') below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

194313

RECORDED February 14 1983 11:00 A.M.
IN BOOK 67 Ovt PAGE 268
FEES $16.00 Lois J. Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

Serial Number
W-7572

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is __ Individual __ Municipality __ Association X Corporation
If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-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 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 12th day of May, 1982.

WOODS PETROLEUM CORPORATION

(Assignee's Signature)
Larry L. Miles, Vice President

Suite 500, National Foundation West Bldg.
3555 N. W. 58th Street
(Assignee's Address)

ATTEST:

Leroy Ussery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

WPC Lease No. 12267-1

W. A. Moncrief
Howard E. Marlow
Ronald E. Hando
Woods 1980 II Drilling Program

275

1-14
(June 1960)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-7575

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*)
National Foundation West Bldg., Suite 500, 3555 N.W. 58th St., Oklahoma City, Oklahoma 73112

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 28 NORTH, RANGE 109 WEST
Section 30: Lots 1,2,3,4, E/2W/2, S/2SE/4
Sublette County, Wyoming
From the surface to one hundred (100') feet below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

348-48A

3. Specify interest or percent of operating rights being conveyed to assignee	50%
4. Specify interest or percent of operating rights being retained by assignor	50%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	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 overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ 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 effective May 6, 1981 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 14th day of April, 19 82, to be effective May 6, 1981.

OIL PARTICIPATIONS INCORPORATED

By [signature]
(Assignor's Signature)
Vice President

P. O. Box 152[illegible]
(Assignor's Address)

Houston Texas 77001
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 May 1982

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

JAN 31 1983

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

PART II

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 ☐ 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.

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 day of , 19 .

WOODS PETROLEUM CORPORATION

National Foundation West Building, Suite 500
3555 N.W. 58th Street

(Assignee's Signature)

(Assignee's Address)

Oklahoma City (City) Oklahoma (State) 73112 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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. *Time and Number of Copies* – File three (3) completed and properly signed copies in the appropriate BLM office. A nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* its 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.

ASSIGNMENT OF UNDIVIDED INTEREST OF OPERATING RIGHTS IN
OIL AND GAS LEASE(S)

THIS ASSIGNMENT made and entered into as of May 6, 1981, by and betwen OIL PARTICIPATIONS INCORPORATED, a corporation, hereinafter called "OPI", and WOODS PETROLEUM CORPORATION, hereinafter called "Assignee",

WITNESSETH:

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, OPI does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, without representation or warranty of any kind, either express or implied, and without recourse to OPI, even for return of the consideration paid therefor or its value, but with complete subrogation of all of OPI's rights or action of warranty against all former owners or proprietors, unto Assignee, an undivided fifty percent (50%) of its operating rights in and to the Oil and Gas Lease(s) desribed in Exhibit "1" attached hereto and made a part hereof for all purposes, insofar, and only insofar, as said lease(s) embrace that certain land in:

Sublette County, Wyoming,

described in said Exhibit "1". 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".

OPI EXCEPTS FROM THIS ASSIGNMENT AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, 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.

IN CONSIDERATION OF THE FOREGOING ASSIGNMENT, Assignee gives OPI the right, at OPI's election, to purchase Assignee's share of 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 OPI 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 OPI shall endeavor to mutually agree as to the terms and conditions under which OPI shall separately purchase each product. Assignee shall have the right to negotiate with prospective purchasers other than OPI 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 OPI agree as to the purchase sale thereof, Assignee will so advise OPI in writing, giving the terms and conditions of such acceptable offer. Upon receipt of such notice from Assignee, OPI 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 OPI elect not to purchase such product under the terms and conditions of the bona fide offer, then OPI, 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, OPI's right to purchase that product shall terminate; provided, however, if, within six (6) months after OPI 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 OPI pursuant to

Exhibit A

to the foregoing, OPI 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, OPI, 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.

(c) It is understood and agreed that, pending the exercise of the option of OPI, Assignee shall have the right to make temporary sales of any product.

This Assignment is subject to the terms of that certain Unit Agreement and Unit Operating Agreement dated effective December 29, 1980 covering the Cutlass Federal Unit.

All notices and other communications between the parties shall be in writing and addressed and delivered to OPI c/o The Superior Oil Company at its Western Division Production Department office, Post Office Box 4500, The Woodlands, Texas, Attention: Joint Interest Manager, and to Assignee at 1625 Broadway, Suite 900, Denver, Colorado 80202. 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 16th day of April, 1982, to be effective as of the date first above written.

ATTEST:

Maureen Reby
Assistant Secretary

OIL PARTICIPATIONS INCORPORATED

By [signature]
Vice President

Attest:

William J. Wood
WILLIAM J. WOOD
Assistant Secretary

ASSIGNEE: WOODS PETROLEUM CORPORATION

By [signature]
LARRY L. MILES, Vice President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E.C. Hixson, Jr., Vice President of OIL PARTICIPATIONS INCORPORATED, 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 said corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 16th day of April, 1982.

Norma J. Sumner
Notary Public in and for
~~Harris County, Texas~~

NORMA J. SUMNER
Notary Public, State of Texas
My Commission Expires 2/24/85

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

BEFORE Me, the undersigned authority, on this day, personally appeared Larry L. Miles, Vice President of WOODS PETROLEUM CORPORATION, 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 16th day of April, 1982.

Mike Pruitt

Notary Public, Mike Pruitt

My Commission Expires: May 3, 1983

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EXHIBIT "1"

Attached to and a part of Assignment of Undivided Interest of Operating Rights in Oil and Gas Lease(s) effective May 6, 1981 from Oil Participations Incorporated To Woods Petroleum Corporation

---

Superior Lease No W-4838: United States Lease for Oil and Gas W-7575 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR and ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 30: Lots 1,2,3,4, E/2W/2, S/2SE/4

Superior Lease No. W-4835: United States Lease for Oil and Gas W-7572 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 17: All

Superior Lease No. W-4839: United States Lease for Oil and Gas W-7576 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 33: All

Superior Lease No. W-4851: United States Lease for Oil and Gas W-8109 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette, County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 110 WEST
Section [illegible] All

and, INSOFAR AND ONLY INSOFAR, as said leases cover rights from the surface to one hundred feet (100') below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, 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-7575

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*)
National Foundation West Bldg., Suite 500, 3555 N.W. 58th St.,
Oklahoma City, Oklahoma 73112

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 28 NORTH, RANGE 109 WEST
Section 30: NE/4, N/2SE/4
Sublette County, Wyoming
From the surface to one hundred (100') feet below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

240 A

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	6.25%
6. Specify overriding royalty previously reserved or conveyed, if any	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.
*being that certain "Assignment of Operating Rights" between the parties hereto effective May 6, 1981 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 14th day of April, 19 82, to be effective May 6, 1981.
OIL PARTICIPATIONS INCORPORATED

By [signature]
(Assignor's Signature)
Vice President

P. O. Box 1521
(Assignor's Address)

Houston (City) Texas (State) 77001 (Zip Code)

Title 18 U.S.C., Section 1001, makes a crime for any person knowingly and willfully to make to any department or agency of the 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 0 1 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 3 1 1983
(Date)

Copies may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form consistent with the requirements of 43 CFR 3106

FOR ASSIGNMENT

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 .

WOODS PETROLEUM CORPORATION

(Assignee's Signature)

National Foundation West Building, Suite 500
3555 N.W. 58th Street

(Assignee's Address)

Oklahoma City (City) Oklahoma (State) 73112 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 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 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* — [illegible] assignment, if approved, takes effect on the first [illegible] month following the date of filing of *all* requ[illegible]ers. 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* 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] U.S.C. et. seq.

PRINCIPAL PURPOSE [illegible] the information is to be used to process the assignment [illegible] 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 notations [illegible] status records for the management, disposition of public lands and resources.

(3) 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 referred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

ASSIGNMENT OF OPERATING RIGHTS

THIS AGREEMENT made and entered into as of May 6, 1981, by and between OIL PARTICIPATIONS, INCORPORATED, a corporation, hereinafter called "OPI", and WOODS PETROLEUM CORPORATION, hereinafter called "Assignee",

WITNESSETH:

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, OPI does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, without representation or warranty of any kind, either express or implied, and without recourse to OPI, even for return of the consideration paid therefor or its value, but with complete subrogation of all of OPI's rights or action of warranty against all former owners or proprietors, unto Assignee, all of its operating rights in and to the Oil and Gas Lease(s) described in Exhibit "1" attached hereto and made a part hereof for all purposes, insofar, and only insofar, as said lease(s) embrace that certain land in:

Sublette County, Wyoming,

described in said Exhibit "1". 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".

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

(a) 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;

(b) An overriding royalty of six and one-quarter percent of eight eighths (6.25% of 8/8ths) 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 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 in the amount at the time and in the manner set forth in that certain Farmout Agreement between the parties dated January 6, 1981.

(d) Record title to said leases;

The oil, gas, casinghead gas, condensate and distillate herein reserved shall be delivered to OPI in any tanks, pipelines or other receptacles with which the wells on said land may be connected, free of all costs of drilling for, producing, saving, treating and delivering the same and free of all taxes, other than severance or production taxes applicable thereto. OPI, 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.

OPI 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 OPI on or before the last day of each month for production of the

Exhibit A

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 OPI on or before the last day of the second month following that in which produced or extracted or processed.

If OPI 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 or 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 OPI 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 OPI 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 OPI 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. OPI 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 OPI, 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 record 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 covered thereby, it shall first so advise OPI in writing and, upon written request therefor from OPI, shall reassign said lease(s) or portion thereof so involved to OPI. 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 OPI.

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 OPI 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 OPI 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 OPI 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. OPI shall have the option to pruchase 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 OPI shall be plugged and abandoned in accordance with the rules and regulations of any governmental agency have jurisdiction thereof and the premises restored to the extent practicable at Assignee's sole risk and cost.

5. Assignee gives OPI the right, at OPI'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 OPI 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 OPI shall endeavor to mutually agree as to the terms and conditions under which OPI shall separately purchase each product. Assignee shall have the right to negotiate with prospective purchasers other than OPI 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 OPI agree as to the purchase and sale thereof, Assignee will so advise OPI in writing, giving the terms and conditions of such acceptable offer. Upon receipt of such notice from Assignee, OPI 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 OPI elect not to purchase such product under the terms and conditions of the bona fide offer, then OPI, 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, OPI's right to purchase that product shall terminate; provided, however, if, within six (6) months after OPI 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 such waiver granted by OPI pursuant to the foregoing, OPI 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, OPI, 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.

(c) It is understood and agreed that, pending the exercise of the option of OPI, Assignee shall have the right to make temporary sales of any product.

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 OPI's rights and interests.

This Assignment is subject to the terms of that certain Unit Agreement and Unit Operating Agreement dated effective December 29, 1980 covering the Cutlass Federal Unit.

All notices and other communications between the parties shall be in writing and addressed and delivered to OPI c/o The Superior Oil Company at its Western Division Production Department office, Post Office Box 4500, The Woodlands, Texas, Attention: Joint Interest Manager and to Assignee at 1625 Broadway, Suite 30, Denver, Colorado 80202. 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 1 day of October, 1982, to be effective as of the date first above written.

ATTEST: THE SUPERIOR OIL COMPANY
Assistant Secretary

OIL PARTICIPANTS, INCORPORATED

By _____
Vice President

Attest:
Secretary

ASSIGNEE: WOOD PETROLEUM CORPORATION

By _____
LARRY L. MILES, Vice President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E. C. Huxson, Jr., Vice President of OIL PARTICIPATIONS, INCORPORATED, 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 16th day of April, 1982.

Norma J. Summers
Notary Public in and for
Harris County, Texas

STATE OF OKALHOMA)
)
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, on this day personally appeared Larry L. Miles, Vice President of WOODS PETROLEUM CORPORATION, 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 16th day of April, 1982.

Mike Pruitt
Notary Public, Mike Pruitt

My commission expires: May 3, 1983

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EXHIBIT "1"

Attached to and a part of Assignment of Operating Rights effective May 6, 1981 from Oil Participations Incorporated to Woods Petroleum Corporation

Superior Lease No. W-4838: United States Lease for Oil and Gas W-7575 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 30: NE/4, N/2SE/4

and, INSOFAR, AND ONLY INSOFAR, as said lease covers rights from the surface to one hundred feet (100') below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

Form 3106-14
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-7576

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)
National Foundation West Bldg., Ste. 500, 3555 N.W. 58th St.
Oklahoma City, Oklahoma 73112

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 28 NORTH, RANGE 109 WEST
Section 33: All
Sublette County, Wyoming
From the surface to one hundred feet (100') below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	50%
4. Specify interest or percent of operating rights being retained by assignor	50%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	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.
being that certain "Assignment of Operating Rights" between the parties hereto effective May 6, 1981 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 14th day of April, 1982, to be effective May 6, 1981.
OIL PARTICIPATIONS INCORPORATED

BY [signature]
(Assignor's Signature)
Vice President

P. O. Box 1521
(Assignor's Address)

Houston Texas 77001
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 01 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 31 1983
(Date)

*Copies are exact reproductions of one sheet of both sides of this official form 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 .

WOODS PETROLEUM CORPORATION

(Assignee's Signature)

National Foundation West Building, Suite 500
3555 N.W. 58th Street

(Assignee's Address)

Oklahoma City	Oklahoma	73112
(City)	(State)	(Zip Code)

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

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:

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

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

ASSIGNMENT OF UNDIVIDED INTEREST OF OPERATING RIGHTS IN
OIL AND GAS LEASE(S)

THIS ASSIGNMENT made and entered into as of May 6, 1981, by and betwen OIL PARTICIPATIONS INCORPORATED, a corporation, hereinafter called "OPI", and WOODS PETROLEUM CORPORATION, hereinafter called "Assignee",

WITNESSETH:

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, OPI does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, without representation or warranty of any kind, either express or implied, and without recourse to OPI, even for return of the consideration paid therefor or its value, but with complete subrogation of all of OPI's rights or action of warranty against all former owners or proprietors, unto Assignee, an undivided fifty percent (50%) of its operating rights in and to the Oil and Gas Lease(s) desribed in Exhibit "1" attached hereto and made a part hereof for all purposes, insofar, and only insofar, as said lease(s) embrace that certain land in:

Sublette County, Wyoming,

described in said Exhibit "1". 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".

OPI EXCEPTS FROM THIS ASSIGNMENT AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, 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.

IN CONSIDERATION OF THE FOREGOING ASSIGNMENT, Assignee gives OPI the right, at OPI's election, to purchase Assignee's share of 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 OPI 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 OPI shall endeavor to mutually agree as to the terms and conditions under which OPI shall separately purchase each product. Assignee shall have the right to negotiate with prospective purchasers other than OPI 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 OPI agree as to the purchase sale thereof, Assignee will so advise OPI in writing, giving the terms and conditions of such acceptable offer. Upon receipt of such notice from Assignee, OPI 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 OPI elect not to purchase such product under the terms and conditions of the bona fide offer, then OPI, 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, OPI's right to purchase that product shall terminate; provided, however, if, within six (6) months after OPI 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 OPI pursuant to

Exhibit A

to the foregoing, OPI 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, OPI, 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.

(c) It is understood and agreed that, pending the exercise of the option of OPI, Assignee shall have the right to make temporary sales of any product.

This Assignment is subject to the terms of that certain Unit Agreement and Unit Operating Agreement dated effective December 29, 1980 covering the Cutlass Federal Unit.

All notices and other communications between the parties shall be in writing and addressed and delivered to OPI c/o The Superior Oil Company at its Western Division Production Department office, Post Office Box 4500, The Woodlands, Texas, Attention: Joint Interest Manager, and to Assignee at 1625 Broadway, Suite 900, Denver, Colorado 80202. 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 16th day of April, 1982, to be effective as of the date first above written.

ATTEST:

Maureen Mahoney
Assistant Secretary

OIL PARTICIPATIONS INCORPORATED

By [signature]
Vice President

ASSIGNEE: WOODS PETROLEUM CORPORATION

By [signature]
LARRY L. MILES, Vice President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E. C. Hixon, Jr., Vice President of OIL PARTICIPATIONS INCORPORATED, 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 considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 16th day of April, 1982.

Norma J. Sumner
Notary Public in and for
Harris County, Texas

NORMA J. SUMNER
Notary Public, State of Texas
My Commission Expires 2/24/85

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

BEFORE Me, the undersigned authority, on this day, personally appeared Larry L. Miles, Vice President of WOODS PETROLEUM CORPORATION, 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 16th day of April, 1982.

Mike Pruitt

Notary Public, Mike Pruitt

My Commission Expires: May 3, 1983

EXHIBIT "1"

Attached to and a part of Assignment of Undivided Interest of Operating Rights in Oil and Gas Leases effective May 6, 1981 from Oil Participations Incorporated To Woods Petroleum Corporation

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Superior Lease No. W-4838: United States Lease for Oil and Gas W-7575 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR and ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 30: Lots 1,2,3,4, E/2W/2, S/2SE/4

Superior Lease No. W-4[illegible]6: United States Lease for Oil and Gas W-7572 issued to Mrs. Claire [illegible] Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND [illegible] INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 1[illegible]: All

Superior Lease No. W-4[illegible]: United States Lease for Oil and Gas W-7576 issued to Mrs. Claire [illegible] Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP [illegible] NORTH, RANGE 109 WEST
Section 3[illegible]: All

Superior Lease No. W-48[illegible]1: United States Lease for Oil and Gas W-8109 issued to Mrs. Claire [illegible] Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND [illegible] INSOFAR as said lease covers the following lands in Sublette, County, Wyoming:

TOWNSHIP [illegible] NORTH, RANGE 110 WEST
Section [illegible]: All

and, INSOFAR AND ONLY INSOFAR, as said leases cover rights from the surface to one hundred feet ([illegible]) below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

194816

RECORDED February 14 1983 11:[illegible] A.M.
BOOK 67 Oil PAGE 289
[illegible] Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-8109

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)
National Foundation West Bldg., Ste 500, 3555 N.W. 58th St., Oklahoma City, Oklahoma 73112

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 28 NORTH, RANGE 110 WEST
Section 24: All
Sublette County, Wyoming
From the surface to one hundred feet (100') below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	50%
4. Specify interest or percent of operating rights being retained by assignor	50%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If 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 are added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day, averaged on the monthly basis is 15 barrels or less.
Reference is made to certain "Assignment of Operating Rights" between the parties hereto effective May 6, 1981, 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 14th day of April, 1982, to be effective May 6, 1981.
OIL PARTICIPATIONS INCORPORATED

By [signature]
(Assignor's Signature)
Vice President

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 JUL 01 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 31 1983
(Date)

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FOR ASSIGNEE

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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 .

WOODS PETROLEUM CORPORATION

(Assignee's Signature)

National Foundation West Building, Suite 500
3555 N.W. 58th Street

(Assignee's Address)

Oklahoma City (City) Oklahoma (State) 73112 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 (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). 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 resource.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4) Information from the record and/or the record will be referred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

ASSIGNMENT OF UNDIVIDED INTEREST OF OPERATING RIGHTS IN OIL AND GAS LEASE(S)

THIS ASSIGNMENT made and entered into as of May 6, 1981, by and betwen OIL PARTICIPATIONS INCORPORATED, a corporation, hereinafter called "OPI", and WOODS PETROLEUM CORPORATION, hereinafter called "Assignee",

WITNESSETH:

That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it paid, receipt of which is hereby acknowledged, OPI does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, without representation or warranty of any kind, either express or implied, and without recourse to OPI, even for return of the consideration paid therefor or its value, but with complete subrogation of all of OPI's rights or action of warranty against all former owners or proprietors, unto Assignee, an undivided fifty percent (50%) of its operating rights in and to the Oil and Gas Lease(s) desribed in Exhibit "1" attached hereto and made a part hereof for all purposes, insofar, and only insofar, as said lease(s) embrace that certain land in:

Sublette County, Wyoming,

described in said Exhibit "1". 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".

OPI EXCEPTS FROM THIS ASSIGNMENT AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS 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.

IN CONSIDERATION OF THE FOREGOING ASSIGNMENT, Assignee gives OPI the right, at OPI's election, to purchase Assignee's share of 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 OPI in writing at the time any well subject hereto is drilled and completed and the anticipated availability and type of products therefrom. At such time when, in Assignee's uncontrolled judgment, Assignee is ready to seek a market for each such product, Assignee and OPI shall endeavor to mutually agree as to the terms and conditions under which OPI shall separately purchase each product. Assignee shall have the right to negotiate with prospective purchasers other than OPI 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 OPI agree as to the purchase sale thereof, Assignee will so advise OPI in writing, giving the terms and conditions of such acceptable offer. Upon receipt of such notice from Assignee, OPI 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 OPI elect not to purchase such product under the terms and conditions of the bona fide offer, then OPI, 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. Except to paragraph (b) hereof, if Assignee does contract to sell such product to others, OPI's right to purchase that product shall terminate; provided, however, if, within six (6) months after OPI 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 OPI pursuant to

to the foregoing, OPI 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, OPI, 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.

(c) It is understood and agreed that, pending the exercise of the option of OPI, Assignee shall have the right to make temporary sales of any product.

This Assignment is subject to the terms of that certain Unit Agreement and Unit Operating Agreement dated effective December 29, 1980 covering the Cutlass Federal Unit.

All notices and other communications between the parties shall be in writing and addressed and delivered to OPI c/o The Superior Oil Company at its Western Division Production Department office, Post Office Box 4500, The Woodlands, Texas, Attention: Joint Interest Manager, and to Assignee at 1625 Broadway, Suite 900, Denver, Colorado 80202. 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 16th day of April, 1982, to be effective as of the date first above written.

ATTEST:

Assistant Secretary

OIL PARTICIPATIONS INCORPORATED

By
Vice President

ASSIGNEE: WOODS PETROLEUM CORPORATION

Attest:

WILLIAM I. WOOD
Assistant Secretary

By
LARRY L. MILES, Vice President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E. C. Hixson, Jr., Vice President of OIL PARTICIPATIONS INCORPORATED, 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 16th day of April, 1982.

Notary Public in and for
~~Harris County, Texas~~

NORMA J. SUMMER
Notary Public, State of Texas
My Commission Expires 2/24/86

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STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

BEFORE Me, the undersigned authority, on this day, personally appeared Larry L. Miles, Vice President of WOODS PETROLEUM CORPORATION, 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 16th day of April, 1982.

Mike Pruitt

Notary Public, Mike Pruitt

My Commission Expires: May 3, 1983

EXHIBIT "1"

Attached to and a part of Assignment of Undivided Interest of Operating Rights in Oil and Gas Lease(s) effective May 6, 1981 from Oil Participations Incorporated To Woods Petroleum Corporation

---

Superior Lease No. W-4838: United States Lease for Oil and Gas W-7575 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR and ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 30: Lots 1,2,3,4, E/2W/2, S/2SE/4

Superior Lease No. W-4835: United States Lease for Oil and Gas W-7572 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 17: All

Superior Lease No. W-4839: United States Lease for Oil and Gas W-7576 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 109 WEST
Section 33: All

Superior Lease No. W-4851: United States Lease for Oil and Gas W-8109 issued to Mrs. Claire E. Sullivan as Lessee and dated effective September 1, 1967, INSOFAR AND ONLY INSOFAR as said lease covers the following lands in Sublette, County, Wyoming:

TOWNSHIP 28 NORTH, RANGE 110 WEST
Section 24: All

and, INSOFAR AND ONLY INSOFAR, as said leases cover rights from the surface to one hundred feet (100") below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Woods Petroleum Corporation Cutlass Unit #29-1 Well located in the NW/4SW/4NW/4 Section 29, Township 28 North, Range 109 West, Sublette County, Wyoming.

16-317

RECORDED Feb 14 1983 11:00 AM
IN BOOK 67 PAGE 295
FEES $14.00 Ann J. Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mattuni

299300

304

FORM 3104-4
(March 1966)

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 See Exhibit "A" attached hereto and made a part hereof for determination of interest of Assignees

Address (street, city, state, zip code) See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 59.802 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
Section 20: NE/4
Section 17: SE/4
Sublette County, Wyoming
This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout Agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979 by and between RAINBOW RESOURCES, INC, TERRA RESOURCES, INC BARBER OIL EXPLORATION, INC., and ENERGETICS, IN and the certain Pooling Agreement date November 20, 1981 (effective August 7, 1980) by and betw Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc. and Williams Exporatio ompany, covering the E½ of Section 20, T27N, R111W, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	51.94896%
4. Specify interest or percent of operating rights being retained by assignor	7.85304%
5. Specify overriding royalty interest reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.2% of 8/8ths

7. If 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 made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sub- ofar as such agreement/sub- lease is not inconsistent with the provisions of the above-designated lease a 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.

CERTIFICATE: That the 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, 19 82, but effective as of February 1, 1982.

ENERGETICS, INC.

By [signature]
(Assignor's Signature)
Gene W. Anderson, Vice President - Land

102 Inverness Terrace East
(Assignor's Address)

ATTEST: [signature]
Assistant Secretary

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 _____, 1983 By [signature]
(Authorized Officer)
Chief Oil &

FEB 1 1983

[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 mining operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lease 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 COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of May, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires: [illegible]

NOTARY PUBLIC

Maynie J. M. Phillips
Notary Public
102 Inverness Terrace East
Englewod, CO 80112

(1) The adjudication of the assignee's rights to land or mineral 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.

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-54137 , DATED May 20 , 1982, BUT
MADE EFFECTIVE AS OF MARCH 1, 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:

Guaranty Energy Group 19[illegible] General Hydrocarbons Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59103	12.0000%
Taconic Corp Western Associated development Corp. 410-17th Street, Suite 2[illegible]0 Denver, Colorado 80202	6.11676%
Canadian Cheyenne Petroleum Corp. 504 Lancaster Building 300 8th Avenue, S.W. Calgary, Alberta, CANADA [illegible]2P 1C2	3.3642[illegible]%
Jeffery J. Tempas 21 Doral Lane Littleton, Colorado 801[illegible]	.198[illegible]
Sally Robins	.70206%
V. Kathleen Robins	.2340%
Harding A. Orren	.1170%
Bernard Rosenberg	.1170%
Elliot S. Kaplan	.2599[illegible]%
Dale I. Larson	.2599[illegible]%
Lawrence Zelle c/o 33 South Fifth Street Minneapolis, Minnesota [illegible]402	.2599[illegible]%
Energetics 1979 Ltd Partnership, et al 102 Inverness Terrace East Englewood, Colorado 80112	15.202[illegible]
Energetics 1979 A Ltd. Partnership 102 Inverness Terrace East Englewood, Colorado 80112	1.717[illegible]
D & R Energy-79 (MY) 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota [illegible]	4.2000
Bird Canyon Development Partnership c/o Cramer Rosenthal & [illegible]ny 717 Westchester Avenue [illegible] Plains, New York [illegible]04	7.2000%

194823

RECORDED Feb. 14 1983 2:00 P.M.
IN BOOK 670 OF
FEES 400 Fully
[redacted] [redacted] 3 of

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 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 13th day of July, 19 82.

General Partner:
General Hydrocarbons, Inc.
P.O. Box 31515

(Assignee's Signature)
President - Exploration

(Assignee's Address)

Attest: Robin R. Lovell
Assistant Secretary

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.

INSTRUCTIONS

Form to be used only for assignment of record title interests. | submit, at the time assignment is filed, a signed statement

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 13th day of July, 1982, before me, a Notary Public, personally appeared John J. Tonnsen, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the Vice-President - Exploration of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Laurie J. Miller
Notary Public

10-15-84
My Commission Expires

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PART II

W-54437

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 _____.
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 condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 16th day of November, 1982.

Canadian Cheyenne Petroleum Corp.

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

504, 304-8th Avenue S.W.

Calgary, Alberta — T2P 1C2

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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~~ Prov. of Alberta)

COUNTY ~~OF~~ Canada)

CORPORATION

BEFORE ME, the undersigned authority, in and for said ~~county and state~~ Province, on this day personally appeared Hugh J. Le Caine, 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 Canadian Cheyenne Petroleum Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of November, 82.

My Commission Expires:

Notary Public

J. FORBES NEWMAN

NOTARY PUBLIC

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 Corporate Quanfications Number Filed Under C-28369
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 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 24th day of August, 19 82.

TACONIC CORP.

(Assignee's Signature)

Alfred C. Chidester
Executive Vice President

410 17th Street, Suite 2300
(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.

CORPORATION

STATE OF Colorado)
)
)
COUNTY OF Denver)
)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Alfred C. Chidester, 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 Taconic Corp., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of August, 19 82.

My Commission Expires:

September 11, 1984

Helen M. Reeves

Notary Public
Helen M. Reeves

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 6th day of June, 1982.

(Assignee's Signature)

21 Dover Lane
(Assignee's Address)

Littleton Colorado 80123
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____)

On this 6th day of June, 1982, 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.

My Commission Expires

NOTARY PUBLIC

Notary Public
892 Featherwood Ct.
Littleton, Colorado 80120

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, Assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each Leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 29th day of June, 1982

Lawrence Zelle
(Assignee's Signature)

33 South 5th Street
(Assignee's Address)

Minneapolis Minnesota 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 29th day of June, 19 82 before me personally appeared Lawrence Zelle, 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 his free act and deed.

My Commission Expires

BARBARA F. GARVEY
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 5, 1983

Barbara F. Garvey
Notary Public

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each Leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 1st day of July, 1982.

(Assignee's Signature)

33 South Fifth Street
(Assignee's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 1st day of July, 1982, before me personally appeared Dale T. Larson, 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 his free act and deed.

My Commission Expires

December 8, 1984

Mary A. Eakins
Notary Public

MARY A. EAKINS
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Dec. 8, 1984

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 28th day of June, 19 82.

(Assignee's Signature)

33 South Fifth Street
(Assignee's Address)

Minneapolis, Minnesota 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Minnesota)
)
COUNTY OF Hennepin)

On this 28th day of June, 19 82, before me personally appeared Elliot S. Kaplan, 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 his free act and deed.

My Commission Expires

JEANNE L. MEISSER
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 25, 1986

Notary Public

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [X] ~~XXXXXXXXXX~~ Ltd. 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 _____.
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 1 day of June, 19 82.
ENERGETICS 1979-A LIMITED PARTNERSHIP

(Assignee's Signature)
MM&S Partners, by Patrick D. Maher, General Partner

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.

INSTRUCTIONS

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1982, by Patrick D. Maher, General Partner of MM&S Partners as General Partner on behalf of ENERGETICS 1979-A LIMITED PARTNERSHIP, a limited partnership.

My Commission expires:

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

regulatory [illegible]

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

[redacted] [redacted] W[redacted]37

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 29th day of June, 1982.

Drilling Program - 1979

(Assignee's Signature)

Alumoil Corporation
A Partner

530 Parkdale Plaza 1660 S. Hwy 100
(Assignee's Address)

Minneapolis, Mn 55416
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 Minnesota)
)
)
COUNTY OF Hennepin)
)

CORPORATION

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Darryl P. Ekstrom, President known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alumoil Corporation, General Partner 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 29th day of June, 1982.

My Commission Expires:

7-17-87

Carol J. Robinson
Notary Public

CAROL J. ROBINSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 17, 1987

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~~ 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 _____.
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 July, 1982.

Bird Canyon Development Ltd. Partnership

Jordon R. Smith, Partner
(Assignee's Signature)

102 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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of July, 1982, by Jordan R. Smith, General Partner on behalf of Bird Canyon Development Ltd. Partnership, a limited partnership.

My Commission Expires

SEPTEMBER 1984

NOTARY PUBLIC

Notary Public
Inverness Terrace East
Englewood, Colorado 80112

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 24th day of June, 1982.

Bernard Rosenberg
(Assignee's Signature)

33 South Fifth Street
(Assignee's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 24th day of June, 19 82, before me personally appeared Bernard Rosenberg, 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 his free act and deed.

My Commission Expires

6/24/86

Anna M. Boser
Notary Public

ANNA M. BOSER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

3/5

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each Leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 28th day of June, 1982.

Harding A. Orren
(Assignee's Signature)

33 South 5th Street
(Assignee's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 28th day of June, 82, before me personally appeared Harding A. Orren, 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 his free act and deed.

My Commission Expires

6/24/86

Notary Public

M. BOSER
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires June 24, 1986

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 28th day of June, 1982.

Kathleen Robins
(Assignee's Signature)

33 South 5th Street
(Assignee's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 28th day of June, 19 82, before me personally appeared V. Kathleen Robins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

My Commission Expires

6/24/86

Ann M. Boser
Notary Public

ANN M. BOSER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 28 day of June, 1982.

Sally Robins
(Assignee's Signature)

33 South Fifth Street
(Assignee's Address)

Minneapolis, Minnesota 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Minnesota)
)
COUNTY OF Ramsey)

On this 28 day of June, 1982, before me personally appeared Sally Robins, 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 his free act and deed.

My Commission Expires

ELLEN [illegible]SON
NOTARY PUBLIC MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 1, [illegible]

Ellen D. Hanson
Notary Public

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [X] ~~Association~~ Ltd. 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 _____.
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 1 day of June, 1982.

ENERGETICS 1979 LIMITED PARTNERSHIP

(Assignee's Signature)

MM&S Partners, by Patrick D. Maher, General Partner

102 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.

INSTRUCTIONS

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15 day of June, 1982, by Patrick D. Maher, General Partner of MM&S Partners as General Partner on behalf of ENERGETICS 1979 LIMITED PARTNERSHIP, a limited partnership.

My Commission expires:
July 3-83

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

319

2316-44092-00

3160-14
(ber 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-54162

Lease effective date
4-1-76

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

PART I

Assignee's Name

SEE ATTACHED RIDER

Address (include zip code)

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.

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

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

Sublette County, WY

for our 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 8340' on the induction Electical 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

Specify interest or percent operating rights being conveyed to assignee	70% of 50% or	35%
Specify interest or percent operating rights being retained by assignor	30% of 50% or	15%
Specify overriding royalty interest being reserved by assignor		NONE
Specify overriding royalty previously reserved or conveyed, if any		5%

If any payments out of production have previously been created out of the 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

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 HEREBY CERTIFY That the 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 September, 1982.

Belco Resources, Inc.

(Assignor's Signature)

By [signature]

P.O. Box 2329
(Assignor's Address)

Tulsa (City) OK (State) 74101 (Zip Code)

[illegible] Marelli, President

[illegible]
William A. Everett

U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 FEB 4 1983

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section

FEB 4 1983

RIDER

Attached to and made a part of the Transfer, Assignment or Sublease of Operating Rights in 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 Federal Lease W-54162.

ASSIGNEES' NAME AND ADDRESS	PERCENTAGE
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 50% x 70%
MESA PETROLEUM CO. P.O. Box 2009 Amarillo, Texas 79189-2009	36.19050% x 50% x 70%
JOHN J. CHRISTMANN Suite 800 1500 Broadway Lubbock, Texas 79401	5.57142% x 50% x 70%
FLAG REDFERN OIL COMPANY P.O. Drawer 2280 Midland, Texas 79701	5.57142% x 50% x 70%
VERNON T. DELGADO P.O. Box 66 Pinedale, Wyoming 82941	5.57142% x 50% x 70%
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	1.85714% x 50% x 70%
	100% 50% 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 advanced 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 elect to receive such reassignment, same will be delivered by Assignees, without additional burdens, prior to the anniversary date of said lease.

SIGNED: F. H. Merell

DATED: 9-17-82

RECORDED February 17 1983 8:00 A M
IN BOOK 67 Deed PAGE 319
FEES $ 1.25 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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 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 6th day of October, 1982.

MESA PETROLEUM CO.

(Assignee's Signature)

Arthur S. Brewster, Attorney-In-Fact

P. O. Box 2009

(Assignee's Address)

Amarillo (City) Texas (State) 79189 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 the 17th day of September, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared F. H. Merelli, known to me to be the President of Terra Resources, Inc., the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

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

MY COMMISSION EXPIRES:

March [illegible] 1986

Notary Public in and for said County and State

(2) [illegible] tion [illegible] ade [illegible] d status records for the management, di[illegible], and [illegible] of public lands and resources.

(3) Tr[illegible] to appropriate Federal agencies when concurre[illegible] required prior to granting a right in public la[illegible] resources.

(4)(5) [illegible] tion from the record and/or the record will be [illegible]red to appropriate Federal, State, local or [illegible] agencies, when relevant to civil, criminal or [illegible]ory investigations or prosecutions.

EFFE[illegible] OF NOT PROVIDING INFORMATION — If all the information [illegible] provided, the assignment may be rejected.

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-20899.
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 22nd day of October, 1982.

ATLANTIC QUASAR PETROLEUM CO. OF NEW MEXICO

F. W. McWilliams — 1700 Broadway, Suite 707

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

F. W. McWilliams, Attorney in Fact

Denver, Colorado 80290

(City) (State) (Zip Code)

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

GPO 833-089

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 lease or 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 13 day of October, 1982.

JOHN J. CHRISTMANN

(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY
(Assignee's Address)
LUBBOCK, TEXAS 79401

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of 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, 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 will be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignment of rights to the land or resources.

(2) Information furnished in support of notations made on land records for the management, disposal, and use of land and resources.

(3) Transfer to appropriate agencies when conveyance is required or when granting a right in public land or resources.

(4)(5) Information in this 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]

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 ☒ 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.

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 15 day of October, 1982.

MEDFERN OIL COMPANY

(Assignee's Signature)

G. S. Brant, Executive Vice President

P. O. Drawer 2280
(Assignee's Address)

Midland, Texas 79702
(City) (State) (Zip Code)

Acting State Assistant Secretary

U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make 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. *Form* — Use only for assignment of operating rights (*not 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. *Time and Number of Copies* — File three (3) completed and duly signed copies in the appropriate BLM office. A $25 nonrefundable filing fee *must* accompany this instrument. 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.

GPO 833-

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 [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 13th day of October, 19 82.

SHERMAN D. NORTON

(Assignee's Signature)

606 Lubbock National Bank Building

(Assignee's Address)

Lubbock, TX 79401

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of operating rights (including working interest) 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 nine (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. 181, et seq.

PRINCIPAL PURPOSE — The information is to be used in processing the assignment and request for approval.

ROUTINE USES:

(1) The sale of the assignee's rights to the land or resources.

(2) Disclosure of public information in support of land and status records for the management and use of public lands and resources. Disclosure to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(3) Disclosure of 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.

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 13 day of October, 1982.

VERNON E. DELGADO

Vernon E. Delgado
(Assignee's Signature)

Box 66
(Assignee's Address)

Pinedale Wyoming 82941
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 [illegible] land or resources.
(2) Documentation for public information in su[illegible] of notations made on land status records for the [illegible]gement, disposal, and use of public lands and reso[illegible]s.
(3) Transfer to appropriate Federal agencies [illegible] concurrence is required prior to granting a rig[illegible] 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.

327

2316-36023-00

0[illegible]12

Form 14
(Jan 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0134
Expires February 28, 1985

Lease Serial No.
W-0621

Lease effective date
4-1-76

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

PART I

Assignee's Name

SEE ATTACHED RIDER

Address (include zip code)

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. (Describe the lands affected by this transfer, assignment, and/or sublease. 43 CFR 3106.2-3)

Township 29 North, Range 114 West

Section 21: All
Section 28: All

Sublette County, Wyoming

For and only insofar as the operating rights in such lands and lease pertain to [illegible] 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 1-16 well located in the SE/4 SW/4 of Section 16, Township 29 North, Range 114 West.

Total interest or percent of operating rights being conveyed to assignee	70% of 50% or	35%
Total interest or percent of operating rights being retained by assignor	30% of 50% or	15%
Total overriding royalty interest being reserved by assignor		NONE
Total overriding royalty payments reserved or conveyed, if any		5%

If payments out of production have previously been created out of this interest, or if any such payments are 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.

If parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement or 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 subleases or 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, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per lease, as averaged on the monthly basis is 15 barrels or less.

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

Executed this 17 day of December, 1982.

Belco Resources, Inc.

(Signature of Assignor)
Corporate President

18 P.O. Box 2329
(Assignee's Address)

ATTEST:
William H. Evans III
Corporate Secretary

Tulsa (City) OK (State) 74101 (Zip Code)

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

THE UNITED STATES OF AMERICA

Approved effective 1 1982

By James A. Lane
(Authorized Officer)
Chief, Oil & Gas Section

RIDER

Attached to and made a part of the Transfer, Assignment or Sublease of Operating Rights in 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 Federal Lease W-60621.

ASSIGNEES' NAME AND ADDRESS	PERCENTAGE
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 50% x 70%
MESA PETROLEUM CO. P.O. Box 2009 Amarillo, Texas 79189-2009	36.19050% x 50% x 70%
JOHN J. CHRISTMANN Suite 800 1500 Broadway Lubbock, Texas 79401	5.57142% x 50% x 70%
FLAG REDFERN OIL COMPANY P.O. Drawer 2280 Midland, Texas 79701	5.57142% x 50% x 70%
VERNON T. DELGADO P.O. Box 66 Pinedale, Wyoming 82941	5.57142% x 50% x 70%
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	1.85714% x 50% x 70%
	100% 50% 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 advanced 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 elect to receive such reassignment, same will be delivered by Assignees, without additional burdens, prior to the anniversary date of said lease.

SIGNED: F. H. Merrill JB for DATED: 9-17-82

124879

RECORDED January 17 1983 8:00 A.M.
IN BOOK 67 Misc PAGE 327
FEES $ 9.25 Dave Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

Oil & G[illegible] Case Serial No.

PART II

ASSIGNEE'S APPLICATION FOR A[illegible] OF TRANSFER OF OPERATING RIGHTS AND/OR OPERA[illegible]G AGREEMENT (SUBLEASE)

1. Assignee is past 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, a[illegible]'s statement of its qualifications are attached. If previously furnished, identify the serial number of the [illegible] in which filed W-56943
4. As[illegible]'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 prescribed 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 [illegible] BY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of October, 1982.

MESA PETROLEUM CO.

(Assignee's Signature)

Arthur S. Brewster, Attorney-In-Fact

P. O. Box 2009

(Assignee's Address)

Amarillo Tex[illegible] 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.

INSTRUCTIONS

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

On the 17th day of September, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared F. H. Merelli, known to me to be the President of Terra Resources, Inc., the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

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

MY COMMISSION EXPIRES:

March 5, 1986

Notary Public in and for said County and State

(2) [illegible] tions [illegible] on [illegible] tatus records for the management, disp[illegible] and us[illegible] public lands and resources.
(3) Tran[illegible] 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.

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-20899.
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 22nd day of October 19 82.
AMERADA HUSKAR PETROLEUM CO. OF NEW MEXICO

F. W. McWilliams 1700 Broadway, Suite 707

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

F. W. McWilliams, Attorney in Fact

Denver, Colorado 80290

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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. *Form* – Use only for assignment of operating rights (or *working interests)* in oil and gas leases. If the assignment 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 signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* 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 information is not provided, the assignment cannot be [illegible]

GPO 833-059

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF T[illegible]SFER OF OPERATING RIGHTS AND/OR OPERATING AGREEM[illegible]T (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 [illegible] and 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 [illegible] the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the [illegible]se, 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 13 day of October, 1982.

JOHN J. CHRISTMANN

(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 500 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(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 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 compliance with the regulations (43 CFR 3102). If 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 in interest *must* submit, together with evidence of their qualifications to hold the lease interest, seperate 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 43 CFR 2.48(d) provide that you be furnished the following information in connection with your 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 assignee's rights to the land or resources.

(2) Documentation of public information in support of notations made on status records for the management, disposal, and [illegible] 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]RT II [redacted]

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

A. ASSIGNEE CERTIFIES THAT

Assignee is over the age of majority

Assignee is a citizen of the United States

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.

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.

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).

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 15 day of October, 1982.

REDFERN OIL COMPANY

S. Brant, Executive Vice President
(Assignee's Signature)

P. O. Drawer 2280
(Assignee's Address)

Midland, Texas 79702
(City) (State) (Zip Code)

Attest:

Assistant Secretary

U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 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. *Time and Number of Copies* — File three (3) completed and fully signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this instrument. File assignment within ninety (90) days *after* its 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

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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

PART II

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

A. ASSIGNEE DECLARES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 13th day of October, 19 82.

SHERMAN H. NORTON

(Assignee's Signature)

606 Lubbock National Bank Building

(Assignee's Address)

Lubbock, TX 7940[illegible]

(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 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 assignee.

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.

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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] U.S.C. et. seq.

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

ROUTINE USES:

(1) The [illegible] of the assignee's rights to the land [illegible] resources.

(2) Disclosure of public information in support of notices [illegible] and status records for the management of public lands and resources.

(3) [illegible] appropriate Federal agencies when concurrence is sought prior to granting a right in public resources.

(4) [illegible] 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.

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 13 day of October, 1982

VERNON T. DELGADO
Vernon T. Delgado
(Assignee's Signature)

Box 66
(Assignee's Address)

Pinedale Wyoming 82941
(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 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.

GPO 833-050

335

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 18th day of January, 1983, by and between Roy G. Barton, Jr. and Norma J. Barton, formerly husband and wife, herein referred to as assignor, (whether one or more) and Norma J. Barton, a single woman 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 con-~~ division of community property ~~sideration~~ 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 ----------0.8334%---------- of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 30 North, Range 107 West, 6th P.M.

Section 9: E/2, NW/4
Section 10: W/2
Section 14: W/2
Section 15: N/2, SW/4
Section 21: All
Section 22: NW/4
Containing 2400 acres

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Don Gourley, as lessee, bearing No. W 69835 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied 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.

Roy G. Barton, Jr., a single man

Norma J. Barton, a single woman

STATE OF New Mexico
County of Lea } ss.

On this 18th day of January, 1983 before me personally appeared Roy G. Barton, Jr. and Norma J. Barton, formerly husband and wife to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires [illegible] Notary Public

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 22 day of July A. D., 1983 at [illegible] o'clock; P. M. and duly recorded in Book 67 Page 335 of the [illegible] records.

[illegible] of said County.

County Clerk

By [illegible], Deputy

Rec. No. 19191 Fees, $ 4.25

Return to

[redacted] U.S.A. Form 329 [redacted]rinted and for sale by Hall-Poorbaugh Press, ... swell, N. M. [redacted]

ROYALTY ASSIGNMENT

This assignment made and entered into this 18th day of January, 1983,

nd between Roy G. Barton, Jr. and Norma J. Barton, formerly husband and wife

in referred to as assignor, (whether one or more) and Norma J. Barton, a single woman

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

WITNESSETH:

The undersigned assignor for and in the consideration of the ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx-~~ division of community property ~~xxxxx~~ to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) signs, an overriding royalty equal to ---------------------0.8333%--------------------------- market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be ed, saved and marketed from the following described lands situated in the County of Sublette, of Wyoming to-wit:

Township 30 North, Range 109 West, 6th P.M.

Section 10: S/2
Section 11: SW/4
Section 18: E/2
Containing 800 acres

the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Opal Barton, see, bearing No. W 62503 or any extension or renewal thereof; said overriding royalty shall be computed at the same time and in the same manner as royalties payable to the United States of America the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of 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) igns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forfend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all whomsoever lawfully having or claiming an interest therein.

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

Roy G. Barton, Jr., a single man

Norma J Barton

Norma J. Barton, a single woman

STATE OF New Mexico }
County of Lea } ss.

On this 18th day of January, 1983, before me personally appeared Roy G. Barton, Jr. and Norma J. Barton, formerly husband and wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

EXPIRES NOVEMBER 8, 1983

My commission expires

Thelma

Notary Public

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument filed for on the 23 day of February A 1983 at o'clock; P m., and duly orded in Book 67 Page 336 of the Oil & Gas

of said County.

Yake

County Clerk

By Rainey, Deputy

Rec. No. 191912 Fees, $4.00

Return to

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Made in U.S.A. Form 32 Printed and for sale by Hal Poozbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 18th day of January, 1983, by and between Roy C. Barton, Jr. and Norma J. Barton, formerly husband and wife, hereinafter referred to as assignor, (whether one or more) and Norma J. Barton, a single woman hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the division of community property and other good and valuable consideration 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 0.8334% of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 31 North, Range 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, N/4SE/4, S/2SE/4
Section 17: W/2W/2, E/2SW/4, SW/4SE/4
Section 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E/2
Section 20: E/2NE/4, W/2SE/2, W/2, NE/4SE/4
Section 28: E/2SW/4, NW/4SW/4, SW/4SE/4
Section 29: Lots 3, 4, 7
Containing 2352.24 acres

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Hubert R. Ratliff, lessee, bearing No. W 62786 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in manner as royalties payable to the United States of America under the terms of said lease are and paid; and assignee shall be responsible for assignee's proportionate part of taxes and assessments levied against or measured by the production of oil and gas from said land.

The lands in Section 18, 20, 29 have been segregated from W 62786 and assigned a new serial number W 74906.

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 any interest therein.

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

Roy C. Barton, Jr., a single man

Norma J. Barton, a single woman

STATE OF New Mexico
County of Lea } ss.

This 18th day of January, 1983, before me personally appeared Roy C. Barton, Jr. and Norma J. Barton, formerly husband and wife known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires October 3, 1985

Notary Public

STATE OF Wyoming
County of Sublette } ss.

of said County.

I hereby certify this instrument was filed for record on the 2 February A. D., 1983 at 10 o'clock a.m., and duly recorded in Book 67 337 of the

County Clerk

By, Deputy

Rec. No. 35193 Fees, $ 4.50

Return to

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Ruth E. Pennington
1705 - 5th
Dodge City KS 67801

W 36439
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands included were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

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

...luded in the lease: #425 State: Wyoming County: Sublette

194958

T 32 N, R 114 W, 6th Prin Mer, WY

Sec 9: Lots 1, 2, 3, 4, S½N½, S½

21: E½

22: All

23: W½

26: NW¼

RECORDED February 25 1983 8:00 A M
BOOK 67 Oil PAGE 338
FEES $6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

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

...a total of 1973.64 acres | Annual Rental . . . . . $ 987.00

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

Effective date of lease: OCTOBER 1, 1972

THE UNITED STATES OF AMERICA

By Eleanor M. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

September 8, 1972
(Date)

No. 4 ... 7860

36439

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

3. Parcel Number 425
4. State Wyoming

...offers to lease for oil and gas all or any portion of the above-identified ... may be avail... for noncompetitive leasing, and certifies that the ... citizen of the ...d States, an association of such citizens, a partner... organized un... the laws of the United States or any State thereof, or ...zed under ...ws of such a State; (2) applicant's interests in oil ...se, leases, ...ptions do not exceed the limitation provided by the ... of February ...1920, as amended; and (3) applicant is the sole party ...fer and the ...e if issued, or if not the sole party in interest, that ...es of all ... interested parties are set forth on the ... that the successful drawing of this card will ... (4-1158) or 2... 1-3 (4-1196), and to the extent ...ble ... 43 CFR 3102.2 for the described parcel or ...tion ... if ... by the Bureau of Land Management as a ... of this drawing.

...Pennington July 19-1972
...ature of Applicant) (Date)

...h, Dodge City, Kansas 67801
(Address, include zip code)

DO NOT DETACH

338

FOR CLAIMANT

LEASE TERMS

[illegible] grantee [illegible] helium gas [illegible] the [illegible] construct and [illegible] works, buildings, plants, waterways, [illegible] pipelines, reservoirs, tanks, or structures necessary to the full enjoyment of 10 years, and so long thereafter as [illegible] subject to any [illegible] approved by the Secretary of [illegible] and [illegible] the lands [illegible] with the terms of this lease.

[illegible] any bond required by this lease or [illegible] until such bond is filed not to accrue [illegible] (2) To maintain any bond furnished [illegible] for the issuance of this lease. (3) [illegible] double the amount of $2 per acre or [illegible] than $1,000 nor more than $10,000 [illegible] any part of the leased land within the [illegible] a producing oil or gas field. (4) [illegible] of drilling operations and maintain as required by the lease, a bond [illegible] with approved corporate surety, or [illegible] bond as surety, therefor, conditioned [illegible] terms of this lease, unless a bond in [illegible] maintained or unless such a bond of the lessee is accepted. (5) Until a [illegible] and maintain a bond in [illegible] than $1,000 in those cases in which [illegible] the publication [illegible] the owners of [illegible] of the bonds [illegible] bond as [illegible] may permit [illegible] *Within* [illegible] days of demand, [illegible] committed to an approved unit or coop[illegible] is terminated or to the expiration [illegible] of demand made thereafter, to sub[illegible] such reasonable cooperative or [illegible] and operation of the area, field, [illegible] the lands included herein as [illegible] determined to be practicable [illegible] which plan shall adequately protect [illegible] interest, including the United States [illegible] oil and produce all wells necessary to [illegible] drainage by wells on lands not the [illegible] of the United States leased at a [illegible] to which the royalties and rentals are [illegible] are those of this lease, or in [illegible] and production, with the consent of [illegible] Survey, to compensate the lessee [illegible] the estimated loss of royalty through [illegible] determined by said director; (2) at his [illegible] and produce other wells in con[illegible] well spacing or production allotments [illegible] which the leased lands are situated, [illegible] sanctioned by applicable law or by the [illegible] and (3) promptly give due notice in [illegible] such other wells as the Secretary of [illegible] may require in order that the lessee [illegible] and fully developed and produced in [illegible] practice.

[illegible] (1) To pay rentals and royalties [illegible] produced from or removed or sold from the [illegible] lessor in advance an annual rental at [illegible] including the known geologic structure of the gas field [illegible] year a rental of 50 cents per acre [illegible] or partly within the known gas [illegible] or part of the land is included in [illegible] *ture* and for each year thereafter [illegible] of 50 cents on the first [illegible] or fraction of an acre [illegible] or limited to an approved coop[illegible] plan which includes a well spacing [illegible] gas and provides a general [illegible] the requirements of this section in sub[illegible] of the [illegible] shall apply to the [illegible] area [illegible] with the lease year beginning [illegible] the leased lands to pay the lessor [illegible] royalty of $1 per acre or fraction [illegible] each lease year, or the difference [illegible] during the year if less than $ [illegible] minimum royalty of $1 per acre [illegible] the minimum royalty shall [illegible] acreage as herein provided shall be [illegible] as provided in subpara[illegible]

[illegible] (3) To pay the lessor 12½ percent [illegible] sold from the leased lands [illegible] Oil and Gas Operating Regula[illegible]

[illegible] the Secretary of the Interior [illegible] values for purposes of com[illegible] gas, natural gasoline, and other [illegible] consideration being given to the [illegible] for a major part of production or [illegible] to the price received by the lessee, [illegible] relevant matters, and, whenever [illegible] royalties on production shall be [illegible] the last day of the calendar month [illegible] month in which royalty [illegible] shall be [illegible] the lease [illegible] production [illegible] otherwise agreed by the parties [illegible] the lessee as [illegible] royalty [illegible] other products [illegible] day of the calendar month next fol[illegible] be payable [illegible] which he has no control [illegible] may be suspended [illegible] causes or any portion [illegible] be reduced if [illegible] the purpose of encour[illegible] and to the [illegible] necessary, or be [illegible] operation under the terms [illegible]

[illegible] the Secretary [illegible] payments to the [illegible] at the [illegible] 2.2. If there [illegible] oil or gas [illegible] before the [illegible] terminate the lease by operation [illegible] payment [illegible] payment shall [illegible] day. [illegible] with the [illegible] Geological Survey not later than [illegible] thereof any contract or evidence [illegible] or disposition [illegible] gas natural [illegible] the leased lands *Provided*, that [illegible] shall be [illegible] provisions of this lease including [illegible] relating to gas waste [illegible] royalty [illegible] reckoned as based [illegible] in accordance with the Oil and [illegible]

[illegible] At such times and [illegible] to furnish detailed [illegible] quality of all products [illegible]

[illegible] granted [illegible] complete information [illegible] all surveys [illegible] made by or on behalf of the lessee [illegible] leased lands, and an accurate 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 this 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 to the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal resources or other mineral deposits, for conservation of gas or 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 is 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, lessee's payment of.*—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 record all workmen and employees [illegible] freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

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

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

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

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

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

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

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

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

(m) *Assignment of oil and gas lease or interest therein.*—Shall be required by applicable law, to file for approval by the lessor an 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) *Decline in production or failure of reasonable rates of production.*—If owner, or operator, or owner controlling interest in any pipeline or of any company operating the same which may be operated across his or the oil or gas derived from lands under this lease, to accept and convey said oil or gas, if a purchaser of such products to purchase at reasonable rates and without discrimination, the [illegible] Government or of any [illegible] or company not the [illegible] of any pipeline operating [illegible] or purchasing oil [illegible] gas, natural gasoline, or other products under the provisions of the act of August 7, [illegible] 913, 30 U.S.C. sec. 351). (o) *Patented* [illegible] *gas deposits reserved to the* [illegible] with all statutory requirements [illegible] lands embraced herein have [illegible] of under the laws reserving [illegible] of oil and gas therein, subject [illegible] may hereafter be provided by the [illegible]

[illegible] *lands.*—If any of the land in this lease is embraced in a reservation or segregated [illegible] purpose, to conduct operations thereunder in [illegible] such requirements as may be made by the [illegible] of Land Management, for the protection and [illegible] land for the purpose for which it was reserved or [illegible] as may be consistent with the use of the land [illegible] of this lease which latter shall be regarded as [illegible] use unless otherwise provided herein or separately [illegible]

[illegible] *of surface, natural resources and improvements.*—Lessee agrees to take such reasonable steps as may [illegible] prevent operations on the leased lands from [illegible] causing or contributing to soil erosion or damage [illegible] including forage, and timber growth thereon or on non-Federal lands in the vicinity; (2) polluting air [illegible] (3) damaging improvements owned by the United States [illegible] or (4) destroying [illegible] including fossils [illegible] historic ruins [illegible] of the [illegible] any other [illegible] deemed necessary by [illegible]

[illegible] and other excavations [illegible] reasonably possible [illegible] the surface [illegible] access roads to their former condition, [illegible] of structures as and [illegible] required. The lessor [illegible] 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 transport 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 and 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, 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 a point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue gas shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any extraction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to the 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 carrying [illegible] other gas-gathering system and extract the helium and return the gas to the owner thereof without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws and laws, and regulations issued thereunder, or formal agreements among operators regulating either drilling or production, or under unitization, the Secretary of the Interior, or any 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 the producing wells. Any materials, tools, appliances, machinery, fixtures, and equipment not subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, that the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of this lease, or shall make default in the performance or observance of any of the terms hereof (except in the 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 other legal and equitable remedy which the lessor might otherwise have. Waiver of any particular cause of cancellation or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors in interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interests.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and 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 [illegible] of Sec. 3741 of

#1085

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-36439

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

194959

RECORDED February 25 1983 8:10 A M
IN BOOK 67 Orb PAGE 340
FEES $6.00 Lois J Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

1. John Oakason
654 So. 9th East
Salt Lake City, Utah 84102

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) 10-1-72, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T 32 N, R 114W, 6thP.M.
Sec. 9: All
Sec. 21: E½
Sec. 22: All
Sec. 23: W½
Sec. 26: NW¼

Containing 1,973.64 acres m/l

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

4. What part of the record title interest is being retained by assignor(s)? 50%

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

b. What overriding royalties or production payments, if any, were previously reserved 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 26 day of September, 1972

Ruth E Pennington
Ruth E. Pennington (Assignor's Signature) SS#514-28-3509

1705 5th
(Assignor's Address)

Dodge City, Kansas 67801
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1972

By Elmer W. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 7 1972
(Date)

ASSIGNEE'S COPY TO ... ON APPROVAL

reproduced provided that copies are exact reproductions on one sheet of both sides of this official form th the provisions of 43 CFR 3106

FOR CLAIMANT

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

I HEREBY CERTIFY THAT

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

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

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

Executed this 9 day of Sept, 1972

(Assignee's Signature)

John Oakason
654 So. 9th East
Salt Lake City, Utah 84102
(Address, Include Zip Code)

GENERAL INSTRUCTIONS

[illegible]

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

3. If assignee is an association [illegible] assignee [illegible] furnish a certified copy of the [illegible] partnership, with a statement that (a) [illegible] hold oil and gas leases; (b) that the person [illegible] assignment is authorized to act on behalf of the [illegible] such matters, and (c) names and addresses of [illegible] holding more than 10% interest.

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

[illegible] evidence of qualifications and ownership has previously been furnished as required by the above reference by any member of record in which it was filed together with a [illegible] as to any amendments. Qualifications of assignee must [illegible] compliance with the regulations (43 CFR 1862).

4. [illegible] of Interests — Assignee must indicate whether [illegible] not he is the sole party in interest in the assignment. [illegible] assignee must submit, at time assignment is filed, a [illegible] 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 [illegible] ing the nature and extent of the interest of each, the [illegible] of agreement between them, if oral; and a copy of agreement [illegible] written. All interested parties must furnish evidence [illegible] their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

STATE OF Kansas
COUNTY OF Ford } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of October, 19[illegible], personally appeared Ruth E. Yunker [illegible]

and [illegible]

to me known to be the identical person who described in and who executed the within and foregoing instrument of [illegible] 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 10 Oct 1973

Reba Joe Hands
Notary Public

This form is submitted in lieu of official Form 3100-5 and contains all of the provisions thereof as of the date of filing of this Assignment [illegible]

#1085

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-36439

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

194960

LAND OFFICE USE ONLY
New Serial No.

RECORDED February 25 1983 8:00 AM
IN BOOK 62 Oil PAGE 342
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Clements

1. F. C. Grigsby
P. O. Box 2133
Casper, Wyoming 82601

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) October 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T 32 N, R 114 W, 6th PM, Wyoming
Sec. 9: Lots 1,2,3,4, S½N½, S½
Sec. 21: E½
Sec. 22: All
Sec. 23: W½
Sec. 26: NW¼

Containing 1,973.64 acres m/l

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.) Three percent (3%)

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 1st day of December, 1972

Ruth E. Pennington (Assignor's Signature) SS#514-28-3509 — 1705 5th, Dodge City, Kansas 67801 (Assignor's Address)

Ruth E. Pennington

John Oakason SS#529-05-6400 — 654 So. 9th East, Salt Lake City, Utah 84102 (City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JAN 1 1973 By Kenneth W. Lance (Authorized Officer)

ASSIGNEE [illegible] Chief, Oil and Gas Section (Title) FEB 14 1973 (Date)

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

FOR CLAIMANT

Oil & Gas [illegible] 18
Revised [illegible] ATMENT

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3-4 3

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of DEC 18 1972, 19

F. C. Grigsby
(Assignee's signature)

F. C. Grigsby
P. O. Box 2133
Casper, Wyoming 82601
(Address, include zip code)

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

GENERAL INSTRUCTIONS

[illegible]

SPECIFIC INSTRUCTIONS

PART I

Item 7 — Type or print plainly in ink, between and below heavy lines, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

[illegible]

STATE OF [illegible] } ss.
COUNTY OF [illegible]

BE IT REMEMBERED, that on this [illegible] day of December, 19[illegible], before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared [illegible]

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

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

My commission expires [illegible]

Notary Public

This form is submitted in lieu of official [illegible] as set forth in the provisions thereof as of the [illegible] 3106-5 and contains [illegible] of this Assignment [illegible] the only addition to [illegible]

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

F. H. E. Pennington

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 4th day of December, 1972, before me personally appeared John Oakason the signor s of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:

5-20-76

Patricia R. Hubbard
Notary Public
Residing in Salt Lake City, Utah

LIMITED LIABILITY REASSIGNMENT PROVISION

In the event Assignee herein, or its assigns, desires to surrender this lease, or any part thereof, said Assignee agrees to notify Assignor herein of such intention to surrender by certified or registered mail addressed to Assignor at his last designated address at least 30 days in advance of the next succeeding rental anniversary of this lease. Assignor shall have 10 days from the date of the mailing of said notice in which to give Assignee written notice that Assignor desires to take a reassignment of all or any part of this lease which the Assignee desires to surrender and, upon receipt of such notice, Assignee shall execute and mail to the Assignor such Assignment. It is further provided that Assignee shall not be liable to Assignor for any failure or breach of obligations hereunder to a per net acre extent exceeding the per net acre amount paid by Assignee to Assignor for this assignment. If Assignor fails to give Assignee such written notice or advises Assignee that Assignor does not desire to take a reassignment, then all of Assignor's rights to reassignment shall cease and terminate as to all or any part of this lease covered in the aforementioned notice from Assignee to Assignor.

Serial: WYOMING 36439

REB JO Initialed for Identification:

345

Form 3370-5
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 42-R1599

Serial No.
WYOMING 36439

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

194961

1. CHORNEY OIL COMPANY
Post Office Box 164
Casper, Wyoming 82601

RECORDED February 25 1983 8:00 P.M.
IN BOOK 67 Misc PAGE 345
FEES $6.00 Nancy Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Nancy M. McKenzie

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) October 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 32 North, Range 114 West, 6th P.M.
Section 9: Lots 1,2,3,4, S½N½, S½
Section 21: E½
Section 22: All
Section 23: W½
Section 26: NW¼

Containing 1973.60 acres, m/l Sublette County, Wyoming

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Three percent (3%)

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

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

Executed this 2 day of April 1973

F.C. Grigsby (Assignor's Signature)

President (Assignor's Address)

Casper (City) Wyoming (State) 82601 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION ITEM 2

Assignment approved effective MAY 1 1973 By [illegible] (Authorized Officer)

Chief, Oil & Gas Section

MAY 22 1973

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 23 day of April, 19 73

CHORNEY OIL COMPANY
P. O. Box 14[illegible], Casper, Wyoming 82601

By: [signature] (Assignee's Signature) Vice President
L. Stanley
ATTEST: [signature] Asst. Secretary

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. Use of form — Use only for assignment of record title interest in oil and gas leases. **Do not use for assignments of working or royalty interests, operating agreements, or subleases.** An assignment of record title may only cover lands in **one** lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with **each** assignment.
2. Filing and **number of copies** — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee must accompany assignment. File assignment within **ninety (90) days after** final execution.
3. Effective **date of assignment** — Assignment, if approved, takes effect on the first day of the month following the date of filing of **all** required papers.
4. **Overriding royalties or payments out of production** — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. **Effect of Assignment** — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with **all lease terms and conditions**, including timely payment of annual rental and maintenance of any required bond; **except** in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. **Certification of Assignee**

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

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

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

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

STATE OF 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 2nd day of April, 19 73, personally appeared F.C. Grigsby

and , to 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

MARY L. TAYLOR — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Dec. 12, 1975

Mary L. Taylor
Notary Public

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Form 3100-13
(Formerly 4-1175)
MTN STATES LITHO

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
WYOMING 36439
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
October 1, 1972
New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

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

(name) PACIFIC TRANSMISSION SUPPLY COMPANY
(address) 245 Market Street
San Francisco, California 94105

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed) 194962

Township 32 North, Range 114 West, 6th P.M.
Section 9: Lots 1,2,3,4, S½N½, S½
Section 21: E½
Section 22: All
Section 23: W½
Section 26: NW¼

Containing 1973.66 acres, m/l
Sublette County, Wyoming

RECORDED February 25 1983 8:00 AM
IN BOOK 67 Oil PAGE 347
FEES $6.00 Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McKinney

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

3. What interest is being conveyed to assignee? seventy-five percent

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

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

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

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

Executed this 18 day May, 19 73
CHORNEY OIL COMPANY
By [signature]
President (Assignor's Signature)
ATTEST: [signature]
Asst. Sec.

CHORNEY OIL COMPANY
P. O. BOX 14
CASPER, WYOMING 82601
I. R. # 83-0103704
(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.

UNITED STATES OF AMERICA

BLANKET REQUEST FOR APPROVAL IN FILE U-03406-20

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective JUL 1

Date approved JUL 16 1973

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

*Lease extended under 43 CFR 3128.5 to e[illegible]

NOTE: Photocopies may be reproduced.

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

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

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

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

3. Is the filing fee of $10 attached? ☐ Yes ☐ No

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

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

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

This form is submitted in lieu of official **Form 3120–13** and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official **Form 3120–13**

Executed this day of , 19

with acknowledgment added

(Assignee's Signature)

(Address)

INSTRUCTIONS

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

2. *Qualifications of assignee.* Assignee *must* indicate whether he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same information as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must file a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3126.9. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3126, of which sections 3126.1–6 relate to assignments of such leases or interests therein.

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

Form 3120–13
(DECEMBER 1960)
(formerly 4–1178)

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 18th day of May, 1973 by Raymond Chorney, Pres. (of) (and) Chorney Oil Company.

Witness my hand and official seal.

My commission expires:

[illegible] A. [illegible] - Notary Public
[illegible] State of Wyoming
My Commission [illegible]

Dorothy A. Bass
Notary Public

349

Form 3000-5
Facsimile Reproduction
Prairie Publishing Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-36439

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

PACIFIC TRANSMISSION SUPPLY COMPANY
245 Market Street
San Francisco, California 94105

1.

07 APR 2083 10 A

This undersigned, as owner of 24 percent of record title of the above-designated oil and gas lease issued effective (date) 10-1-72, 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) 194963

SUBLETTE COUNTY, WYOMING
Township 32 North, Range 114 West, 6th P.M.
Section 9: Lots 1,2,3,4, S½N½, S½
Section 21: S½
Section 22: All
Section 23: W½
Section 26: W½

Containing 1921.64 acres/lease

RECORDED February 25 1983 8:20 P.M.
IN BOOK 67 Misc PAGE 349
FEES $6.00 Doris Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Sarah M. Blue

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? (See Item 4 of General Instructions specify percentage.) NONE

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

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

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

Executed this 18th day of January, 19 80

CHORNEY OIL COMPANY

Raymond Chorney, President
(Assignor's Signature)

ATTEST: Asst. Sec.

CHORNEY OIL COMPANY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80295
I.D. # 83-0203704
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective Dec. 1 1980

By Harold H. Richards
(Authorized Officer)
Chief, Br. of Lands & Minerals Operations

DEC 1 1980

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States — **For qualifications see U-38700**
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this 29 day of January, 19 80

C. T. Clark Jr., by his execution hereof, certifies that there is no agreement or understanding between Pacific Transmission Supply and the undersigned, either oral or written, by which the undersigned has received or is to receive any interest in the lease, including royalty interest or interest in any operating agreement under such lease.

PACIFIC TRANSMISSION SUPPLY COMPANY

By: C. T. Clark

C. T. Clark, Jr. (Assignee's Signature) Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED IN W-56943 AND SUCH AUTHORITY IS STILL IN EFFECT.

245 Market Street, San Francisco, CA 94105
(Address, include zip code)

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

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least forty-five (45) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

PART II

A. Qualification of Assignee

If assignee is an association or partnership, assignee **must** furnish a [illegible] of its articles of association or partnership, with a statement [illegible] 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 [illegible]; and (c) names and addresses of members controlling more than 10%.

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 [illegible] to hold oil and gas leases; (c) that officer executing assignment is [illegible] to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by aliens or those [illegible] citizens outside the United States. If 10 percent or more of the

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

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

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond Cherney - President

CHERNEY OIL COMPANY

this 13th day of January, 19 80.

Witness my hand and official seal.

Nancy E. Ramos
Notary Public

My commission expires 26, 1983

3520

Form 1000-5
(June 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. W 36439

Lease effective date
October 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Assignee's Name

ural Gas Corporation of California

Address (include zip code)

Market Street, San Francisco, CA 94106

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

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

194964

T. 22N, R114W, 6th PM
Sec. 9: Lots 1,2,3,4, S½N½, S½
Sec. 21: E½
Sec. 22: All
Sec. 23: W½
Sec. 26: NW¼

RECORDED February 25 1983 8:00 AM
IN BOOK 67 Oil & Gas PAGE 351
FEES $8.00 Lois J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Containing 1,973.64 acres, m/l, Sublette County, Wyoming

Entirety interest or percent of assignor's record title interest being conveyed to assignee	100%
Entirety interest or percent of record title interest being retained by assignor, if any	None
Specify overriding royalty being reserved by assignor *reduced in proportion to interest assigned; contingent interest in net profits (see attached)	6.25% *
Specify overriding royalty previously reserved or conveyed, if any	5%

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

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

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

Executed this 10 day of OCTOBER 1980, 19

Pacific Transmission Supply Company

R. C. Thompson
(Assignor's Signature)
R. C. Thompson (Attorney-in-Fact)

245 Market Street
(Assignor's Address)

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN W-56943 AND SUCH AUTHORITY IS STILL IN EFFECT.

San Francisco, CA 94105
(City) (State) (Zip Code)

THE UNITED STATES OF AMERICA

BLANKET REQUEST FOR APPROVAL IN FILE

W- 379

Approved effective DEC 1 1980

By Harold G. Stinnecombe
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations DEC 1 1980
(Title) (Date)

351

Original

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 [illegible] 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

[illegible] Act of 1974 and the regulation in 43 CFR 2.48(d) [illegible] that you be furnished the following information in [illegible] with information required by this assignment and [illegible] 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 assignee's rights to the land or resources.

[illegible] documentation [illegible] public information in support of notations made on [illegible] status records for the management, disposal, and [illegible] public lands and resources.

[illegible] transfer to [illegible] State Federal agencies when concurrence is required prior to granting a right on public lands or resources.

(4) [illegible] information from the record and/or the record will be [illegible] 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.

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 15th day of February, 1983, before me, Beverly J. Crawford, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared R. C. Thompson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/~~she~~ subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

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

OFFICIAL SEAL
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986

Beverly J. Crawford
Notary Public in and for said
City, County and State

The interest in net profits is computed on the basis of multiple leases and applicable only in such months, if any, when net production revenues (gross production revenues attributable to the leasehold interests assigned less all payments for royalties, overriding royalties -- including the 1/16th ORR reserved herein -- and any other interests payable out of production attributable to such interests) exceed the total of (i) current costs for the exploration, development, equipping, operation, and maintenance of the interests assigned and (ii) all previous unrecovered costs for such purposes in connection with such leasehold interests by an amount greater than the total current net amount payable to Assignor under the 1/16th ORR for all such leasehold interests; in any such month, Assignor will be entitled to one-half of the difference between the amount of such excess of net production revenues over the total of such current and previous costs and such amount payable under the 1/16th ORR.

[redacted] STATE OF WYOM[redacted]L AND GAS LEASE [redacted]

ALL MEN BY THESE PRESENTS: That I, we, Judy S. Holcomb, Box 177, Englewood, Colorado 80151, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 82-0032, and covering land situate in Sublette County, Counties, described as follows:

Township 31 North, Range 114 West
Section 36: W½

containing 320 acres more or less, for and in consideration of the sum of Ten and no/100---------- Dollars ($) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto American Quasar Petroleum Co. of New Mexico (see attached Exhibit "A") of 1700 Broadway, 707 United Bank Tower, Denver, CO 80290, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

194977

RECORDED Feb 25 1982 3:00 PM
IN BOOK 67 OR PAGE 854
FEE 7.25 Lois J. Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy M. Lewis

SUBLETTE COUNTY, WYOMING
Township 31 North, Range 114 West
Section 36: W½

containing 320 acres, more or less, reserving, however, unto assignor none and previously reserved 5/8ths (Five percent of eight-eighths)

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

IN WITNESS WHEREOF, this instrument executed this 5th day of March, 1982.

Judy S. Holcomb
Assignor-Lessee

By
President

Attest:

Colorado
Arapahoe } ss.

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

BE IT REMEMBERED ME the undersigned, a Notary Public, in and for said County and State, on this 5th day of March, 1982, personally appeared

Judy S. Holcomb

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

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

My Commission expires 9-28-84
Notary Public

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as maintained by said lease, by registered or certified mail, addressed as follows:

Judy S. Holcomb, P. O. Box 177, Englewood, Colorado 80151

Assignee shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have 10 days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the 10th day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification
Executed this 5th day of March, 1982

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF ASSIGNMENT
for State of Wyoming Lease #82-0032
Dated March 5, 1982

rican Quasar Petroleum Co. of New Mexico 00 Broadway, Suite 707 nver, Colorado 80290	33.33334%
Limited Partnership . Box 2009 illo, Texas 79189	33.33333%
J. Christmann Broadway, Suite 800 bock, Texas 79401	10%
non T. Delgado . Box 66 dale, Wyoming 82941	10%
-Redfern Oil Company 0 Wall Towers W. . Box 2280 land, Texas 79702	10%
man H. Norton and Ronda L. Norton, Tenants and not as Tenants by the entirety bock National Bank Building ite 600 bock, Texas 79401	3.33333%

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, TEXACO Inc., a Delaware corporation, hereinafter called "Assignor", whose address is P. O. Box 2100, Denver, Colorado 80201, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, grant, assign, transfer and convey unto Thomas A. Chorney, hereinafter called "Assignee", whose address is 732 Metrobank Building, 475 17th Street, Denver, Colorado 80202, their successors and assigns, all of Texaco's right, title and interest in and to the following Oil and Gas Leases in Sublette County, Wyoming

W-6965: Oil and Gas Lease dated March 15, 1976 between Lester Pape and Son Ranches, Inc., Box 44, Daniel, Wyoming 83115, Lessor, and Inter-American Petroleum Corporation and Thomas A. Chorney, Denver, Colorado, Lessee, recorded in Book 52 Oil and Gas, page 572 and covering the following described lands situated in Sublette County, Wyoming:

Township 34 North, Range 111 West
Section 4: Lot 4
Section 5: Lots 1,2,3,4, S½NW¼, SW¼NE¼, NW¼SE¼, NE¼SW¼

Township 35 North, Range 111 West
Section 32: SE¼SW¼, S½SE¼, NE¼SE¼
Section 33: W½SW¼

containing 638.18 acres, more or less.

W-6966: Oil and Gas Lease dated March 15, 1976 between Mary H. Pape, Individually and as Executrix of Lester Pape, Box 44, Daniel, Wyoming 83115, Lessor, and Inter-American Petroleum Corporation and Thomas A. Chorney, Denver, Colorado, Lessee, recorded in Book 52 Oil and Gas, page 570 and covering the following described lands situated in Sublette County, Wyoming:

Township 34 North, Range 111 West
Section 4: Lots 1,2,3, S½N½, SE¼, E½SW¼, NW¼SW¼
Section 5: SE¼NE¼, NE¼SE¼
Section 9: N½N½

Township 35 North, Range 111 West
Section 33: E½

containing 1,116.17 acres, more or less.

This Agreement is made without warranty of title, either express or implied, between Assignor and Assignee, and is subject to the provisions, covenants and obligations as contained in the above-described Oil and Gas Leases and by that certain Assignment dated June 7, 1976 between Thomas A. Chorney, Assignor and Texaco Inc., Assignee.

IN WITNESS WHEREOF, this instrument is executed this 1st day of February, 1983.

TEXACO Inc.

By K. L. Morgan
Agent and Attorney-In-Fact

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

The foregoing instrument was acknowledged before me this 1st day of February, 1983, by K. L. Morgan, The Agent and Attorney-In-Fact of TEXACO Inc., a corporation.

WITNESS My hand and official seal.

Margaret B. Smith
Notary Public

My commission expires: Aug 23, 1983

194978

RECORDED February 25 1983 3:00 P M
IN BOOK 67 Oil PAGE 356
FEES $6.00 Dora J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

358

Filed for record the 16th day of April A.D. 1981 at 10:00 o'clock A.M. Dept. of the Interior, Bureau of Land Management, P.O. Box 1828, Cheyenne, Wyoming, 82001. (16 April 1981) by Mark A. Reisch

Serial

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN FEDERAL OIL AND GAS LEASE

KINTZEL BLUE PRINT CO. CASPER WYOMING

WHEREAS, heretofore on the 1st. day of October 1952, 19 ....., a certain oil and gas lease, being Serial No. W.018349, was made and entered into by and between the United States of America, as Lessor, and Morris Kline, former address P.O. Box 974, Cheyenne Wyoming and present address P.O. Drawer 2587, Fort Walton Beach, Florida, as Lessee, upon and covering lands hereinafter described belonging to the United States of America,

and

WHEREAS, the above described oil and gas lease, in so far as it covers the land hereinafter described, is now owned by El Paso Natural Gas Co., assigned from Hondo Oil and Gas Co. with owner of record being Morris Kline of Fort Walton Beach, Florida

hereinafter called "Assignor", who is desirous of assigning the below described overriding royalty interest in such oil and gas lease unto Mark Reisch, of 14 Mimmosa St. Fort Walton Beach, Florida

hereinafter called "Assignee", in so far as such oil and gas lease covers the land hereinafter described:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Assignee to assignor, the receipt and sufficiency whereof is hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, assign, and convey unto

Mark Reisch

his heirs, successors, and assigns, as an overriding royalty one percent of all of the oil, gas, and other hydrocarbon substances in and under and which may hereafter be produced and saved pursuant to the terms of the aforementioned lease from the following described land situated in the County of Sublette, State of Wyoming, to-wit:

T.30N.R.108 W., sec.3 SW¼SE¼, sec.14, SW¼SE¼ and NW¼NW¼, sec.17SE¼SE¼ sec.18, NE¼NE¼, sec22, NE¼SW¼, and sec.23, SW¼NE¼,

T.31n R108 W. sec.~~xx~~ 33, SW¼SE¼ and NW¼ NE¼, all in 6th. PM.

104983 a total of 360 acres, more or less.

RECORDED February 28 1983 8:00 A.M.
IN BOOK 67 Misc Rec PAGE 358
FEES 15.00 Fee Paid COUNTY CLERK
SUBLETTE COUNTY CLERK

The overriding royalty herein assigned is assigned to Assignees herein in the following proportions, to-wit:

One per cent

and retaining for himself the balance of 3% of royalty of said lease.

Assignor agrees to deliver such percentage of all of the oil, gas, and other hydrocarbon substances produced and saved from said property under the terms and provisions of said lease, as an overriding royalty, at the well or wells on said land to Assignee or to Assignee's credit in the pipe line or lines to which such well or wells may be connected free and clear of all drilling, developing, and operating costs and expenses, but Assignee shall bear and pay all taxes of every nature whatever which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production therefrom. It is expressly provided that no overriding royalty shall be paid or shall accrue upon any oil, gas, casinghead gas, or other hydrocarbon substances used for operating, development, or production purposes upon said above described lands or unavoidably lost, and no overriding royalty shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said above described lands.

No obligations, either express or implied, shall arise by reason of the assignment herein to Assignee of an overriding royalty interest, which shall obligate the Assignor to keep and maintain the above described oil and gas lease in force and effect either by the payment of rentals, compensatory royalties, or other payments, or by the drilling of any well or wells upon the lands covered thereby with respect to which an overriding royalty interest in said lease is herein assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas, and other hydrocarbon substances if, as, and when produced and saved at the will of Assignor from said land under the terms and provisions of said lease, and Assignor herein, his heirs, assigns, and legal representatives may surrender said lease or any part thereof at will and without liability to Assignee, his heirs, assigns, or legal representatives.

Assignor hereby reserves unto himself the right at any time, without the consent of Assignee, to commit the oil and gas lease above described, or any part thereof, and/or the overriding royalty interest herein granted, or any part thereof, to any cooperative or unit plan or plans of operation or development which may result in merging and uniting the land last above described, either in whole or in part, with other lands, and which may be acceptable to the Secretary of the Interior under Section 27 of the Act of Congress approved February 25, 19[illegible] (41 Stat. 437), as amended, or under any other applicable laws, rules or regulations hereafter passed or [illegible]; and if an [illegible] unit or cooperative [illegible] of operation or development is adopted, and is so approved by the Secretary [illegible] not, if such [illegible] be required, the [illegible] ding royalty interest of Assignee applicable to that portion of the above described [illegible] which is [illegible] within such plan shall [illegible] computed on the basis of the production from the unitized area properly allocable to that portion of [illegible] perty described above [illegible] which is encompassed within said unit or cooperative plan, in accordance with the provisions of such pl[illegible]

If for any reason the interest acquired by Assignor in said lease is less than the entire leasehold interest (apart from the overriding royalty herein assigned) in the property covered by said lease which is described above, then the overriding royalty interest conveyed to Assignee herein shall be reduced in the same proportion in which the rights of Assignor are determined to be less than the entire leasehold interest in the property described above (exclusive of the overriding royalty herein conveyed).

Assignor, for himself, his heirs, assigns, and legal representatives, hereby agrees to warrant and defend the title to the overriding royalty interest herein assigned against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof by, through, or under Assignor, but not otherwise.

All of the provisions hereof shall extend to and be binding upon the respective heirs, successors, assigns, and legal representatives of the respective parties hereto.

While the terms "Assignor" and "Assignee" and the respective verbs applicable thereto are used herein in the singular number, and all pronouns referring to Assignor and Assignee, respectively, are used in the singular number, masculine gender, the provisions of this assignment shall nevertheless apply to and be binding upon all of the respective parties who may execute this assignment as Assignor and Assignee, regardless of the number of or gender of the respective party or parties comprising the parties referred to herein as "Assignor" and "Assignee".

This assignment is subject to the terms and provisions of the above described lease and is subject to the approval of the Director of the United States Bureau of Land Management and to the applicable statutes, rules, and regulations of any governmental authority having jurisdiction.

IN WITNESS WHEREOF, this instrument is executed this 29th day of March 1981, 19

WITNESS: (Name and Address.)

Kathy Turner
[illegible] 8th Ave Apt 29
Niceville Fl 32579

Mark Lewandr
[illegible] Ohio Pl.
Ft. Walton Fl. 32548

Morris Kline
Morris Kline.
P.O.Drawer 2587
Fort Walton Beach, Florida.

Cheryl R. Howell 32548

THIS IS A CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT.

MY COMMISSION EXPIRES 1-25-85

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born yes. Naturalized ..... Corporation or other legal entity (specify what kind) Individual
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over; or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of the foregoing assignment of an overriding royalty interest, provided such assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 100,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

Executed and witnessed this 8th day of April, 1981

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

WITNESSES: (Name and Address.)

Kathy Turner
[illegible] 8th Ave Apt 29
Niceville Fl 32579

Mark Lewandr
[illegible] Ohio Pl.
Ft. Walton Fl. 32548

Mark Reisch
(Assignee's signature)
414 MIMOSA ST. N.W.
(Address)
FT. WALTON BEACH, FLA 32548

Mark Reisch (Assignee's signature)
414 Mimosa St. N.W.
(Address)
Fort Walton Beach, Florida
32548

A CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT.

Cheryl R. Howell
MY COMMISSION EXPIRES 1-25-85

State of Florida
County of Okaloosa } SS

The foregoing instrument was acknowledged before me by Morris Kline, this 25 day of February, 1983.

Witness my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires: AUG. 16, 1985

Assignment approved effective ..... THE UNITED STATES OF AMERICA

By ..... (Title)

309

Approved February 18, 1978.

360

Federal 10-28
WY-349

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1596

Lease Serial No.
W68454

Lease effective date
September 1, 1979

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

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 28: SW¼SW¼
Containing 40.00 acres more or less in Sublette County, Wyoming.
Limited in depth from the surface of the ground down to a depth of 10,306 feet.
This assignment is made subject to all terms, conditions and provisions of that certain agreement between William H. Martin, R. Ken Williams, Edward H. Judson, P. D. Anderson & Sons and Energetics, Inc. dated February 25, 1980.

195001

RECORDED March 1983 8:00 A.M.
IN BOOK 67 OR 67 PAGE 360
FEES 6.00
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	75.9167%
4. Specify interest or percent of operating rights being retained by assignor	24.0833%
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	13.5%

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 2nd day of June, 19 82., but made effective as of the date of first production from the Federal #10-28 well located in the NW¼ of Section 28, T27N-R111W, Sublette County, Wyoming.

MARTIN PARTNERS
By: [signature]
(Assignor's Signature)
P. D. Maher
Executive Vice President

102 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 FEB 1983

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 7 1983
(Date)

[redacted] [redacted] [redacted]

[redacted] F [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 X Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously filed, identify the serial number of the record in which filed MT-065500.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres of 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 3rd day of June, 1982.

ENERGETICS, INC.

By: [signature] mlb — 102 Inverness Terrace East
(Assignee's Signature) — (Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST: [signature] — Englewood, Colorado 80112
Lou Switzer, Assistant Secretary — (City) (State) (Zip Code)

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of June, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:
My Commission Expires June 24, 1983

[signature]
Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

provide that you be furnished the following information in

State of Colorado)
) ss
County of Arapahoe)

Before me, Elaine A. Chapman, a Notary Public, on this day personally appeared Patrick D. Maher, General Partner of MM&S Partners, a partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the General Partner of MM&S Partners, a partnership, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and as the act of said partnership.

Given under my hand and seal of office this 2nd day of June, 1982.

My Commission expires:

[signature]
Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

362

#10-28 Well
wy-349

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-68454

Lease effective date
September 1, 1979

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 75.9167 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 28: SW¼SW¼
Containing 40.00 acres, more or less, in Sublette County, Wyoming.
Limited in depth from the surface of the ground down to a depth of 10,306 feet.
This Assignment is made subject to all terms, conditions and provisions of that certain agreement between William H. Martin, R. Ken Williams, Edward H. Judson, L. D. Anderson & Sons and Energetics, Inc. dated February 25, 1980.

195002

RECORDED March 7 1983 8:00 AM
IN BOOK 67 Orig PAGE 362
FEES 41.25 Lang Yale COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	57.1667%
4. Specify interest or percent of operating rights being retained by assignor	18.75%
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~~	13.5%

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 2nd day of June, 1982, but made effective as of the date of first production from the Federal #10-28 well located in the NW¼ of Section 28, T27N, R111W, Sublette County, Wyoming.

ENERGETICS, INC.

BY: _____ (Assignor's Signature)
Gene W. Anderson, Vice President - Land

102 Inverness Terrace East (Assignor's Address)
Englewood, Colorado 80112 (City) (State) (Zip Code)

ATTEST: _____
Assistant 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 FEB 1 1983

By _____ (Authorized Officer)
Chief, Oil & Gas Section

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 3rd day of June, 19

My Commission Expires:

Oct. 22, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER 68454, DATED June 2, 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:

Bird Canyon Development Ltd. Partnership c/o Cramer Rosenthal & Company 717 Westchester Avenue White Plains, New York 10604	- an undivided	9.3750%
D & R Energy Program-79 (YE) 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	4.6875%
Croyal I Ltd. 717 Westchesther Avenue White Plains, New York 10604	- an undivided	18.7500%
Burton G. Ross, Trustee Darryl P. Ekstrom '79 Trust West Parkdale Plaza, Suite 530 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	2.2500%
Herbert Fear Route 4 Salem, Illinois 62881	- an undivided	5.2500%
Guaranty Energy Group 1979 X General Hydrocarbons, Inc. Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59107-1515	- an undivided	7.5000%
Carl N. Rennert Rennert & Associates 770 Grant Street, Suite 249 Denver, Colorado 80203	- an undivided	3.3611%
Solly Robins	- an undivided	1.6877%
V. Kathleen Robins	- an undivided	.5625%
Harding A. Orren	- an undivided	.2813%
Bernard Rosenberg	- an undivided	.2813%
Elliot S. Kaplan	- an undivided	.6249%
Dale I. Larson	- an undivided	.6249%
Lawrence Zelle c/o 33 South Fifth Street Minneapolis, Minnesota 55[illegible]	- an undivided	.6249%
J. R. Smith 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	.3056%

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

Assignee is over the age of majority

Assignee is a citizen of the United States

Assignee is [ ] Individual [ ] Municipality [X] ~~Association~~ 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 ---------- .

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.

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).

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 lease 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 July, 1982.

Bird Canyon Development Ltd. Partnership

(Assignee's Signature)

Jordan R. Smith, Partner

102 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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 14th day of July, 1982, by Jordan R. Smith, General Partner on behalf of Bird Canyon Development Ltd. Partnership, a limited partnership.

My Commission Expires:

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

366

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~~ Ltd 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 _____.
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 13th day of July, 1982.

Alumenco Inc.
A Partner

(Assignee's Signature)

530 Parkers Plaza, 1660 S. Hyw/ay
(Assignee's Address)

Minneapolis Mn 55416
(City) (State) (Zip Code)

STATE OF Minnesota)
)
COUNTY OF Hennepin)
)

CORPORATION

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Darryl P. Ekstrom, President known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alumenco, Inc., General Partner 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 13th day of July, 19 82.

My Commission Expires:
7-17-87

Carol J. Robinson
Notary Public

CAROL J. ROBINSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 17, 1987

STATE OF _____)
)
COUNTY OF _____)

INDIVIDUAL

_____ day of _____, 19___, before me

[redacted] person desc[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~~ Ltd. 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 _____.
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 2 day of July, 1982.

(Assignee's Signature)

717 Westchester Avenue
(Assignee's Address)

White Plains NY 10604
(City) (State) (Zip Code)

STATE OF New York)
)
COUNTY OF Westchester)

CORPORATION

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Edward J. Rosenthal, 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 Lease Investors 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 2nd day of July, 1982.

My Commission Expires:

Notary Public

NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Westchester County
Term Expires March 30, 1984

STATE OF _____)
)
COUNTY OF _____)

INDIVIDUAL

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.

368

W-62117

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

I CERTIFY 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.

II. 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.

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

Executed this 12th day of July, 1982

(Assignee's Signature)

3750 IDS Center
(Assignee's Address)

Burton G. Ross, Trustee,
Darryl P. Ekstrom 1979 Trust

Minneapolis, MN 55402
(City) (State) (Zip Code)

[illegible] department or agency of the

AUG 8 1982

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

INDIVIDUAL

On this 12th day of July, 1982, before me personally appeared Burton G. Ross, Trustee, Darryl P. Ekstrom 1979 Trust, 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 his free act and deed.

My Commission Expires

Notary Public

CAROL A. DUFAULT
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
MY COMMISSION EXPIRES APR. 6, 1984

[redacted] [redacted] [redacted] W-6217

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 6th day of July, 1982.

Herbert H. Deen
(Assignee's Signature)

R. R. #4
(Assignee's Address)

Salem, Illinois 62881
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Illinois)
)
COUNTY OF Marion)

On this 6th day of July, 19 82, before me personally appeared Herbert H. Deen, 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 his free act and deed.

My Commission Expires

2-18-83

Vera Kingbell
Notary Public

JUL 13 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 [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 13th day of July, 1982.

General Partner:
General Hydrocarbons, Inc.
P.O. Box 31515

(Assignee's Signature)
Vice President Exploration
ATTEST: Robert C. Lovell
Assistant Secretary

(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.

INSTRUCTIONS

STATE OF MONTANA)
)
COUNTY OF YELLOWSTONE)

On this 13th day of July, 1982, before me, a Notary Public, personally appeared John J. Tonnsen, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the Vice-President - Exploration of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Laurie J. Miller
Notary Public

10-15-84
My Commission Expires

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 30 day of June, 1982.

[illegible] — (Assignee's Signature)

Suite 249 770 Grant St — (Assignee's Address)

Denver Colo 80203 — (City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Colorado)
)
COUNTY OF [illegible])

On this 30th day of June, 1982, before me personally appeared [illegible], to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that [illegible] executed the same as [illegible] free act and deed.

My Commission Expires

[illegible]

Notary Public

[illegible] Colorado

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each Leasing District in Alaska
5. Assignee [X] is 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 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 19th day of July, 1982.

Sally Robins
(Assignee's Signature)

23 So 5th Street
(Assignee's Address)

Minneapolis, Mn 55402
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 Minnesota)
)
COUNTY OF Ramsey)

INDIVIDUAL

On this 19th day of July, 1982, before me personally appeared Sally Robins, 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 his free act and deed.

My Commission Expires

ELLEN M. HANSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 1, 1986

Ellen M. Hanson
Notary Public

INDIVIDUAL

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each Leasing District in Alaska.
   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).
5. 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 lease to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. I HEREBY CERTIFIED That the statements 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

David Johnson
(Assignee's Signature)

33 So 5th Street
(Assignee's Address)

Mpls, Mn 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Minnesota)
COUNTY OF Ramsey)

On this 14th day of July, 1982, before me personally appeared V. Kathleen Robins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

My Commission Expires

ELLEN M. HANSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 1, 1986

Ellen M. Hanson
Notary Public

JUL 28 1982

374

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the one 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 $ [illegible].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 lease to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. I HEREBY CERTIFIED That the statements 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 July, 19 82.

[illegible]
(Assignee's Signature)

33 South 2nd St.
(Assignee's Address)

Duluth Minn 55805
(City) (State) (Zip Code)

[illegible] U.S.C., Section 1[illegible] makes it a [illegible] for any person knowingly and willfully to make 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 [illegible])
)
COUNTY OF [illegible])

On this [illegible] day of July, 19 82, before me personally appeared [illegible], to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that [illegible] executed the same as [illegible] free act and deed.

My Commission Expires
[illegible]

[illegible]
Notary Public

002 DEC 21 P 0:00

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 7th day of JULY, 1982.

(Assignee's Signature)

33 So. 5TH St.
(Assignee's Address)

Minneapolis, Minnesota 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 7th day of July, 1982, before me personally appeared Bernard Rosenberg, 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 his free act and deed.

My Commission Expires

6/24/86

Notary Public

ANN M. BOSER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

1982 DEC 21 A 10:00

375

376

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [XX] Individual [ ] Municipality [ ] Association [ ] Corporation. 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 XX 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 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 9th day of July, 1982.

(Assignee's Signature)

33 South Fifth Street
(Assignee's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 MINNESOTA)
)
COUNTY OF HENNEPIN)

INDIVIDUAL

On this 9th day of July, 1982, before me personally appeared Dale I. Larson, 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 his free act and deed.

My Commission Expires

December 8, 1985

Mary A. Fabis
Notary Public

MARY A. FABIS
NOTARY PUBLIC
HENNEPIN
My Commission

0 CO 01 8 10 03 12 SEP 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 [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee X is __ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 9th day of July, 19 82

(Assignee's Signature)

33 South Fifth Street
(Assignee's Address)

Minneapolis, Minnesota 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 9th day of July, 1982, before me personally appeared Elliot S. Kaplan, 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 his free act and deed.

My Commission Expires

JEANNE L. MEISSER
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 25, 1986

Jeanne Meisser
Notary Public

1982 DEC 21 A 10:00
RECEIVED

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $[illegible] 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 9th day of July, 19 82.

Lawrence Zelle
(Assignee's Signature)

33 South 6th Street
(Assignee's Address)

Minneapolis, Minnesota 55402
(City) (State) (Zip Code)

[illegible] U.S.C., Section 1[illegible], makes it [illegible] for any person knowingly and willfully to make to any department or agency of the [illegible] States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

INDIVIDUAL

On this 9th day of July, 19 82, before me personally appeared Lawrence Zelle, 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 his free act and deed.

My Commission Expires

BARBARA F. GARVEY
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 8, 1983

Barbara F. Garvey
Notary Public

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this [illegible] day of July, 19[illegible].

(Assignee's Signature)	102 Inverness Terrace East (Assignee's Address)
Jordan R. Smith	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)
) ss.
COUNTY OF ARAPAHOE)

On this [illegible] day of July, 19[illegible], before me personally appeared Jordan R. Smith, 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 his free act and deed.

My Commission Expires:

NOTARY PUBLIC

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

[redacted] U.S.A. Form 329 [redacted] ...ted and for sale by Hall-Poorbaugh Press, Roswell, N. M. [redacted]

ROYALTY ASSIGNMENT

This assignment made and entered into this 18th day of January, 1983,

between Roy G. Barton, Jr. and Norma J. Barton, formerly husband and wife,

herein referred to as assignor, (whether one or more) and Norma J. Barton, a single woman

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

WITNESSETH:

The undersigned assignor for and in the consideration of the division of community property 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 1/16 of 1% of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 33 North, Range 114 West, 6th P. M., Wyoming
Section 27: S/2S/2, NW/4SW/4
Section 34: N/2N/2, SW/4NW/4, NW/4SW/4
Section 36: All

under the terms of that certain oil and gas lease made and entered into by and between the State of Wyoming as lessor, and Charline I. Frew, lessee, bearing No. 66-16665 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 State of Wyoming 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.

Roy G. Barton, Jr., a single man
Norma J. Barton
Norma J. Barton, a single woman

STATE OF New Mexico
County of Lea } ss.

On this 18th day of January, 1983, before me personally appeared Roy G. Barton, Jr. and Norma J. Barton, formerly husband and wife, to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires MY COMMISSION EXPIRES NOVEMBER 8, 1983

Thelma Bryan
Notary Public

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 2nd day of March A. D., 1983 at 9 o'clock; A m., and duly recorded in Book 67 Page 380 of the O & G Oil & Gas records, of said County.

Lou J. Yake
County Clerk
By Dorothy McLuni, Deputy

Rec. No. Fees, $ 4.00

Return to

195005

State of Wyoming Oil and Gas Lease
Serial Number 06-5165

ASSIGNMENT OF LEASE OPERATING RIGHTS

Belco Petroleum 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 9,802 feet in the Fogarty Creek 11-24 Well, in Section 14, 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

2. Operating rights of Assignor in above-described lands:

   50%

3. Extent of operating rights interest herein conveyed to Assignee:

   50%

   "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:

   2.242% of 8/8ths (10% - 5.516% x 50%)

5. Overriding royalties or production payments previously reserved (percentage only):

   5.516%

This assignment is made without warranty of title express or implied and subject to Fogarty Creek Unit and Operating Agreements.

EXECUTED this 1st day of January, 1983.

BELCO PETROLEUM CORPORATION

J. M. Oswald
Senior Vice President

1380-005

Assignment recorded in Office of the Commissioner of Public Lands: _____.

195018

RECORDED March 2 1983 2:00 P.M.
IN BOOK 67 Ord PAGE 381
FEES $6.00 Lori J. Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Turner

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by

_____ this _____ day

of _____ 1982.

WITNESS my hand and official seal.

_____
Notary Public

My commission
expires:

_____

ACKNOWLEDGEMENT (For use by Corporation)

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by

J. M. OSWALD as Senior Vice President

of BELCO PETROLEUM CORPORATION, this 1st day

of January, 1983.

Witness my hand and official seal.

Lori A. Boliver
Notary Public

(Seal)

My Commission expires:

LORI BOLIVER
Notary Public for the State of Texas
Commission Expires 4-30-1985

State of Wyoming Oil and Gas Lease
Serial Number 66-5165

ASSIGNMENT OF LEASE OPERATING RIGHTS

Belco Petroleum 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 9,802 feet in the Fogarty Creek 11-24 well, in Section 14, 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: N½

   containing 320.00 acres, more or less

2. Operating rights of Assignor in above-described lands:

   100%

3. Extent of operating rights interest herein conveyed to Assignee:

   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:

   4.484% of 8/8ths (10% - 5.516% x 100%)

5. Overriding royalties or production payments previously reserved (percentage only):

   5.516%

This assignment is made without warranty of title express or implied and subject to Fogarty Creek Unit and Operating Agreements.

EXECUTED this 1st day of January, 1983.

BELCO PETROLEUM CORPORATION

J. M. Oswald
Senior Vice President

#1380-005

Assignment recorded in the Office of the Commissioner of Public Lands: _____

195019

RECORDED March 2 1983 2:00 P M
IN BOOK 67 Deeds PAGE 383
FEES $6.00 Lou J. Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF _____

COUNTY OF _____ SS.

The foregoing instrument was acknowledged before me by

_____ this _____ day

of _____1982.

WITNESS my hand and official seal.

_____
Notary Public

My commission
expires:

_____

ACKNOWLEDGEMENT (For use by Corporation)

STATE OF TEXAS

COUNTY OF HARRIS SS.

The foregoing instrument was acknowledged before me by

J. M. OSWALD as Senior Vice President

of BELCO PETROLEUM CORPORATION, this 1st day

January, 1983.

Witness my hand and official seal.

Lori A. Boliver
Notary Public

(Seal)

My Commission expires:

LORI BOLIVER
Notary Public for the State of Texas
Commission Expires 4-30, 1985

385

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WY-05691

Lease effective date
June 1, 1951

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

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.

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

Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 5: Lots 5, 6

Containing 53.29 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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 1% x 25%)	2.25% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	1%

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.

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 and/or lease 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.

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.

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

195020

RECORDED Mar 2 1983 2:20 PM
IN BOOK 67 Oil
PAGE 385
FEES $ Lou J Yak
SUBLETTE COUNTY CLERK
By D McClure

Executed this 1st day of January, 1983.

Belco Petroleum Corporation

J. M. Oswald
(Assignor's Signature)
J.M. Oswald
Senior Vice President

10000 Old City Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1250-006

Title 18 U.S.C., Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the 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] Title [redacted] Date

PART [redacted]

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

A. A[illegible] CERTIFIES THAT

1. [illegible]ee is over the age of majority
2. [illegible]ee is a citizen of the United States
3. [illegible]ee is [illegible] Individual [illegible] Municipality [illegible] Association [illegible] 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 [illegible] District in Alaska.
5. [illegible]nee [illegible] is [illegible] is not the sole party in interest in this assignment. Information as to interests of [illegible]arties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. [illegible] fee of $25.00 is attached.

B. As[illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by [illegible]horized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lea[illegible]ribed herein as to the interests covered by this assignment, including, but not limited to, the obligations [illegible]duct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition [illegible]ells for proper abandonment, to restore the leased lands upon completion of any drilling operations as pre[illegible]d in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regul[illegible]ns (43 CFR 3104.2).

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

Execu[illegible] day of , 19 .

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

(City) (State) (Zip Code)

Title 1[illegible], Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United [illegible] any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

[illegible]E OF TEXAS
[illegible]TY OF HARRIS

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 Senior Vice President 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 3rd day of January, 19 83.

My Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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.

387

3100-14
(June 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WY-72405

Lease effective date
June 1, 1951

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

PART I

Assignee's Name
Exxon Corporation

Address (include zip code)
P.O. Box 2305
Houston, Texas 77252

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.

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

Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 9: W½NW¼

Containing 80.00 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 10,995 feet in the Graphite Unit No. 1 Well, in Section 16, Township 27 North, Range 114 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - .875% x 25%)	2.2812% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	.875%

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.

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

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Graphite Unit Area.

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

195021

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Misc PAGE 387
TERESA Nancy J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
Ann McAllister

Executed this 1st day of January, 1983.

Belco Petroleum Corporation

(Assignor's Signature)
J. M. Oswald
Senior Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston Texas 77055
(City) (State) (Zip Code)

1250-009

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

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 ☐ Corporation. If other than an individual, Assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of 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 State 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. Assignment 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 _____ 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 HARRIS ‖

BEFORE ME, the undersigned authority, on this day personally appeared [illegible] OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President 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 3rd day of January, 1983.

My Commission Expires:
04-30-85

Lori A. Bolivar
Lori A. Bolivar, Notary Public in and for the State of Texas

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 838-058

3-30

389

Form 3106-1
(Feb. 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0013
Expires February 28, 1983

Lease Serial No.
WY-05690

Lease effective date
July 1, 1951

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

PART I

Assignee's Name
Exxon Corporation

Address (include zip code)
P.O. Box 2305
Houston, Texas 77252

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.

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

Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 15: SW¼NW¼

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 10,995 feet in the Graphite Unit No. 1 Well, in Section 16, Township 27 North, Range 114 West, 6th P.M.

Specify interest or percentage of operating rights being conveyed to assignee		All
Specify interest or percentage of operating rights being retained by assignor		None
Specify overriding royalty being reserved by assignor	(10% - .875 x 25%)	2.2812% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any		.875%

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.

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.

The assignment is made without warranty of title expressed or implied

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

195022

RECORDED March 2 1983 2:00 P.M.
IN BOOK 67 ORT PAGE 389
FEE $ Lane J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 1st day of January, 1983.

Mobil Petroleum Corporation

(Assignor's Signature)
J. M. Oswald
Senior Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston Texas 77055
(City) (State) (Zip Code)

50-001
18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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] PA [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. 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 wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as required 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. I HEREBY CERTIFIED That the statements 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 HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. [illegible] OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President 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 3rd day of January, 19 83.

My Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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

EFFECT [illegible] NOT PROVIDING INFORMATION — If all the information [illegible] not provided, the assignment may be rejected.

GPO 853-056

Form 3106-1
(October 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1986

Lease Serial No.
WY 02951

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

Lease effective date
October 1, 1947

PART I

1. Assignee's Name
Exxon Corporation

Address (include zip code)
P.O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or sublets to the assignee shown above, the operating rights in such lease as specified below.

Description of lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-5)

Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 22: NW¼NE¼

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 Cannett Formation, being the stratigraphic equivalent of a log top at 10,[illegible] feet in the [illegible]ite Unit No. 1 Well, in Section 16, Township 27 North, Range 114 West, 6th P.M.

4. Specify interest or percentage of operating rights being conveyed to assignee		All
5. Specify interest or percentage of operating rights being retained by assignor		None
6. Specify overriding royalty interest being reserved by assignor	(10[illegible] - 5% x 50%)	2.5%
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 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.

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

10. This assignment is made without warranty of title expressed or implied

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

Executed this 1st day of January, 19 83

Belco Petroleum Corporation

J. M. Swaid
(Assignor's Signature)

J. M. Swaid
Senior Vice President

250-007

RECORDED March 2 1983 2:00 PM
IN BOOK 4 of 5 PAGE 391
[illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
[illegible]

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston Texas 77055
(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.

UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] P. [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 leases 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 wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as provided 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 TEXAS ⎫
⎬
COUNTY OF HARRIS ⎭

BEFORE ME, the undersigned authority, on this day personally appeared M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President 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 the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 1983.

My Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

Information from the record and of the records 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 823-059

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. [illegible]
Expires [illegible]

Lease Serial No.
WY-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

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

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 35: NW¼

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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percentage of operating rights being conveyed to assignee		All
Specify interest or percentage of operating rights being retained by assignor		None
Specify overriding royalty interest being reserved by assignor	(100% - 5.516% x 100%)	4.484% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any		5.516%

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.

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.

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.

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

195024

RECORDED March 2 1983 2:23 PM
IN BOOK 67 OR D PAGE 393
FEES 6.00 Fern J. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 1st day of January, 1983.

Exxon Petroleum Corporation

R. M. Gould
(Assignor's Signature)

10000 Old Katy Road, Suite 700
(Assignor's Address)

R. M. Gould
Senior Vice President

Houston | Texas | 77055
(City) | (State) | (Zip Code)

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

THE UNITED STATES OF AMERICA

Instrument approved effect: _____

By _____
(Authorized Officer)

PA[redacted]

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

A. A[illegible] CERTIFIES THAT

1 [illegible]ee is over the age of majority

[illegible]ee is a citizen of the United States

[illegible]ee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible]ee's statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible]ord in which filed _____.

[illegible]ee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-[illegible]res in options and leases in the same State, or 300,000 chargeable acres in leases and options in each [illegible] District in Alaska.

[illegible]ee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of [illegible]parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

[illegible] fee of $25.00 is attached.

B. [illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) [illegible]horized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the [illegible]ribed herein as to the interests covered by this assignment, including, but not limited to, the obliga-[illegible]nduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi-[illegible]ll wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as [illegible] in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the [illegible]ns (43 CFR 3104.2).

C. [illegible]EBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-[illegible]knowledge and belief and are made in good faith.

[illegible] day of , 19 .

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

(City) (State) (Zip Code)

[illegible], Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the [illegible] any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

[illegible]E OF TEXAS
[illegible]TY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared [illegible] M. OSWALD, known to me to be the person whose name is subscribed to the [illegible]going instrument, as Senior Vice President of BELCO PETROLEUM CORPORATION, [illegible]rporation, and acknowledged to me that he executed the same for the [illegible]oses and consideration therein expressed, in the capacity stated, and [illegible]e act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 19 83.

[illegible] Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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]

394

395

3160-14
(Jan. 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WY-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

The undersigned, as owner of [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 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 15: SW¼
Section 22: SW¼
Containing 320.00acres 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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Royalty interest or percent of operating rights being conveyed to assignee	All
Royalty interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 5.516% x 50%)	2.242% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	5.516%

If any payments out of production have previously been created out of this interest, or if any such payments are now 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.

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, in aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.

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

195035

Executed this 1st day of January, 1983.

Kelco Petroleum Corporation

(Assignor's Signature)

J. M. Oswald
Senior Vice President

10000 Ga[illegible] Road, Suite 100
(Assignor's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

RECORDED [illegible] 1983 [illegible]
IN BOOK [illegible] PAGE 395
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

PAR

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

A. I E CERTIFIES THAT
nee is over the age of majority
nee is a citizen of the United States
nee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, nee's statement of its qualifications are attached. If previously furnished, identify the serial number of ord in which filed _____.

4. nee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge- res in options and leases in the same State, or 300,000 chargeable acres in leases and options in each ng District in Alaska.

5. nee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

ng fee of $25.00 is attached.

B. F AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) thorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the cribed herein as to the interests covered by this assignment, including, but not limited to, the obliga- nduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi- wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the ns (43 CFR 3104.2).

C. EREBY CERTIFIED That the statements made here are true, complete, and correct to the best of under- knowledge and belief and are made in good faith.

Execu is day of , 19 .

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

(City) (State) (Zip Code)

C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the

E OF TEXAS
Y OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared . OSWALD, known to me to be the person whose name is subscribed to the going instrument, as Senior Vice President of BELCO PETROLEUM CORPORATION, rporation, 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 3rd day of January, 19 83.

My Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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 8 - 659

397

3106-14
(...a 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Lease Serial No.
WY-1603

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

Address (include zip code): P.O. Box 2305, Houston, Texas 77252

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 21: 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 9,802 feet in the Fogarty Creek No. 11-24 Well in Section 24, Township 28 North, Range 115 West, 6th P.M.

3. Specify interest or percent operating rights being conveyed to assignee		All
Specify interest or percent operating rights being retained by assignor		None
Specify overriding royalty interest being reserved by assignor	(10% - 4.00% x 50%)	3.000% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any		4.00%

4. 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.

5. 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.

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

7. This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and Unit Operating Agreement for the Fogarty Creek Unit Area.

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

195026

Executed this 1st day of January, 1983.

Exxon Petroleum Corporation

(Assignor's Signature)

Oswald
Vice President

10000 Old Katy Road, Suite 100

(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

FILED 1983 JAN 10 AM 10 PM 3 97
SUBLETTE COUNTY CLERK

18 U.S.C., Section 1001 makes it a crime for any person knowingly and willfully to make 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 _____ By _____
(Authorized Officer)

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

A. AS[illegible]E CERTIFIES THAT

1. [illegible]nee is over the age of majority
2. [illegible]nee is a citizen of the United States
3. [illegible]nee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, [illegible]nee's statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible] record in which filed _____.
4. A[illegible]nee'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. A[illegible]nee ☐ 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. [illegible]ing fee of $25.00 is attached.

B. [illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) [illegible] authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the [illegible]ribed herein as to the interests covered by this assignment, including, but not limited to, the obligation [illegible] conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition [illegible] 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. I[illegible] HEREBY CERTIFIED That the statements 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.

[illegible]TE OF TEXAS
[illegible]NTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared [illegible]M. OSWALD, known to me to be the person whose name is subscribed to the [illegible]egoing instrument, as Senior Vice President of BELCO PETROLEUM CORPORATION, [illegible]orporation, and acknowledged to me that he executed the same for the [illegible]oses and consideration therein expressed, in the capacity stated, and [illegible] the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 19 83.

[illegible] Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

regulatory investigations or prosecutions.

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

[illegible] U.S. Government Printing Office 1980-677-655/4[illegible]

399

3106-14
(1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
WY-1603

Lease effective date
April 1, 1968

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

PART I

Assignee's Name

Exxon Corporation

Address (include zip code)

P.O. Box 2305
Houston, Texas 77252

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.

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: NE¼

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 9,802 feet in the Fogarty Creek No. II-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 5.002% x 50%)	2.499% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	5.002%

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.

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

Assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Operating Agreement for the Fogarty Creek Unit Area.

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

195027

Executed this 1st day of January, 1983.

Exxon Petroleum Corporation

(Assignor's Signature)

D.L. Oswald
Senior Vice President

(Assignor's Address)

10000 Old Katy Road, Suite 100

Houston, Texas 77055
(City) (State) (Zip Code)

RECORDED March 8, 1983 at 9:00 o'clock
IN BOOK 67 OF ORT PAGE 399
FILED Mary Ann Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M. Krause

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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] PA[redacted] [redacted]

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

A. [illegible]NEE CERTIFIES THAT

1. [illegible]signee is over the age of majority
2. [illegible]signee is a citizen of the United States
3. [illegible]signee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible]signee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. [illegible]signee'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. [illegible]signee [ ] 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. [illegible]ing fee of $25.00 is attached.

B. [illegible]E AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) [illegible] authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the [illegible]scribed herein as to the interests covered by this assignment, including, but not limited to, the obliga- [illegible] conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi- [illegible] wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as [illegible]ed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the [illegible]ons (43 CFR 3104.2).

C. [illegible] HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under- [illegible] 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 [illegible].C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United [illegible] any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

[illegible]E OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared [illegible]M. OSWALD, known to me to be the person whose name is subscribed to the [illegible]going instrument, as Senior Vice President of BELCO PETROLEUM CORPORATION, a [illegible]orporation, 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 3rd day of January, 19 83.

Commission Expires:
04-30-85

L. Boliver
Lor Soliver, Notary Public in and
for State of Texas

[illegible] NOT [illegible] INFORMATION — If all the information is not pro[illegible] assignment may be rejected.

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

400

401

3100-11
(Jan 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1983

Lease Serial No.
WY-020778

Lease effective date
June 1, 1953

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

PART I

Assignee's Name
Exxon Corporation

Address (include zip code)
P.O. Box 2305
Houston, Texas 77252

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.

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 27: 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 9,802 feet in the Fossil Creek No. II-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee		All
Specify interest or percent of operating rights being retained by assignor		None
Specify overriding royalty interest being reserved by assignor	(10% - 2.5% x 100%)	7.5% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any		2.5%

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.

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.
Assignment is made without warranty of title expressed or implied.

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

195028

Executed this 1st day January, 1983.

RECORDED March 2 1983 2:09 PM
BOOK 67 Misc PAGE 401
Dave Gale COUNTY CLERK
SUBLETTE COUNTY CLERK

Belco Petroleum Corporation

(Assignor) 1000 Road, Suite 100
(Assignor's Address)

J.M. Oswald
Senior Vice President

Houston (City) Texas (State) 77055 (Zip Code)

550-002

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

THE UNITED STATES OF AMERICA

Assignment approved eff _____ By _____
(Authorized Officer)

[redacted] PA[redacted] [redacted]

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

CERTIFIES THAT
ee is over the age of majority
ee is a citizen of the United States
ee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, e's statement of its qualifications are attached. If previously furnished, identify the serial number of ord in which filed _____.
e's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge- res in options and leases in the same State, or 300,000 chargeable acres in leases and options in each District in Alaska.
ee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of erties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
fee of $25.00 is attached.

AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) thorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the ribed herein as to the interests covered by this assignment, including, but not limited to, the obliga- duct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi- ells for proper abandonment, to restore the leased lands upon completion of any drilling operations as in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the (43 CFR 3104.2).

EREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under- nowledge and belief and are made in good faith.

day of , 19 .

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

(City) (State) (Zip Code)

, Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the ny false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

OF TEXAS }
Y OF HARRIS }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 19 83.

ommission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

regulatory investigations or prosecutions.

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

GPO [illegible]

Form 3106-1
(Feb. 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires February 28, 1983

Lease Serial No.
WY-2121

Lease effective date
November 1, 1966

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

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.

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, 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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10%x 50%)	5% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	0%

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.

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.
I CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195029

RECORDED March 2 1983 2:00 PM
IN BOOK 67 OR PAGE 403
FEES 5.00 Lois J. Yost COUNTY CLERK
SUBLETTE COUNTY CLERK
by E. McClure

Executed this 1st day of January, 1983.

Belco Petroleum Corporation

J. M. Oswald
(Assignor's Signature)

J. M. Oswald
Senior Vice President

#1380-007

10000 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 _____ By _____
(Authorized Officer)

(Title) (Date)

403

661815 001

PART II

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

A. [illegible] CERTIFIES THAT

1. [illegible] over the age of majority
2. [illegible] is a citizen of the United States
3. [illegible] is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible] statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible] in which filed _____.
4. [illegible] 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 [illegible] District in Alaska.
5. [illegible] [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of [illegible] in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. [illegible] fee of $25.00 is attached.

B. As [illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) [illegible] by the Bureau of Land Management, he will be bound by the terms and conditions of the lease [illegible] 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 [illegible] for proper abandonment, to restore the leased lands upon completion of any drilling operations as [illegible] in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the [illegible] (43 CFR 3104.2).

C. [illegible] HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of [illegible] knowledge and belief and [illegible] made in good faith.

[illegible] day of _____, 19[illegible].

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

(City) (State) (Zip Code)

[illegible] Section 1001, makes it a [illegible] for any person knowingly and willfully to make to any department or agency of the [illegible] any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. H. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President 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 3rd day of January, 1983.

My Commission Expires:
04-30-85

Lori A. Brewer
Lori A. Brewer, Notary Public in and for the State of Texas

[illegible] approval [illegible] regulatory [illegible] or prosecutions.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0134

Lease Serial No.
WY-20038

Lease effective date
March 1, 1969

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

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.

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: E½NE¼, NW¼NE¼, NW¼SE¼

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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 3% x 50%)	3.5% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	3%

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.

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.

Agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, or, when added to overriding royalties or payments out of production previously created and to the royalty payable to United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
Assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.
I CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195030

RECORDED March 2 1983 3:00 PM
IN BOOK 67 Ext PAGE 405
FEES 6.00 Lou J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. Mathews

Executed this 1st day of January, 1983.

Sedco Petroleum Corporation

J. M. Oswald
(Assignor's Signature)

J. M. Oswald
Senior Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1380-002

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

THE UNITED STATES OF AMERICA

Instrument approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

405 661816 001

PART II

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

A. [illegible] CERTIFIES THAT
[illegible]nee is over the age of majority
[illegible]nee is a citizen of the United States
[illegible]nee is [ ] individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible]nee's statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible]ord in which filed _____.
[illegible]nee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-[illegible]res in options and leases in the same State, or 300,000 chargeable acres in leases and options in each [illegible] District in Alaska.
[illegible]ee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of [illegible] parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
[illegible]ing 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 [illegible], Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF TEXAS
COUNTY OF HARRIS

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 Senior Vice President 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 3rd day of January, 1983.

My Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

regulatory investigations or prosecutions.

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

[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0034
Expires December 31, 1985

Lease Serial No.
WY-17208

Lease effective date
March 1, 1969

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

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.

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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 3% x 50%)	3.5% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	3%

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.

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.
I CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195031

RECORDED March 2 1983 2:00 PM
IN BOOK 67 OR PAGE 407
FEES 6.00 Lanny Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
By D. McClure

Executed this 1st day of January, 1983

Belco Petroleum Corporation

J. M. Oswald
(Assignor's Signature)

J. M. Oswald
Senior Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston	Texas	77055
(City)	(State)	(Zip Code)

#1065-015

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

861814 001

PART II

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

A. [illegible] CERTIFIES THAT

1. [illegible] is over the age of majority

2. [illegible] is a citizen of the United States

3. [illegible] is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible]'s statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible] in which filed _____.

4. [illegible]'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 [illegible] District in Alaska.

5. [illegible] [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of [illegible] parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

6. [illegible] fee of $25.00 is attached.

B. [illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by [illegible] authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease [illegible] 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 [illegible] bond 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. [illegible] BY CERTIFIED That the statements made herein are true, complete, and correct to the best of under[illegible] knowledge and belief and are made in good faith.

Executed [illegible] day of , 19 .

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

(City) (State) (Zip Code)

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

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. R. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President 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 3rd day of January, 1983

My Commission Expires
04-20-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

Regulations [illegible] investigations or prosecutions.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WY - 20039

Lease effective date
March 1, 1969

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

PART I

Assignor's Name
Exxon Corporation

(Address, including zip code)
P.O. Box 2305
Houston, Texas 77252

Transferor, 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.

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: SW¼NE¼

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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 3% x 50%)	3.5% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	3%

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.

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.
Assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195062

RECORDED March 2 1983 2:00 P M
IN BOOK 67 Ovst PAGE 409
FEES 6.00 Fay Yost COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McClure

Executed this 1st day of January, 1983.

Mobil Producing Texas & New Mexico
Exxon Corporation

J.M. Oswald
(Assignor's Signature)

J.M. Oswald
Senior Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1065-014

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

PART II

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

A. [illegible] THAT

1. A[illegible] is over the age of [illegible]ity
2. A[illegible] is a citizen of the [illegible] States
3. A[illegible]ee is [illegible] Individual [illegible] Municipality [illegible] Association [illegible] Corporation. If other than an individual, a[illegible]ee's statement of its qualifications are attached. If previously furnished, identify the serial number of the [illegible]ord in which filed _____.
4. A[illegible]ee'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 [illegible] District in Alaska.
5. [illegible] [illegible] is [illegible] is not [illegible] sole [illegible]ty in interest in this assignment. Information as to interests of [illegible]orties in this assignment [illegible] be [illegible]ished as provided in the regulations (43 CFR 3106).
6. [illegible] fee of $25.00 is attached

B. As[illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by t[illegible]horized office[illegible] of the Bu[illegible] of Land Management, he will be bound by the terms and conditions of the le[illegible]ribed herein as to the interests covered by this assignment, including, but not limited to, the obligati[illegible]duct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi[illegible]ils for proper abandonment, to restore the leased lands upon completion of any drilling operations as [illegible] in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the [illegible] (43 CFR 3104.2).

C. I[illegible] HEREBY CERTIFIED That the statements made herein are true, complete and correct to the best of undersig[illegible] knowledge and belief and are made in good faith.

Executed [illegible] 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 HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared [illegible] M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President 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 3rd day of January, 1983.

Commission Expires:
01-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. [illegible]
Expires [illegible]

Lease Serial No.
WY-05689

Lease effective date
June 1, 1951

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

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.

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: S½SW¼

Containing 80 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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 1% x 25%)	2.25% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	1%

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.

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.

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.

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

195083

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Ord PAGE 411
FEES 6.00 Lana J. Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 1st day of January, 1983

Exxon Pipeline Corporation

J. M. Oswald
(Assignor's Signature)

J. M. Oswald
Senior Vice President

#1065-002

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (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)

411

048803 001

412

PART II

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

A. A... CERTIFIES THAT

1. ...ee is over the age of majority

2. ...ee is a citizen of the United States

3. ...ee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, ...ee's statement of its qualifications are attached. If previously furnished, identify the serial number of ...ord in which filed _____.

4. ...ee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-...ble acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each ... District in Alaska.

5. ...ee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of ...arties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

6. ...g fee of $25.00 is attached.

B. ... AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by ...thorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lea... ...ribed herein as to the interests covered by this assignment, including but not limited to, the obliga-tio... ...duct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi-tio... ...lls for proper abandonment to restore the leased lands upon completion of any drilling operations as pr... ...d in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the ...s (43 CFR 3104.2).

C. ... HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-... knowledge and belief and are made in good faith.

Executed ... day of _____, 19__.

_____ (Assignee's Signature)

_____ (Assignee's Address)

_____ (City) (State) (Zip Code)

Title 18, Section 1001, makes it a crime for any person knowingly and willfully to make 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 HARRIS

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 fore...going instrument, as Senior Vice President of BELCO PETROLEUM CORPORATION, a ...rporation, 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 3rd day of January, 1983

My Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WY-8140

Lease effective date
June 1, 1951

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

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.

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: SE¼
Section 34: N½N½, SW¼NW¼

Containing 360.00 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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 1% x 25%)	2.25% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	1%

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.

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.

Agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per producing day averaged on the monthly basis is 15 barrels or less.
Assignment is made without warranty of title expressed or implied

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

195034

Executed this 1st day of January, 1983.

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Ovt PAGE 413
FEES 6.00 Sara J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McClure

Exxon Petroleum Corporation

J. M. Oswald
(Assignor's Signature)

10000 Old Katy Road, Suite 100
(Assignor's Address)

J. M. Oswald
Senior Vice President

Houston (City) Texas (State) 77055 (Zip Code)

3-1250-004

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

413

601553

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. [illegible] is over the age of majority
2. [illegible] is a citizen of the United States
3. [illegible] is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible]'s statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible] in which filed _____.
4. [illegible]'s interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,600 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each [illegible] District in Alaska.
5. [illegible] 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 [illegible] described herein as to the interests covered by this assignment, including, but not limited to, the obligation [illegible] conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition [illegible] 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. I HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under[illegible] knowledge and belief and are made in good faith.

Executed [illegible] day of _____, 19[illegible].

_____ (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 HARRIS

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 Senior Vice President 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 3rd day of January, 1983.

Commission Expires:
04-30-85

Lori A. Boliver, Notary Public in and for the State of Texas

[illegible] agencies, when relevant to civil, criminal or [illegible]tory investigations or prosecutions.

EFF[illegible] [illegible]T PROVIDING INFORMATION — If all the information [illegible] provided, the assignment may be rejected.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires December 31, 1985

Lease Serial No.
WY-0320844

Lease effective date
December 1, 1965

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

[illegible] 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.

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: NW¼NW¼

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 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor (10% - 3% x 100%)	7% of 8/8ths
Specify overriding royalty previously reserved or conveyed, if any	3%

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.

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.

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Fogarty Creek Unit Area.

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

195035

RECORDED March 9 1983 2:10 PM
IN BOOK 67 Ore PAGE 415
FEES 6 Hazel Yost COUNTY CLERK
SUBLETTE COUNTY CLERK
by W. McGuire

Executed this 1st day of January, 1983.

Belco Petroleum Corporation

J. M. Oswald
(Assignor's Signature)

J. M. Oswald
Senior Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston	Texas	77055
(City)	(State)	(Zip Code)

114-026

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

415

PART II

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

A. [illegible] CERTIFIES THAT

1. [illegible] is over the age of majority
2. [illegible] is a citizen of the United States
3. Assignee is [illegible] Individual [illegible] Municipality [illegible] Association [illegible] Corporation. If other than an individual, [illegible] statement of its qualifications are attached. If previously furnished, identify the serial number of the [illegible] 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 [illegible] is [illegible] is not the sole party in interest in this assignment. Information as to interests of parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. [illegible] fee of $25.00 is attached.

B. [illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by [illegible] authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease [illegible] described herein as to the interests covered by this assignment, including, but not limited to, the obligations [illegible] all operations on the leasehold in accordance with the terms and conditions of the lease, to conditions [illegible] for proper abandonment, to restore the leased lands upon completion of any drilling operations as pro[illegible] 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. [illegible] CERTIFIED That the statements 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 [illegible].

_____ (Assignee's Signature)

_____ (Assignee's Address)

_____ (City) (State) (Zip Code)

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

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. [illegible] OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President 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 3rd day of January, 1983.

Commission Expires:
04-30-85

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

[illegible] agencies, when relevant to civil, criminal or [illegible] investigations or prosecutions.

[illegible] NOT PROVIDING INFORMATION — If all the information [illegible] provided, the assignment may be rejected.

Form 3[illegible]-14
(March [illegible])

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-3852

Lease effective date
March 1, 1967

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

The [illegible] assigned, as owner of sec below percent of operating rights in the above-designated oil and gas lease, hereby transfers, [illegible]ns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. [illegible]ribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
T[illegible] 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming: Section 5: Lots 5,6, SW¼, containing 226.69 acres, more or less,
in[illegible] and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 2 [illegible]om the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. - 4.7951%

Zone [illegible] All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. - 2.3975%

Zone [illegible] All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. - 3.1968%

Zone [illegible] All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation - 6.3935%

Zone [illegible] All formations below the base of Zone 5 - 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
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 [illegible] far 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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195036

RECORDED March 2 1983 2:00 AM
IN BOOK 67 Oil & G PAGE 417
FEES 6.00 Dave Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McClure

Executed this 1st day of January, 19 83.
Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald
(Assignor's Signature)

J. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

#1426-006

[illegible] 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the [illegible] 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)

417 (Title) (Date)

60860 0001

418

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 _____ 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.

1. *Use of form* — Use only for assignments (including *working interests*) in oil and gas operating rights. If more than one transfer of operating rights is accomplished by one agreement, a single copy of such agreement may be submitted with the assignment. If more than one operating rights is made out of a lease, a separate instrument of transfer is required for each lease.

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-2852

Net override reserved by Assignor:

Zone 2 - .4795% of 8/8ths (10% - 0 x 4.7951%)

Zone 3 - .2397% of 8/8ths (10% - 0 x 2.3975%)

Zone 4 - .3197% of 8/8ths (10% - 0 x 3.1968%)

Zone 5 - .6393% of 8/8ths (10% - 0 x 6.3935%)

Zone 6 - 1.2787% of 8/8ths (10% - 0 x 12.787%)

STATE OF TEXAS

COUNTY OF HARRIS

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and acknowledged to me that executed the same for the purposes and consideration herein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 19 83.

My Commission Expires:
LOUIE A. BOLIVER
Notary Public, State of Texas
4-30-1985

Louie A. Boliver
Louie A. Boliver, Notary Public in
the State of Texas

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-3852

Lease effective date
March 1, 1967

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

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 5: Lots 7, 8, SE¼, containing 225.53 acres more or less insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 -- All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.975%

Zone 2 -- All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 4.7951%

Zone 3 -- All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%

Zone 4 -- All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%

Zone 5 -- All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation ---- 6.3935%

Zone 6 -- All formations below the base of Zone 5 --- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
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 to be 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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Porcupine Unit Area.
I Certify That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195037

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Ovst PAGE 619
FEES 6.00 Nancy Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by D Mathews

Executed this 1st day of January, 1983.

Exxon 1972 Oil and Gas Fund, Ltd., by
Exxon Petroleum North America, Inc., general partner

(Assignor's Signature)
Donald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

-006

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

412 (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. 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 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.

1. Use of this form — Use only for assignment of working interest(s) in oil and gas operating rights as accompanying, a single copy of such instrument with the assignment. If more

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-3852

Net override reserved by Assignor:

Zone 1 - .4187% of 8/8ths (10% - 0 x 4.175%)

Zone 2 - .4795% of 8/8ths (10% - 0 x 4.951%)

Zone 3 - .2397% of 8/8ths (10% - 0 x 2.3975%)

Zone 4 - .3197% of 8/8ths (10% - 0 x 3.1968%)

Zone 5 - .6393% of 8/8ths (10% - 0 x 6.3935%)

Zone 6 - 1.2787% of 8/8ths (10% - 0 x 12.787%)

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. R. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January

My commission expires

Lori A. Boliver

Lori A. Boliver, Notary Public in and for the State of Texas

-14
- 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-817

Lease effective date
October 1, 1966

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

PART I

anee's Name
Exxon Corporation

ress (include zip code)
P.O Box 2305
Houston, Texas 77252

ersigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby trans-
signs, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

cribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
s North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 9: W½SE¼, containing 80.00 acres, more or less, insofar,
nsofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well ---- 1.6875%
All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 2.3975%
All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation ---- 6.3935%
All formations below the base of Zone 5 ---- 12.787%

3.	ify interest or percent of operating rights being conveyed to assignee	All
4.	ify interest or percent of operating rights being retained by assignor	None
5.	ify overriding royalty interest being reserved by assignor	See Attached Rider
6.	ify overriding royalty previously reserved or conveyed, if any	3%

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

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

reed that the obligation to pay any overriding royalties or payments out of production of oil created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per r day averaged on the monthly basis is 15 barrels or less.
nment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for ridge Unit Area.
THEY That the statements made herein are true, complete, and correct to the best of my knowledge and belief made in good faith.

195038

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Ors PAGE 421
FEES 6.00 Lana J. Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McAlister

d this 1st day of January , 1983 .
1972 Oil and Gas Fund, Ltd., by
Petroleum North America, Inc., general partner

J M Conald
(Assignor's Signature)
Conald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

-009

U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the tates 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)

421 (Title) (Date)

608520 001

PART II

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

A. A[illegible]E CERTIFIES THAT

1. [illegible]nee is over the age of majority
2. [illegible]nee is a citizen of the United States
3. [illegible]nee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible]nee's statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible]ord in which filed _____.
4. [illegible]nee'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 [illegible] District in Alaska.

[illegible]ee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of [illegible] parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

[illegible] fee of $25.00 is attached.

B. [illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) [illegible] authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the [illegible]cribed herein as to the interests covered by this assignment, including, but not limited to, the obligation [illegible] conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition [illegible] wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as pre[illegible]d 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 [illegible] Section 1001 makes it a crime [illegible]

Rider attached to Transfer Assignment or Sublease of Operating Rights in Oil and Gas Lease W-817

Net override reserved by Assignor:

Zone 1 - .3281% of 8/8ths (10% - 3% x 4.6875%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7961%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.7870%)

STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared [illegible]M. OSWALD, known to me to be the person whose name is subscribed to the [illegible]going instrument, as Vice President of BELCO PETROLEUM NORTH AMERICA, [illegible], as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and acknowledged to me that he executed the same for the purposes and consideration [illegible]rein expressed, in the capacity stated, and as the act and deed of said [illegible]oration.

GIVEN UNDER MY HAND AND [illegible]L OF [illegible]CE, this 3rd day of January, 198[illegible].

Commission Expires:

LORI BOLIVER
Notary Public for the State
Commission Expires
1985

Lori A. Boliver

Lori A. Boliver, Notary Public in and for the State of Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0266346-A

Lease effective date
December 1, 1963

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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.

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

28 North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 9: E½E¼, Section 10: SW¼, containing 320.00 acres, less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.6875%
All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 4.7951%
All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%
All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 3.1968%
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation --- 6.3935%
All formations below the base of Zone 5 --- 12.787%

Specify interest or percent of operating rights being conveyed to assignee	All
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor	See Attached Rider
Specify overriding royalty previously reserved or conveyed, if any	3%

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, period of payment, and other pertinent terms as provided under 43 CFR 3106.

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, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement of the Lakeridge Unit Area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195039

RECORDED March 3 1983 9:00 AM
IN BOOK 67 Oil & Gas PAGE 423
FEES 6.00 Paul J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by W. Mathews

Executed this 1st day of January, 1983.

1972 Oil and Gas Fund, Ltd., by
Petroleum North America, Inc., general partner

(Assignor's Signature)
Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

6-012

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

423 608 001

1124

PART II

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

A. ...NEE CERTIFIES THAT

...signee is over the age of majority

...signee is a citizen of the United States

...signee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, ...signee's statement of its qualifications are attached. If previously furnished, identify the serial number of ...record in which filed _____.

...signee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge... acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each ...ng District in Alaska.

...signee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of ...r parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

...ing fee of $25.00 is attached.

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

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

Exe... this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

Title ...S.C., Section 1001, makes ... ...any false, fictitious, or f...

...form - Use only for assig... ...working interests) in o... ...f operating rights is accom... ...not, a single copy of such ... ...with the assignment. If ... ...rights is made out of ...

Rider attached to Transfer, Assignment or Sublease or Operating Rights in Oil and Gas Lease U-02660346-A

Net override reserved by Assignor:

Zone 1 - .3281% of 8/8ths (10% - 3% x 4.6875%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

...ATE OF TEXAS

...UNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ... M. OSWALD, known to me to be the person whose name is subscribed to the ...regoing instrume... Vice President of BELCO PETROLEUM NORTH AMERICA, ..., as General Pa... of the BELCO 1972 OIL AND GAS FUND, LTD., and ack... ...owledged to me the... executed the same for the purposes and consideration ...herein expressed, ... capacity stated, and as the act and deed of said ...rporation.

GIVEN UNDER MY HAND A... EAL OF OFFICE, this 3rd day of January 83.

Commission E...

Lori A. Boliver, Notary Public in and for the State of Texas

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-0318400

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

Address (include zip code): P.O Box 2305, Houston, Texas 77252

The undersigned, as owner of see below 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) containing 320.00 acres, T 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 10: SE¼, Section 11: SW¼, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 1.6575%

Zone 2 All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 4.7951%

Zone 3 All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%

Zone 4 All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 3.1968%

Zone 5 All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation --- 6.3935%

Zone 6 All formations below the base of Zone 5 --- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	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.

Agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per producing day averaged on the monthly basis is 15 barrels or less.
Assignment is made without warranty of title expressed or implied and subject to the Unit Agreements and the Unit Operating Agreements for Lakeridge and Hoback III Unit Areas.
CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief, and made in good faith.

195010

RECORDED March 2 1983 2:00 P.M.
IN BOOK 67 Oil & Gas PAGE 425
WESLEY SAM GOOD COUNTY CLERK
SUBLETTE COUNTY CLERK

Executed this 1st day of January, 19 83.

1972 Oil and Gas Fund, Ltd., by
Exploration North America, Inc., general partner

(Assignor's Signature)
Donald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

-011

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

425

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 Mining 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. 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)

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0318400

Net override reserved by Assignor:

Zone 1 - .3281% of 8/8ths (10% - 3% x 4.6875%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1675% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3936%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared [illegible] M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument [illegible] Vice President of BELCO PETROLEUM NORTH AMERICA, [illegible], as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and acknowledged to me that [illegible] executed the same for the purposes and consideration therein expressed, in [illegible] capacity stated [illegible] as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January 1983

My Commission Expires

LORI BOLIVER
Notary Public for the State
Commission Expires

Lori A. Boliver, Notary Public in and for the State of Texas

3-14
(981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1983

Lease Serial No.
W-0318400

Lease effective date
December 1, 1965

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

PART I

Assignee's Name: Exxon Corporation

Address (include zip code): P.O. Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 11: SE¼, containing 160.00 acres, more or less, insofar, if any, insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble No. 2 Hoback II Unit Well, Section 15, T28N, R115W, 6th P.M. down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. — 4.6875%
Zone 2 – All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼ Section 35, T29N, R115W, 6th P.M. — 9.3746%
Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 9.3746%
Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 12.5%
Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. — 12.5%
Zone 6 – All formations below the base of Zone 5. — 25.0%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. 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. 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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195011

RECORDED March 3 1983 2:00 PM
IN BOOK 67 O&G PAGE 427
FEES 6.00 Sam J. Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK
Myra McClure

Executed this 1st day of January, 1983.

Exxco 1972 Oil and Gas Fund, Ltd., by
Exxco Petroleum North America, Inc., general partner

L. M. Oswald
(Assignor's Signature)

L. M. Oswald
Vice President

10000 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 _____ By _____
(Authorized Officer)

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.

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0318400

Net override reserved by Assignor:

Zone 1 - .3281% of 8/8ths (10% - 3% x 4.6875%)
Zone 2 - .6562% of 8/8ths (10% - 3% x 9.3746%)
Zone 3 - .6562% of 8/8ths (10% - 3% x 9.3746%)
Zone 4 - .875% of 8/8ths (10% - 3% x 12.5%)
Zone 5 - .875% of 8/8ths (10% - 3% x 12.5%)
Zone 6 - 1.75% of 8/8ths (10% - 3% x 25%)

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 83.

My Commission Expires

LORI BOLIVER
Notary Public for the State
Commission Expires

Lori A. Boliver, Notary Public in and for the State of Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. [illegible]

Lease Serial No.
W-0318400

Lease effective date
December 1, 1965

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

PART I

ignee's Name
Exxon Corporation

ddress (include zip code)
P.O. Box 2305
Houston, Texas 77252

dersigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby trans- ssigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

scribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
nship 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming: Section 14: NE¼, containing 160.00 acres, more or less,
far, and only insofar as said operating rights pertain to the following depths or intervals and corresponding interests:

ne 1 -- All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit Well, Section 15, T28N, R115W, 6th P.M. down to the base of the Jurassic Nugget Formation, deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. --- 9.3746%
ne 2 -- All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼ Section 35, T29N, R115W, 6th P.M. --- 9.3746%
ne 3 -- All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 9.3746%
ne 4 -- All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 12.5%
ne 5 -- All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. --- 12.5%
ne 6 -- All formations below the base of Zone 5 --- 25.0%

3.	ify interest or percent of operating rights being conveyed to assignee	All
4.	ify interest or percent of operating rights being retained by assignor	None
5.	ify overriding royalty interest being reserved by assignor	See Attached Rider
6.	ify overriding royalty previously reserved or conveyed, if any	3%

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

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

reed that the obligation to pay any overriding royalties or payments out of production of oil created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per r day averaged on the monthly basis is 15 barrels or less.
gnment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement Lakeridge Unit Area
FIRM That the statements made herein are true, complete, and correct to the best of my knowledge and belief made in good faith.

1956.12

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Oil PAGE 429
FEES 6.00 Sam J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by M. McClure

ed this 1st day of January, 1983.
1972 Oil and Gas Fund, Ltd., by
Petroleum North America, Inc., general partner

J. M. Oswald
(Assignor's Signature)
M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston Texas 77055
(City) (State)

1426-011

U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agen tates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

ment approved effective _____ By _____
(Authorized Officer)

429

430

PART II

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

A. ASSIGNEE CERTIFIES THAT

[illegible] age of majority

[illegible] a citizen of the United States

[illegible] is [illegible] Individual [illegible] Municipality [illegible] Association [illegible] Corporation. If other than an individual, [illegible]nee's statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible]ecord in which filed _____.

[illegible]nee'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 [illegible] District in Alaska.

[illegible]nee [illegible] is [illegible] is not the sole party in interest in this assignment. Information as to interests of [illegible] parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

[illegible]ng fee of $25.00 is attached.

B. A[illegible]E AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by [illegible] authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lea[illegible] described herein as to the interests covered by this assignment, including, but not limited to, the obligations [illegible] conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition [illegible] wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as p[illegible]d in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the re[illegible]ns (43 CFR 3104.2).

C. I[illegible]REBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under[illegible] knowledge and belief and are made in good faith.

Executed [illegible] is [illegible] day of [illegible], 19[illegible].

(Assignee's Signature)

(Assignee's Address)

(City) (State)

[illegible] Section 1001, makes [illegible] any false, fictitious, or [illegible]

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-03[illegible]

Net override reserved by Assignor:

Zone 1 - .6562% of 8/8ths (10% - 3% x 9.3746%)

Zone 2 - .6562% of 8/8ths (10% - 3% x 9.3746%)

Zone 3 - .6562% of 8/8ths (10% - 3% x 9.3746%)

Zone 4 - .875% of 8/8ths (10% - 3% x 12.5%)

Zone 5 - .875% of 8/8ths (10% - 3% x 12.5%)

Zone 6 - 1.75% of 8/8ths (10% - 3% x 25%)

[illegible]E OF TEXAS }
[illegible]NTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared [illegible] M. OSWALD, known to me to be the person whose name is subscribed to the [illegible]going instrument [illegible] Vice President of BELCO PETROLEUM NORTH AMERICA, [illegible], as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and ack[illegible]ledged to me that [illegible] executed the same for the purposes and consideration [illegible]rein expressed, in the capacity stated, and as the act and deed of said [illegible]poration.

GIVEN UNDER [illegible]ND SEAL OF OFFICE, this [illegible]1 day of Janu[illegible], 19 83.

Commi[illegible] [illegible]pires:
[illegible]OLIVER
[illegible] the State of Texas
[illegible] 30, 19 85

Lori A. Boliver, Notary Public in and for the State of Texas

F -14
(O 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-0266371

Lease effective date
January 1, 1964

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

PART I

1 ..gnee's Name
Exxon Corporation

..ess (*include zip code*)
P.O Box 2305
Houston, Texas 77252

..rsigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby trans- ..ns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

..ribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
..North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 14: SW¼, Section 15: SE¼, N½SW¼, SE¼SW¼, containing ..s, more or less, insofar and only insofar as said operating rights pertain to the following depths or intervals and corresponding interests:

..ll formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the ..umble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation ..eemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well ---- 9.3746%

2 ..ll formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine ..reek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%

..ll formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic ..uivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, ..th P.M. ---- 2.3975%

Zone ..ll formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic ..uivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, ..th P.M. ---- 3.1968%

Zone ..ll formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation ---- 6.3935%

Zone ..ll formations below the base of Zone 5 ---- 12.787%

..fy interest or percent of operating rights being conveyed to assignee	All
..fy interest or percent of operating rights being retained by assignor	None
..fy overriding royalty interest being reserved by assignor	See Attached Rider
..fy overriding royalty previously reserved or conveyed, if any	3%

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

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

..eed that the obligation to pay any overriding royalties or payments out of production of oil created herein, ..when added to overriding royalties or payments out of production previously created and to the royalty payable ..nited States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per ..day averaged on the monthly basis is 15 barrels or less.
..ment is made without warranty of title expressed or implied and subject to the Unit Agreements and the Unit Operating Agreements ..akeridge and Hoback III Unit Areas.
..FY That the statements made herein are true, complete, and correct to the best of my knowledge and belief ..made in good faith.

195013

RECORDED March 2 1983 2:00 P.M.
IN BOOK 67 Orig PAGE 431
FEES 6.00 Jean O. Grade COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McDowell

..d this 1st day of January, 1983.
..FA Oil and Gas Fund, Ltd., by
..etroleum North America, Inc., general partner

..ald
..ice President
(Assignor's Signature)

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

..-010

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

THE UNITED STATES OF AMERICA

A ..ent approved effective _____ By _____
(Authorized Officer)

_____
(Title)

431 6 7 901

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 Land District in Alaska.

Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

A service fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by an 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 comply with rules 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)

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W 0266371

Net override reserved by Assignor:

Zone 1 - .6662% of 8/8ths (10% - 3% x 9.3746%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

STATE OF TEXAS
COUNTY OF HARRIS

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, Vice President of BELCO PETROLEUM NORTH AMERICA, Inc., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January 1985.

Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30-1985

Lori A. Boliver, Notary Public in and for the State of Texas

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form Approved
OMB No. 1004-0034
Expires: March 31, 1985

Lease Serial No.
W-0266371

Lease effective date
January 1, 1964

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

PART I

Name: Exxon Corporation

(Address, zip code): P.O. Box 2305
Houston, Texas 77252

...ed, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby trans-
...and or subleases to the assignee shown above, the operating rights in such lease as specified below.

The lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
North, Range 115 West, 6th P.M., Sublette County, Wyoming: Section 14: SE/¼, containing 160.00 acres, more or less,
only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the
Humble No. 2 Hoback II Unit Well, Section 15, T28N, R115W, 6th P.M. down to the base of the Jurassic Nugget Formation, deemed to
be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. — 9.3746%
All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well
located in the NE/4SW/4 Section 35, T29N, R115W, 6th P.M. — 9.3746%
All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297
feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. — 9.3746%
All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of
13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. — 12.5%
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. — 12.5%
All formations below the base of Zone 5 — 25.0%

...y interest or percent of operating rights being conveyed to assignee	All
...y interest or percent of operating rights being retained by assignor	None
...y overriding royalty interest being reserved by assignor	See Attached Rider
...y overriding royalty previously reserved or conveyed, if any	3%

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

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

...reed that the obligation to pay any overriding royalties or payments out of production of oil created herein,
...when added to overriding royalties or payments out of production previously created and to the royalty payable
...United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per
...er day averaged on the monthly basis is 15 barrels or less.
...signment is made without warranty of title expressed or implied and subject to the Unit Agreements and the Unit Operating Agreements
...e Lakeridge and Hoback III Unit Areas.
...TIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief
...re made in good faith.

1950-14

RECORDED March 2 1983 2:20 PM
IN BOOK 67 Ext PAGE 433
FEES 6.00 Sam Yost COUNTY CLERK
SUBLETTE COUNTY CLERK
D M Thurs

...ated this 1st day of January, 1983.

...ro-1972 Oil and Gas Fund, Ltd., by
...o Petroleum North America, Inc., general partner

10000 Old Katy Road, Suite 100
(Assignor's Address)

(Assignor's Signature)
Vice President

Houston (City) Texas (State) 77055 (Zip Code)

#1426-010

...18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the
...United States ... 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)

433

...re instructions on one sheet of bo... 607937 00

U 3 K

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. A ee is over the age of majority
2. A ee is a citizen of the United States
3. ee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, ee's statement of its qualifications are attached. If previously furnished, identify the serial number of rd in which filed _____.
4. e's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge- res in options and leases in the same State, or 300,000 chargeable acres in leases and options in each District in Alaska.
5. e [ ] is [ ] is not the sole ty in interest in this assignment. Information as to interests of ties in this assignment must be nished as provided in the regulations (43 CFR 310 6).
6. fee of $25.00 is attached.

B. A AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the orized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease noted herein as to the interests covered by this assignment, including, but not limited to, the obliga- tion to conduct all operations on the lease hold in accordance with the terms and conditions of the lease, to condi- tions for proper abandonment, to restore the leased lands upon completion of any drilling operations as required 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 BY CERTIFIED That the statements made herein are true, complete, and correct to the best of under- signed's knowledge and belief and are made in good faith.

Executed day of , 19 .

(Assignee's Signature)

(Assignee's Address)

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0266371

Net override reserved by Assignor:

Zone 1 - .6562% of 8/8ths (10% - 3% x 9.3746%)
Zone 2 - .6562% of 8/8ths (10% - 3% x 9.3746%)
Zone 3 - .6562% of 8/8ths (10% - 3% x 9.3746%)
Zone 4 - .875% of 8/8ths (10% - 3% x 12.5%)
Zone 5 - .875% of 8/8ths (10% - 3% x 12.5%)
Zone 6 - 1.75% of 8/8ths (10% - 3% x 25%)

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared OSWALD, known to me to be the person whose name is subscribed to the going instrument, as the President of BELCO PETROLEUM NORTH AMERICA, as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and ack- ged to me that he executed the same for the purposes and consideration n expressed, in the capacity stated, and as the act and deed of said ation.

GIVEN UNDER MY HAND SEAL OF OFFICE, this 3rd day of January, 83.

ission Expires
LORI BOLIVER
tary Public for the
ssion Expires
as
2, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0318400

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

Address (include zip code)
P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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)

T28N North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 14: NW¼, containing 160.00 acres, more or less, insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 -- All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 9.5746%

Zone 2 -- All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 4.7951%

Zone 3 -- All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%

Zone 4 -- All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 3.1968%

Zone 5 -- All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation --- 6.3935%

Zone 6 -- All formations below the base of Zone 5 --- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	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 made in good faith.

195045

RECORDED March 2 1983 2:00 P M
IN BOOK 67 Oil PAGE 435
FEES 6.00 Lorna J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
Lyn D McClure

Executed this 1st day of January, 1983.

1972 Oil and Gas Fund, Ltd., by
Petroleum North America, Inc., general partner

J. P. Arnold
Vice President
(Assignor's Signature)

10000 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 _____ By _____
(Authorized Officer)

435 (Title) (Date)

608872 001

436

PART II

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

A. E CERTIFIES THAT
nee is over the age of majority
nee is a citizen of the United States
nee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, nee's statement of its qualifications are attached. If previously furnished, identify the serial number of ecord in which filed _____.
nee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge- acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each ng District in Alaska.
nee [ ] is [ ] is not sole party in interest in this assignment. Information as to interests of parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
ng fee of $25.00 is attached.

B. E AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) thorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the scribed herein as to the interests covered by this assignment, including, but not limited to, the obliga- nduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi- ells for proper abandonment to restore the leased lands upon completion of any drilling operations as d in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the ns (43 CFR 3104.2).

C. EREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under- knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

C., Section 1001, makes it a c

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0318400

Net override reserved by Assignor:

Zone 1 - .6562% of 8/8ths (10% - 3% x 9.3746%)
Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)
Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)
Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)
Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)
Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

E OF TEXAS
TY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared . OSWALD, known to me to be the person whose name subscribed to the going instrument, as Vice President of BELCO PETROLEUM NORTH AMERICA, , as General Partner the BELCO 1972 OIL AND GAS FUND, LTD., and ack- ledged to me that he cuted the same for the purposes and consideration rein expressed, in apacity stated, and as the act and deed of said oration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 1983.

Commission res

Lori A. Boliver, Notary Public in and for the State of Texas

Notary P
State of Texas
4-30 1985

-14
(981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0323140

Lease effective date
March 1, 1966

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

PART I

gnee's Name
Exxon Corporation

ss (include zip code)
P.O Box 2305
Houston, Texas 77252

rsigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby trans- gns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

ribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
North, Range 115 West, 6th P.M., Sublette County Wyoming, Section 15: NW¼, containing 160.00 acres, more or less,

only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the acle Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation med to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well — 10%

Zone 1 formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine ek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 4.7951%

Zone 2 formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic uivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, P.M. — 2.3975%

Zone 3 formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic uivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, P.M. — 3.1968%

Zone 4 formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation — 6.3935%

Zone 5 formations below the base of Zone 5 — 12.787%

3. ty interest or percent of operating rights being conveyed to assignee	All
4 ty interest or percent of operating rights being retained by assignor	None
ty overriding royalty interest being reserved by assignor	See Attached Rider
ty overriding royalty previously reserved or conveyed, if any	3%

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

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

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

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

195046

RECORDED March 8 1983 2:00 P M
IN BOOK 67 Oil & Gas PAGE 437
FEES 6.00 Lou Ann Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
Lyle D. McKinney

his 1st day of January , 19 8

Oil and Gas Fund, Ltd., by
Mobil North America, Inc., general partner

(Assignor's Signature)

10000 Old Katy Road, Suite 100
(Assignor's Address)

President

Houston (City) Texas (State) 77055 (Zip Code)

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

THE UNITED STATES OF AMERI

A approved effective _____ By _____
rized Officer)

4 38

PART II

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

A. ...E CERTIFIES THAT

1. ...nee is over the age of majority

2. ...nee is a citizen of the United States

3. ...nee is [ ] individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, ...nee's statement of its qualifications are attached. If previously furnished, identify the serial number of ...record in which filed _____.

4. ...nee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-...acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each ...g District in Alaska.

5. ...nee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of ...parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

6. ...ng fee of $25.00 is attached.

B. ...E AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) ...thorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the ...scribed herein as to the interests covered by this assignment, including, but not limited to, the obliga-...nduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi-...wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as ...d in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the ...ns (43 CFR 3104.2).

C. ...REBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-...knowledge and belief and are made in good faith.

Dated ...s day of , 19 .

(Assignee's signature)

(Assignee's Address)

(City) (State) (Zip Code)

...., Section 1001, makes ...any false, fictitious, or ...

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0323140

Net override reserved by Assignor:

Zone 1 - .6562% of 8/8ths (10% - 3% x 9.3746%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

...E OF TEXAS §
§
...TY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ...A. OSWALD, known to me to be the person whose name is subscribed to the ...regoing instrument, as Vice President of BELCO PETROLEUM NORTH AMERICA, ..., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and ack-...owledged to me that he executed the same for the purposes and consideration ...rein expressed, in the capacity stated, and as the act and deed of said ...oration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 1983.

...es:

Lori B. Boliver, Notary Public in and for the State of Texas

[redacted] [redacted] [redacted]

[illegible]-14
[illegible] (981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1983

Lease Serial No.
W-032261I

Lease effective date
April 1, 1966

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

PART I

[illegible]signee's Name
Exxon Corporation

[illegible]ress (*include zip code*)
P.O Box 2305
Houston, Texas 77252

[illegible]ersigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby trans-[illegible]ions, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

[illegible]cribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

[illegible] North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 15: SW¼SW¼, containing 40.00 acres, more or less, [illegible] only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well — [illegible]3746%.
All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 4.7951%
All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 2.3975%
All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 3.1968%
All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation — 6.3935%
All formations below the base of Zone 5 — 12.787%

[illegible]ify interest or percent of operating rights being conveyed to assignee	All
[illegible]ify interest or percent of operating rights being retained by assignor	None
[illegible]ify overriding royalty interest being reserved by assignor	See Attached Rider
[illegible]ify overriding royalty previously reserved or conveyed, if any	None

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

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

[illegible]eed that the obligation to pay any overriding royalties or payments out of production of oil created herein, [illegible]hen added to overriding royalties or payments out of production previously created and to the royalty payable [illegible]nited States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per [illegible] day averaged on the monthly basis is 15 barrels or less.
[illegible]ument is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement [illegible]kerridge Unit Area.
[illegible]FY That the statements made herein are true, complete, and correct to the best of my knowledge and belief [illegible] made in good faith.

195017

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Misc PAGE 439
[illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

[illegible]d this 1st day of January, 1983.
[illegible]72 Oil and Gas Fund, Ltd., by
[illegible]etroleum North America, Inc., general partner

[illegible] (Assignor's Signature)
[illegible]wald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

[illegible].S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the [illegible]ates any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMER[illegible]

[illegible]ent approved effective _____ By _____
(Authorized Officer)

440

PART II

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

A. A... E CERTIFIES THAT

1. ...nee is over the age of majority

2. ...nee is a citizen of the United States

3. ...nee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, ...ee's statement of its qualifications are attached. If previously furnished, identify the serial number of ...ord in which filed _____.

4. ...ee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-...res in options and leases in the same State, or 300,000 chargeable acres in leases and options in each ...r District in Alaska.

5. ...ee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of ...parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

6. ...g fee of $25.00 is attached.

B. A... AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by ...horized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the le...cribed herein as to the interests covered by this assignment, including, but not limited to, the obliga-t... ...nduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi-...ells for proper abandonment, to restore the leased lands upon completion of any drilling operations as ...in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the ...s (43 CFR 3104.2).

C. H... ...BY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-...knowledge and belief and are made in good faith.

Ex... day of , 19 .

(Assignee's Signature)

(Assign... Address)

(City) (State) (Zip Code)

..., Section 1001, makes i... ...y false, fictitious, or f...

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0322611

Net override reserved by Assignor:

Zone 1 - .9375% of 8/8ths (10% - 0 = 9.3746%)

Zone 2 - .4795% of 8/8ths (10% - 0 = 4.7951%)

Zone 3 - .2397% of 8/8ths (10% - 0 = 2.3975%)

Zone 4 - .3197% of 8/8ths (10% - 0 x 3.1968%)

Zone 5 - .6393% of 8/8ths (10% - 0 x 6.3935%)

Zone 6 - 1.2787% of 8/8ths (10% - 0 = 12.787%)

1. ...m — Use only for assig... ...working interests) in ...operating rights is acc... ...single copy of each

S... OF TEXAS

C... OF HARRIS

...FORE ME, the undersigned authority, on this day personally appeared J... OSWALD, known to me to be the person whose name is subscribed to the fo...ing instrument, as ... President of BELCO PETROLEUM NORTH AMERICA, li... as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and ack-...ged to me that he executed the same for the purposes and consideration ...in expressed, in the capacity stated, and as the act and deed of said co...ration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori ...liver, Notary Public in and for the State of Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. [illegible]
Expires [illegible]

Lease Serial No.
W-5700

Lease effective date
June 1, 1967

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

PART I

ssignee's Name
Exxon Corporation

ddress (include zip code)
P.O. Box 2305
Houston, Texas 77252

ndersigned, as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby transsigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

escribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
ship 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 16: SW/¼, containing 160.00 acres, more or less,
and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

- 1 -- All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit Well, Section 15, T28N, R115W, 6th P.M. down to the base of the Jurassic Nugget Formation, deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. —— 9.3746%
- e 2 -- All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼ Section 35, T29N, R115W, 6th P.M. ---- 9.3746%
- e 3 -- All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 9.3746%
- e 4 -- All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 12.5%
- e 5 -- All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. ---- 12.5%
- e 6 -- All formations below the base of Zone 5 ---- 25.0%

ify interest or percent of operating rights being conveyed to assignee	All
ify interest or percent of operating rights being retained by assignor	None
ify overriding royalty interest being reserved by assignor	See Attached Rider
ify overriding royalty previously reserved or conveyed, if any	None

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

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

greed that the obligation to pay any overriding royalties or payments out of production of oil created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per er day averaged on the monthly basis is 15 barrels or less.
signment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for ridge Unit Area.
RTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief e made in good faith.

195048

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Misc PAGE 441
FEES 6.00 Sam J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McClure

ed this 1st day of January, 19 83.
1972 Oil and Gas Fund, Ltd., by
Petroleum North America, Inc., general partner

(Assignor's Signature)
J. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

426-007

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

THE UNITED STATES OF AMERICA

ment approved effecti By
(A zed Officer)

(Date)

441

608780 A01

PART II

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

A. [illegible] E CERTIFIES THAT
[illegible]nee is over the age of majority
[illegible]nee is a citizen of the United States
[illegible]nee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, [illegible]ee's statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible] in which filed _____.
[illegible]ee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-[illegible]es in options and leases in the same State, or 300,000 chargeable acres in leases and options in each [illegible] District in Alaska.
[illegible]ee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of [illegible]arties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
[illegible] fee of $25.00 is attached.

B. A[illegible] AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) [illegible]horized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the [illegible]ribed herein as to the interests covered by this assignment, including, but not limited to, the obliga-[illegible]duct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi-[illegible]ils for proper abandonment, to restore the leased lands upon completion of any drilling operations as [illegible] in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the [illegible] (43 CFR 3104.2).

C. [illegible]EBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-[illegible]nowledge and belief and are made in good faith.

[illegible] day of , 19 .

(Assignee's signature)

(Assignee's Address)

(City) (State) (Zip Code)

[illegible] Section 1001, makes it a cr[illegible]

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-5700

Net override reserved by Assignor:

Zone 1 - .9375% of 8/8ths ([illegible] - 0 x 9.3746%)
Zone 2 - .9375% of 8/8ths ([illegible] - 0 x 9.3746%)
Zone 3 - .9375% of 8/8ths ([illegible] - 0 x 9.3746%)
Zone 4 - 1.25% of 8/8ths ([illegible] - 0 x 12.5%)
Zone 5 - 1.25% of 8/8ths (10% - 0 x 12.5%)
Zone 6 - 2.5% of 8/8ths ([illegible] - 0 x 25%)

[illegible] OF TEXAS
[illegible]Y OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared [illegible] OSWALD, known to me to be the person whose name is subscribed to the [illegible]oing instrument, as Vice President of BELCO PETROLEUM NORTH AMERICA, [illegible] as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., and ack-[illegible]dged to me that [illegible] executed the same for the purposes and consideration [illegible]in expressed, in [illegible] capacity stated and as the act and deed of said [illegible]ration.

GIVEN UNDER MY HAND AND [illegible]AL OF OFFICE, this 3rd day of January, 19[illegible].

[illegible]ssi[illegible] [illegible]ires:
[illegible]VER
Notary Public for the State of Te[illegible]
[illegible]ission Expires 4-3[illegible]

Lori A. Boliver, Notary Public in and for the State of Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0034
Expires: [illegible]

Lease Serial No.
W-3852

Lease effective date
March 1, 1967

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

PART I

Assignor's Name: Exxon Corporation

Address (street, city, state, zip code): P.O. Box 2305
Houston, Texas 77252

[illegible], as owner of see below percent of operating rights in the above-designated oil and gas lease, hereby transfers, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

[illegible] the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
[illegible]ship 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming, Section 16: NW/¼, SE/¼, containing 320.00 acres,
[illegible]ess, insofar and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests

1 -- All formations from below the top of the Garnett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit Well, Section 15, T28N, R115W, 6th P.M. down to the base of the Jurassic Nugget Formation, deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. --- 9.3746%
2 -- All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼ Section 35, T29N, R115W, 6th P.M. --- 9.3746%
3 -- All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 9.3746%
4 -- All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 12.5%
5 -- All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. --- 12.5%
6 -- All formations below the base of Zone 5 --- 25.0%

[illegible]ty interest or percent of operating rights being conveyed to assignee	All
[illegible]y interest or percent of operating rights being retained by assignor	None
[illegible] overriding royalty interest being reserved by assignor	See Attached Rider
[illegible]y overriding royalty previously reserved or conveyed, if any	None

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

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

[illegible]ed that the obligation to pay any overriding royalties or payments out of production of oil created herein, [illegible]en added to overriding royalties or payments out of production previously created and to the royalty payable [illegible]nited States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per [illegible] day averaged on the monthly basis is 15 barrels or less.
[illegible]ment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement [illegible]eridge Unit Area.
[illegible] That the statements made herein are true, complete, and correct to the best of my knowledge and belief made in good faith.

195019

RECORDED March 2 1983 2:20 PM
IN BOOK 67 Ovr 2 PAGE 443
FEES 6.00 Sam J. Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK
Lyle D. McClure

[illegible] this 1st day of January, 19 83.
[illegible]972 Oil and Gas Fund, Ltd., by
[illegible]etroleum North America, Inc., general partner

[illegible]
(Assignor's Signature)
[illegible]ald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

[illegible]-006

[illegible]C., Section 1001, makes it a crime for any person knowingly and willfully [illegible]ke to any department or agency of the [illegible]tes any false, fictitious, or fraudulent statements or representations as to any [illegible]tter within its jurisdiction.

THE UNITED STATES OF AMERICA

[illegible] approved effective [illegible] By [illegible]
(Authorized Officer)

(Date)

PART II

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

A. A[illegible]E CERTIFIES THAT

1. [illegible]nee is over the age of majority

2. [illegible]nee is a citizen of the United States

3. [illegible]nee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, [illegible]nee's statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible]ord in which filed _____.

4. [illegible]nee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-[illegible]cres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each [illegible] District in Alaska.

5. [illegible]nee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of [illegible]parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

6. [illegible] fee of $25.00 is attached.

B. [illegible] AGREES That, upon app[illegible]al of this transfer of operating rights and/or operating agreement (sublease) [illegible]thorized officer of the Bu[illegible] of Land Management, he will be bound by the terms and conditions of the [illegible]cribed herein as to the in[illegible]sts covered by this assignment, including, but not limited to, the obliga-[illegible]nduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condi-[illegible]ells for proper abandonment, to restore the leased lands upon completion of any drilling operations as [illegible] in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the [illegible] (43 CFR 3104.2).

C. [illegible]EREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-[illegible] knowledge and belief and are made in good faith.

[illegible]s day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

[illegible] Section 1001, makes it a [illegible] any false, fictitious, or fra[illegible]

[illegible] — Use only for assignm[illegible] working interests) in oil [illegible] operating rights is accomp[illegible] a single copy of such a[illegible] the assignment. If more [illegible] rights is made out of a lea[illegible]

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-3852

Net override reserved by As[illegible]or:

Zone 1 - .9375% of 8/8th[illegible] - 0 x 9.37[illegible])

Zone 2 - .9375% of 8/8ths (10% - 0 x 9.3746%)

Zone 3 - .9375% of 8/8ths (10% - 0 x 9.3746%)

Zone 4 - 1.25% of 8/8ths (10% - 0 x 12.5%)

Zone 5 - 1.25% of 8/8ths (10% - 0 x 12.5%)

Zone 6 - 2.5% of 8/8ths (10% - 0 x 25%)

STATE OF TEXAS

COUNTY OF HARRIS

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 1983.

My Commission Expires:

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

[redacted] 25 [redacted] [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-3852

Lease effective date
March 1, 1967

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

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 16: NE¼, containing 160.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 9.3746%

Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 4.7951%

Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%

Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 3.1968%

Zone 5 --All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation --- 6.3935%

Zone 6 -- All formations below the base of Zone 5 --- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
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.

190050

RECORDED March 2 1983 2:00 PM
IN BOOK 67 Oil & Gas PAGE 445
FEES 6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
Lyle McClure

Executed this 1st day of January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald
(Assignor's Signature)
J. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

1426-006

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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]

ASSIGNEE'S APPLICATION FOR [redacted]OVAL 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.

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.

1. *Use of Form* — Use only for assignmer r
(including working interests) in oil a
transfer of operating rights is accompa b
agreement, a single copy of such agre
mitted with the assignment. If more
operating rights is made out of a leas
ment of transfer is required for each as

2. *Filing and Number of Copies* — File th

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-3852

Net override reserved by Assignor:

Zone 1 - .9375% of 8/8ths (10% - 0 x 9.3746%)

Zone 2 - .4795% of 8/8ths (10% - 0 x 4.7951%)

Zone 3 - .2397% of 8/8ths (10% - 0 x 2.3975%)

Zone 4 - .3197% of 8/8ths (10% - 0 x 3.1968%)

Zone 5 - .6393% of 8/8ths (10% - 0 x 6.3935%)

Zone 6 - 1.2787% of 8/8ths (10% - 0 x 12.787%)

STATE OF TEXAS
COUNTY OF HARRIS

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 1-20-1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

9777

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: [illegible]

Lease Serial No.
W-032261I

Lease effective date
April 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

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 22: All, Section 23: W/½, containing 960.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 -- All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit Well, Section 15, T28N, R115W, 6th P.M. down to the base of the Jurassic Nugget Formation, deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. --- 9.3746%
Zone 2 -- All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼ Section 35, T29N, R115W, 6th P.M. --- 9.3746%
Zone 3 -- All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 9.3746%
Zone 4 -- All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,559 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 12.5%
Zone 5 -- All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. --- 12.5%
Zone 6 -- All formations below the base of Zone 5 --- 25.0%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
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.
This instrument is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195051

RECORDED March 2 1983 2:00 P.M.
IN BOOK 67 Misc PAGE 447
FEES 6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McClure

Executed this 1st day of January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

T. M. Oswald
(Assignor's Signature)
T. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-003

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 43 CFR 3106.

607936 001

447

PART II 448

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)

Title 18 U.S.C., Section 1001, makes it a cri
United States any false, fictitious, or fraudu

1. *Use of Form* — Use only for assignment *(including working interests)* in oil ar
transfer of operating rights is accompan
agreement, a single copy of such agree
mitted with the assignment. If more th
operating rights is made out of a lease,

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0322611

Net override reserved by Assignor:

Zone 1 - .9375% of 8/8ths (10% - 0 x 9.3746%)

Zone 2 - .9375% of 8/8ths (10% - 0 x 9.3746%)

Zone 3 - .9375% of 8/8ths (10% - 0 x 9.3746%)

Zone 4 - 1.25% of 8/8ths (10% - 0 x 12.5%)

Zone 5 - 1.25% of 8/8ths (10% - 0 x 12.5%)

Zone 6 - 2.5% of 8/8ths (10% - 0 x 25%)

STATE OF TEXAS ⎫
⎬
COUNTY OF HARRIS ⎭

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-1335

Lease effective date
October 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

The undersigned, as owner of see below 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 115 West, 6th P. M., Sublette County, Wyoming, Section 36: Lots 1, 2, NW¼, N½SW¼, containing 323.87 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or inter vals and corresponding interests:

Zone 1 -- All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation --- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195052

RECORDED March 2 1983 8:00 AM
IN BOOK 67 Or 47 PAGE 449
FEES 6.00 Lora J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McKinnie

Executed this 1st day of January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald
Vice President
(Assignor's Signature)

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-005

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 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 dep United States any false, fictitious, or fraud

1. *Use of Form* — Use only for assigneme *(including working interests)* in oil transfer of operating rights is accomp

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-1335

Net override reserved by Assignor:

Zone 1 - .3281% of 8/8ths (10% - 3% x 4.6875%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

NOTARY PUBLIC

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-1329

Lease effective date
October 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

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 36: Lots 3, 4, NE¼, N½SE¼, containing 321.29 acres, more or less, insofar and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well ---- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation ---- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	4%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

195052

RECORDED March 2, 1983 2:00 P.M.
IN BOOK 67 Oil & Gas PAGE 451
FEES 6.00 Sam J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. M. Shane

Executed this 1st day of January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

PETRO CORP.
J. M. Oswald
Vice President
#1426004

(Assignor's Signature)

10000 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 _____ By _____
(Authorized Officer)

(Title) (Date)

608151 601

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 cr
United States any false, fictitious, or fraudu

1. *Use of Form* — Use only for assignmer
(including working interests) in oil a
transfer of operating rights is accompa:

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-1329

Net override reserved by Assignor:

Zone 1 - .2812% of 8/8ths (10% - 4% x 4.6875%)

Zone 2 - .2877% of 8/8ths (10% - 4% x 4.7951%)

Zone 3 - .1438% of 8/8ths (10% - 4% x 2.3975%)

Zone 4 - .1918% of 8/8ths (10% - 4% x 3.1968%)

Zone 5 - .3836% of 8/8ths (10% - 4% x 6.3935%)

Zone 6 - .7672% of 8/8ths (10% - 4% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

A S S I G N M E N T

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, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with an office in Casper, Wyoming, hereinafter referred to as "Assignor" or as "Pan American", hereby does bargain, sell, assign, transfer and convey unto BELCO PETROLEUM CORPORATION, a corporation, its successors or assigns, hereinafter referred to as "Assignee", all its right, title and interest in and to the oil and gas lease, covering lands situated in Sublette County, State of Wyoming, described in Exhibit "A" hereto, insofar as said lease covers the land in said county and state, and described in said Exhibit "A" hereto, and all its interest in the well or wells located on said lands, or any equipment in said well or wells to and including wellhead equipment (said lease and land sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. Pan American represents that, except as to overriding royalties or other lease burdens shown on Exhibit "A", the lease and the wells and equipment thereon are free and clear of liens, claims, or encumbrances. Pan American agrees to pay any tax which may be levied or assessed on oil, gas or associated kindred hydrocarbons produced prior to the effective date hereof. The interest in the lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to said overriding royalties set forth in Exhibit "A"; and the Assignee hereby assumes and agrees to pay, its proportionate part of each of said overriding royalties to the extent that it is or remains a burden on the interest in the lease acreage herein assigned.

Pan American does not warrant title to the interest conveyed hereby, but does agree to assume the burden of any overriding royalty, production payment, or other lease burden payable out of production with which the lease acreage is burdened and which are not shown on Exhibit "A".

195054

March 2 1983 2:00 PM
67 Ovd PAGE 453
FEES $ Lou J Yost COUNTY
SUBLETTE COUNTY PINEDALE, WYOMING
Dorothy McClure

CERTIFICATE
I CERTIFY THAT THIS A TRUE AND COMPARATIVE COPY OF THE OFFICIAL RECORD ON FILE IN THE WYOMING STATE LAND OFFICE.

12-20-82
Date

DEPUTY COMMISSIONER OF PUBLIC LANDS AND FARM LOANS

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

3. This assignment is made subject to all the terms, and the express and implied covenants and conditions of said lease to the extent of the rights hereby assigned, which terms, covenants and conditions the 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 or lessors and their successors, heirs and assigns, but also in favor of the Assignor and its successors and assigns.

4. All notices, reports and other communications required or permitted hereunder or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:	Pan American Petroleum Corporation Post Office Box 2212 Casper, Wyoming
Assignee:	Belco Petroleum Corporation 630 Third Avenue New York 17, New York

5. 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 heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage hereby assigned and with each transfer or assignment of said land or lease acre

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

EXECUTED, this 6th day of February, 19 61.

PAN AMERICAN PETROLEUM CORPORATION

By T. S. Kearney
Its Attorney in Fact

APPRO
RS
Bm

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 6th day of February, 19 61, before me appeared T. S. Kearney, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of PAN AMERICAN PETROLEUM CORPORATION, and that said instrument was executed on behalf of said corporation by authority of its board of directors, and said T. S. Kearney acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 6th day of February, 19 61.

Notary Public

My commission expires My Commission Expires January 4, 1965.

OES:ccj (200)
1-18-61

455

LEASE SCHEDULE

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
7289	State of Wyoming (O-11142)	C. W. McAlpin	5-16-51	Township 28 North, Range 113 West Sec. 36: E/2 SW, N/2, SE	19 160	243 429

7546

ASSIGNMENT AND CONVEYANCE

This Assignment and Conveyance, dated December 31, 1969, by and from PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation (Grantor), to CLINTON OIL COMPANY, a Delaware corporation (Grantee).

WITNESSETH:

Grantor, for good and valuable consideration, by these presents does grant, bargain, sell, assign, transfer, set over, convey and deliver, effective as of December 31, 1969, unto Grantee the following:

A. The leasehold, fee and mineral interests and other properties and interests which are specifically described in Exhibit A; subject, however, to the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth in the specific descriptions of said properties and interests in Exhibit A (including the presently existing and valid royalties provided for in the leases and overriding royalties, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and other instruments and matters referred to in Exhibit A);

B. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and 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), which are described in Exhibit A or

which relate to any of the properties and interests specifically described in Exhibit A;

C. All of grantor's right, title and interest in, to and under, or derived from, all of the presently existing and valid oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, which are described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A;

D. Without limiting the foregoing, all of Grantor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the interests specifically described in Exhibit A, even though Grantor's interests in said lands be incorrectly described in, or a description of such interests be omitted from, Exhibit A;

Together with all of the right, title and interest of Grantor in and to tangible personal property, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or held for future use in connection with the exploration, development or operation of the properties described in Exhibit "A" or the production, treating, storing or transportation of oil, gas and other minerals from such properties, including, but not by way of limitation, lease stock in tanks on December 31, 1969, wells, tanks, boilers, buildings, fixtures, machinery and other equipment, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development or operation of the properties described in Exhibit "A," or the production, treating, storing of oil, gas and other minerals produced from the properties described in Exhibit "A."

To have and to hold the properties, rights, titles, interests, estates, powers, privileges and appurtenances by this Assignment and Conveyance, granted, bargained, sold, conveyed, assigned, transferred, set over and delivered as aforesaid unto Grantee, its successors and assigns forever.

And Grantor hereby binds itself, its successors and assigns to warrant and forever defend the title to all and singular the properties and interests described and referred to in Exhibit "A," subject to the contracts and encumbrances specifically set forth in Exhibit "A," unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Assignment and Conveyance is executed in several original counterparts (one of which with all of the Subdivisions in Exhibit "A" is to be recorded in Stafford County, Kansas) all of which are identical except that to facilitate recordation, in certain counterparts those Subdivisions in Exhibit "A" which contain specific descriptions of properties located in recording jurisdictions other than the recording jurisdiction in which the particular counterpart is to be recorded are included by reference only. Each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall constitute but one and the same Assignment and Conveyance.

IN WITNESS WHEREOF, Grantor has caused this Assignment and Conveyance to be duly executed on the date set forth in the acknowledgments annexed hereto.

PAN AMERICAN PETROLEUM CORPORATION

By John W. Phenicie

ATTEST:

Karl R. Goldsmith
Secretary

459

(Wyoming)

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Filed in the lease file.
Filed: December 10, 1982

On this 30th day of December, 1969, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Pan American Petroleum Corporation, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 30th day of December, 1969.

Notary Public

My Commission Expires:

June 22, [illegible]

EXHIBIT "A"

STATE OF WYOMING, COUNTY OF LINCOLN

PAN AMERICAN'S LEASE NO.	LESSOR OR GRANTOR	LESSEE OR GRANTEE	DATE	RECORDED VOL.	RECORDED PG.	RECORDS	DESCRIPTION OF LANDS	PAN AMERICAN'S INTEREST	COMP. SCHEDULE	NET INT. IN PRO-DUCTION
155335	United States of America (EV-07798-E)	Wyoming Reserve Oil Co., et al	9-1-64	30	32		T-26-N, R-113-W Sec. 2: Lot 4 as to rights above base of Mesaverde formation	.50	1-3	.4225
107282	State of Wyoming (0-11134)	C. W. McAlpin	5-16-51	22	439		T-26-N, R-113-W Lot 37: N/2 NE/4 NE/4, SW/4 NE/4 NE/4, S/2 NW/4 NE/4, NE/4 NW/4 NE/4, NW/4 SW/4 NE/4, SE/4 NE/4 NW/4, NE/4 SE/4 NW/4, of approx. middle 1/3 as to rights above base of Mesaverde formation	.50	2	.4375

COMPLEMENTARY SCHEDULE

1. Operating Agreement (Pan Am Contract No. 38,799) dated 6-1-57 for the Green River Bend Unit (Pan Am No. 169808) covering lands in 26-27N-113W as to the Mesaverde formation. Pan American's participation is .046228, NDI .0388358.

2. Operating Agreement (Pan Am Contract No. 38,799) dated 6-1-57 for the Green River Bend Unit (Pan Am No. 169808) covering lands in Lot 37-26N-113W as to the T-20 sand. Pan American's participation is .300182, NDI .262660.

3. Subject to proportionate 3% ORR.

RANK'S TRACT	LESSOR OR OWNER OF LEASE	LESSEE OF RECORD	DATE	RECORDED BK.	RECORDED PG.	DESCRIPTION OF LANDS	NET ACRES	COMM. ACCEPT.	NET INT.
	United States of America (W-0231772)	Clarence I. Justheim	6-1-52			T-28-N, R-113-W Sec. 2: SW/4 NW/4, NW/4 SW/4 Sec. 3: Lots 5,6, S/2 NE/4, N/2 SE/4 as to Mesaverde formation in all above lands	.525	1-3-16	.443625
7289	State of Wyoming (0-11142)	C. W. McAlpin	5-16-51	19	243	T-28-N, R-113-W Sec. 36: E/2 SW/4, N/2, SE/4 as to rights above base of Mesaverde formation	.20	4	.175
5221	United States of America (W-05900-B)	Luella Johnson	6-1-51	23	391	T-32-N, R-114-W Sec. 30: E/2 NE/4	.50	5-6-16	.4225
ct #10 ckel- Creek	United States of America (W-06008)	Florence E. Gallivan	6-1-51			Tr. 1 T-32-N, R-114-W Sec. 29: NW/4	.23052	5-6-7	.217052
						Tr. 2 T-32-N, R-114-W Sec. 20: S/2 SW/4	.115260	5-7-8	.100826

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Sublette County, Wyoming

PAN AMERICAN'S LEASE NO.	LESSOR OR GRANTOR	LESSEE OR GRANTEE	DATE	RECORDED VOL.	RECORDED PG.	RECORDED RECORDS	DESCRIPTION OF LANDS	PAN AMERICAN'S INTEREST	COMP. SCHEDULE	NET INT. IN PRODUCTION
21489	United States of America (W-025410-A)	Frank J. Sunseri	5-1-54	22	22		Tr. 1 T-27-N, R-112-W Sec. 31: E/2 NE/4 NW/4, SE/4 NW/4, SW/4 NE/4 NW/4, NW/4 SW/4 NE/4, NE/4 SW/4, N/2 SE/4 SW/4, S/2 SE/4 SW/4	.20	13-16	.1690
							Tr. 2 T-27-N, R-112-W Sec. 31: Lot 10 as to rights above base of Mesaverde formation in Tr. 1 and Tr. 2 above	.20	13-15-16	.1690
07288	State of Wyoming (0-11141)	C. W. McAlpin	5-16-51	21	272		T-27-N, R-113-W Sec. 36: W/2 SW/4 NE/4, NW/4, N/2 SW/4, NW/4 NE/4 as to rights above base of Mesaverde formation	.20	14	.1750

Sublette County, Wyoming

EXHIBIT "A" TO ASSIGNMENT AND CONVEYANCE

This Exhibit A describes the oil and gas properties located in the States of:

Alabama	Kansas	Nebraska	Texas
Alaska	Louisiana	New Mexico	Utah
Arkansas	Mississippi	North Dakota	Wyoming
Colorado	Montana	Oklahoma	

which are referred to in the foregoing Assignment and Conveyance, to which this Exhibit A is attached, as being specifically described herein.

The properties specifically described in this Exhibit A include and/or are subject to the respective restrictions, exceptions, reservations, conditions, limitations, amendments, assignments, contracts, agreements and other instruments and matters set forth in the "Complementary Schedule" in this Exhibit A following the descriptions in tabular form for each County, as indicated by reference numbers under the column heading "Complementary Schedule". The references in said Complementary Schedule to agreements or other instruments shall not operate to subject any interest to any such agreement or other instrument except to the extent that such agreement or other instrument is valid and presently subsisting with respect to such interest; nor shall the reference to any such agreement or other instrument be deemed to constitute a recognition by the parties to the Conveyance that any such agreement or other instrument so referred to is valid except to the extent such agreement or other instrument is presently in force and effect.

The following abbreviations appearing in this Exhibit A represent the following terms, respectively:

"L" -- Oil and gas leasehold estate;
"M" -- Mineral or royalty estate;
"RI" -- Royalty Interest;
"ORR" -- Overriding royalty estate;
"F" -- Fee Land;
"[illegible]" -- [illegible] Payment estate;
"[illegible]" -- [illegible] Payment;
"A[illegible]" -- "Acres [illegible]";
"B[illegible]" -- "Barrels of oil per day"; and
"N[illegible]" -- "Net Decimal Interest in Production"

and unless any such abbreviation is preceded by a decimal, per cent or fraction, the entire estate created in or conveyed by the applicable instrument hereinafter described in this Exhibit "A" is deemed conveyed in the Assignment and Conveyance by the Grantor named therein ("Pan American"), and when any such abbreviation is preceded by a decimal, percent or fraction, said decimal, percent or fraction specifies the undivided decimal, percentage or fractional interest created in or conveyed by the applicable instrument hereinafter described in this Exhibit A which is being conveyed by Pan American in the Assignment and Conveyance. Each overriding royalty estate and production payment estate or portion thereof hereby conveyed is described by reference to the oil and gas lease or leases and the lands covered or affected thereby and by reference in the Complementary Schedule to the instrument by which such overriding royalty estate or production payment estate or portion thereof was reserved by or assigned to Pan American or its predecessor in interest. Reference is hereby made to such instruments and other instruments referred to in this Exhibit A for a more complete description of such interests, including all rights, titles, interests, estates, remedies, powers and privileges, appurtenant or incident thereto, and the terms, limitations, exceptions, restrictions [illegible] interests are subject, as contained [illegible] instruments [illegible] more complete description of any other terms used but not defined herein and for all other purposes, all of which interests or portions thereof, subject as aforesaid, are conveyed by the Assignment and Conveyance.

Unless otherwise specified, all recording references contained in this Exhibit A [illegible] Complementary Schedule in [illegible] with the [illegible] described are references to the records of the particular County in which the particular property or a portion thereof is located.

The properties described in this Exhibit A are subject to any and valid and presently subsisting easements and rights of way, either of record or on the ground.

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-0289523

Lease effective date
February 1, 1964

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

PART I

RECORDED March 3 1983 8:00 AM
IN BOOK 67 Ovt 2 PAGE 465
Leo Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

1. Assignee's Name 195057
Exxon Corporation

Address (*include zip code*) P.O. Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 2: Lots 5, 6, 7, 8, S½ Section 11: N½, containing 767.39 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble No. 2 Hoback II Unit Well, Section 15, T28N, R115W, 6th P.M. down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. — 4.6875%
Zone 2 – All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼ Section 35, T29N, R115W, 6th P.M. — 9.3746%
Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 9.3746%
Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 12.5%
Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. — 12.5%
Zone 6 – All formations below the base of Zone 5. — 25.0%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
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 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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 19 83.
Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

(Assignor's Signature)
E.M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-017

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 bond G.P.O. Office: 1981-0-361-001

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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 [illegible] United States any false, fictitious, or [illegible]

1. *Use of Form* — Use only for assi[illegible] *(including working interests)* in [illegible] transfer of operating rights is acc[illegible] agreement, a single copy of such [illegible]

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0289523

Net override reserved by Assignor:

Zone 1 - .2344% of 8/8ths (10% - 5% x 4.6875%)

Zone 2 - .4687% of 8/8ths (10% - 5% x 9.3746%)

Zone 3 - .4687% of 8/8ths (10% - 5% x 9.3746%)

Zone 4 - .625% of 8/8ths (10% - 5% x 12.5%)

Zone 5 - .625% of 8/8ths (10% - 5% x 12.5%)

Zone 6 - 1.25% of 8/8ths (10% - 5% x 25%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-0289523

Lease effective date
February 1, 1964

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

PART I

195058

RECORDED March 3 1983 8:00 A.M.
IN BOOK 67 Ord PAGE 467
FEES 6.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
G D McClure

1. Assignee's Name Exxon Corporation

Address (*include zip code*) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 3: Lots 5, 6, 7, 8, S½, Section 10: N½, containing 776.42 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well ---- 4.6875%

Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%

Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 2.3975%

Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%

Zone 5 --All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation ---- 6.3935%

Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
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 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.

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.

I CERTIFY That the 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 January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald
(Assignor's Signature)
J. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-017

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

C08492 001

467

468

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 cr
United States any false, fictitious, or fraudu

1. *Use of Form* — Use only for assignmen
(including working interests) in oil a
transfer of operating rights is accompar

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0289523

Net override reserved by Assignor:

Zone 1 - .2344% of 8/8ths (10% - 5% x 4.6875%)

Zone 2 - .2397% of 8/8ths (10% - 5% x 4.7951%)

Zone 3 - .1199% of 8/8ths (10% - 5% x 2.3975%)

Zone 4 - .1598% of 8/8ths (10% - 5% x 3.1968%)

Zone 5 - .3197% of 8/8ths (10% - 5% x 6.3935%)

Zone 6 - .6393% of 8/8ths (10% - 5% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-0315726

Lease effective date
June 1, 1965

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

PART I

RECORDED March 3 1983 8:00 AM
IN BOOK 670 PAGE 469
Laird Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McClure

1. Assignee's Name Exxon Corporation 195059

Address (*include zip code*) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 4: Lots 7, 8, SE¼, containing 227.05 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation ---- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald (Assignor's Signature)
J. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-018

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 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 c
United States any false, fictitious, or fraud

1. *Use of Form* — Use only for assignme

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0315726

Net override reserved by Assignor:

Zone 1 - .3281% of 8/8ths (10% - 3% x 4.6875%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30-1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-29933

Lease effective date
December 1, 1973

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

PART I

RECORDED March 3 1983 8:00 AM
IN BOOK 67 Ops PAGE 471
FEES 6.00 Lainey Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McClure

1. Assignee's Name Exxon Corporation 195060

Address (include zip code) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 4: Lot 5, containing 32.87 acres more or less, insofar, and only insofar as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation ---- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 1983.
Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald (Assignor's Signature)
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-019

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 4/72

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 c
United States any false, fictitious, or fraud

1. *Use of Form* — Use only for assignmer
(including working interests) in oil a
transfer of operating rights is accompa
agreement, a single copy of such agre

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-29933

Net override reserved by Assignor:

Zone 1 - .1406% of 8/8ths (10% - 7% x 4.6875%)

Zone 2 - .1438% of 8/8ths (10% - 7% x 4.7951%)

Zone 3 - .0719% of 8/8ths (10% - 7% x 2.3975%)

Zone 4 - .0959% of 8/8ths (10% - 7% x 3.1968%)

Zone 5 - .1918% of 8/8ths (10% - 7% x 6.3935%)

Zone 6 - .3836% of 8/8ths (10% - 7% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-45878

Lease effective date
October 1, 1974

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

PART I

1. Assignee's Name — Exxon Corporation

195061

RECORDED March 3 1983 8:00 A.M.
IN BOOK 67 Orl PAGE # 73
FEES 6.00 Lainy Yel COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McClure

Address (include zip code) — P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 4: Lot 6, SW¼, containing 192.92 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well ---- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation ---- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald
Vice President
(Assignor's Signature)

10000 Old Katy Road, Suite 100
(Assignor's Address)

#1426-020

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 _____ By _____
(Authorized Officer)

4/78 (Title) (Date)

PART II 4/74

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 c
United States any false, fictitious, or fraud

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-45878

Net override reserved by Assignor:

Zone 1 - .1406% of 8/8ths (10% - 7% x 4.6875%)

Zone 2 - .1438% of 8/8ths (10% - 7% x 4.7951%)

Zone 3 - .0719% of 8/8ths (10% - 7% x 2.3975%)

Zone 4 - .0959% of 8/8ths (10% - 7% x 3.1968%)

Zone 5 - .1918% of 8/8ths (10% - 7% x 6.3935%)

Zone 6 - .3836% of 8/8ths (10% - 7% x 12.787%)

STATE OF TEXAS
COUNTY OF HARRIS

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-2701

Lease effective date
January 1, 1967

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

PART I

RECORDED March 3 1983 8:00 A.M.
IN BOOK 67 O&G PAGE 475
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

1. Assignee's Name — Exxon Corporation — 195062

Address (*include zip code*) — P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming: Section 8: NE¼, containing 160.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 2 – From the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 4.7951%

Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 2.3975%

Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 3.1968%

Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation – 6.3935%

Zone 6 – All formations below the base of Zone 5 – 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	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.

This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area

I CERTIFY That the 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 January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

(Assignor's Signature)

J. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

#1426-014

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

475 (Title) (Date)

PART II 476

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.

1. *Use of Form* — Use only for assig
(including working interests) in
transfer of operating rights is acc
agreement, a single copy of suc
mitted with the assignment. If
operating rights is made out of a
ent of transfer is required for ea

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-2701

Net override reserved by Assignor:

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commi[redacted]ires 4-30 1985

Lori A. Boliver

Lori A. Boliver, Notary Public in and for the State of Texas

[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-2701

Lease effective date
January 1, 1967

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

PART I

RECORDED March 3 1983 8:20 AM
IN BOOK 67 Oil PAGE 477
FEES 6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McClure

1. Assignee's Name Exxon Corporation 195063

Address (include zip code) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 9: W½NE¼, W½, containing 400.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W 6th P.M. ---- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation ---- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ----12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald
Vice President
(Assignor's Signature)

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-014

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 4/78

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
United States any false, fictitious, or frau

1. *Use of Form* — Use only for assignme
(including working interests) in oil
transfer of operating rights is accomp

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-2701

Net override reserved by Assignor:

Zone 1 - .3281% of 8/8ths (10% - 3% x 4.6875%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

STATE OF TEXAS ⧫
⧫
COUNTY OF HARRIS ⧫

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30-1985

Lori A. Boliver

Lori A. Boliver, Notary Public in and for the State of Texas

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.
W0318401

Lease effective date
November 1, 1965

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

PART I

RECORDED March 3 1983 8:00 AM
IN BOOK 67 Deed PAGE 479
FEES 6.00 Lucy Yoh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stevens

1. Assignee's Name 195664
Exxon Corporation

Address (*include zip code*)
P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 15: NE¼, containing 160.00 acres, more or less,

insofar, and only insofar as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well — 9.3746%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. — 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation — 6.3935%
Zone 6 -- All formations below the base of Zone 5 — 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	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 1st day of January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

(Assignor's Signature)
T.M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

1426-013

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

479

0000 (Rev. 1) 001

PART II 4/80

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
United States any false, fictitious, or frau

1. *Use of Form* — Use only for assignm
(including working interests) in oil
transfer of operating rights is accomp
agreement, a single copy of such ag
mitted with the assignment. If more
operating rights is made out of a lea

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0318401

Net override reserved by Assignor:

Zone 1 - .6562% of 8/8ths (10% - 3% x 9.3746%)

Zone 2 - .3356% of 8/8ths (10% - 3% x 4.7951%)

Zone 3 - .1678% of 8/8ths (10% - 3% x 2.3975%)

Zone 4 - .2238% of 8/8ths (10% - 3% x 3.1968%)

Zone 5 - .4475% of 8/8ths (10% - 3% x 6.3935%)

Zone 6 - .8951% of 8/8ths (10% - 3% x 12.787%)

STATE OF TEXAS ⎫
⎬
COUNTY OF HARRIS ⎭

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

[redacted] [redacted] [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-0325131

Lease effective date
June 1, 1966

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

PART I

1. Assignee's Name Exxon Corporation 195035

RECORDED March 3 1983 8:44 AM
IN BOOK 67 Dr S PAGE 481
FEES 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McGuire

Address (include zip code) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 25: W½, containing 320.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 2 – From the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 4.7951%
Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 2.3975%
Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 3.1968%
Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation – 6.3935%
Zone 6 – All formations below the base of Zone 5 – 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

F.M. Oswald
Vice President
(Assignor's Signature)

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-022

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

PART II 482

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 c
United States any false, fictitious, or fraud

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0325131

Net override reserved by Assignor:

Zone 2 - .1858% of 8/8ths (10% - 6.125% x 4.7951%)

Zone 3 - .0929% of 8/8ths (10% - 6.125% x 2.3975%)

Zone 4 - .1239% of 8/8ths (10% - 6.125% x 3.1968%)

Zone 5 - .2477% of 8/8ths (10% - 6.125% x 6.3935%)

Zone 6 - .4955% of 8/8ths (10% - 6.125% x 12.787%)

STATE OF TEXAS }
}
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 1983.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Boliver

Lori A. Boliver, Notary Public in and for the State of Texas

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-2702

Lease effective date
January 1, 1967

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

PART I

1. Assignee's Name — Exxon Corporation — 185036

RECORDED March 3 1983 8:00 AM
67 Ovr 67 PAGE 483
COUNTY CLERK
FEES 6.00 Sublette County Clerk

Address (*include zip code*) — P.O Box 2305, Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 28: E½, containing 320.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 2 – From the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 4.7951%

Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 2.3975%

Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 3.1968%

Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation – 6.3935%

Zone 6 – All formations below the base of Zone 5 – 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area
I CERTIFY That the 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 January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

(Assignor's Signature)

J. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-025

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

2/83
(Title) (Date)

PART II 484

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
United States any false, fictitious, or fra

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-2702

Net override reserved by Assignor:

Zone 2 - .1858% of 8/8ths (10% - 6.125% x 4.7951%)

Zone 3 - .0929% of 8/8ths (10% - 6.125% x 2.3975%)

Zone 4 - .1239% of 8/8ths (10% - 6.125% x 3.1968%)

Zone 5 - .2477% of 8/8ths (10% - 6.125% x 6.3935%)

Zone 6 - .4955% of 8/8ths (10% - 6.125% x 12.787%)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 1983.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-0320387

Lease effective date
November 1, 1965

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

PART I

1. Assignee's Name Exxon Corporation 195067

RECORDED March 3 1983 8:40 A.M.
IN BOOK 67 Oil & Gas PAGE 485
FEES 6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK

Address (include zip code) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 34: Lots 1, 2, 3, 4, N½, N½S½, containing 644.16 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 2 – From the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 4.7951%

Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 2.3975%

Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 3.1968%

Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation – 6.3935%

Zone 6 – All formations below the base of Zone 5 – 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 19 83.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

T. M. Oswald (Assignor's Signature)
T. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

1426-021

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 486

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 crir
United States any false, fictitious, or fraudul

1. *Use of Form* — Use only for assignment *(including working interests)* in oil an

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0320387

Net override reserved by Assignor:

Zone 2 - .1858% of 8/8ths (10% - 6.125% x 4.7951%)

Zone 3 - .0929% of 8/8ths (10% - 6.125% x 2.3975%)

Zone 4 - .1239% of 8/8ths (10% - 6.125% x 3.1968%)

Zone 5 - .2477% of 8/8ths (10% - 6.125% x 6.3935%)

Zone 6 - .4955% of 8/8ths (10% - 6.125% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30-1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-1334

Lease effective date
October 1, 1966

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

PART I

105668

RECORDED March 3 1983 8:00 AM
IN BOOK 67 Orl PAGE 487
FEES 6.00 Lang Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
G D McKinnie

1. Assignee's Name: Exxon Corporation

Address (*include zip code*): P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 23: All, Section 26: All, containing 1,280.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 2 – From the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 4.7951%

Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 2.3975%

Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 3.1968%

Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation – 6.3935%

Zone 6 – All formations below the base of Zone 5 – 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

T. M. Oswald (Assignor's Signature)
T. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-023

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

487 (Title) 6 0 0 4 7 5 0 7 (Date)

PART II 488

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 c
United States any false, fictitious, or fraud

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-1334

Net override reserved by Assignor:

Zone 2 - .1858% of 8/8ths (10% - 6.125% x 4.7951%)

Zone 3 - .0929% of 8/8ths (10% - 6.125% x 2.3975%)

Zone 4 - .1239% of 8/8ths (10% - 6.125% x 3.1968%)

Zone 5 - .2477% of 8/8ths (10% - 6.125% x 6.3935%)

Zone 6 - .4955% of 8/8ths (10% - 6.125% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 1983.

My Commission Expires:
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-1333

Lease effective date
October 1, 1966

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

PART I

1. Assignee's Name — Exxon Corporation — 195069

RECORDED March 3 1983 8:00 A.M.
IN BOOK 67 Misc PAGE 489
FEES 6.00 Lani J Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McKinne

Address (include zip code) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 22: All, Section 27: N½, N½SW¼, SE¼SW¼, SE¼, containing 1,240.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths, intervals and corresponding interests:

Zone 2 – From the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 4.7951%

Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 2.3975%

Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 3.1968%

Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation – 6.3935%

Zone 6 – All formations below the base of Zone 5 – 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

(Assignor's Signature)
M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-024

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

489 (Title) (Date)

PART II 490

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
United States any false, fictitious, or fra

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-1333

Net override reserved by Assignor:

Zone 2 - .1858% of 8/8ths (10% - 6.125% x 4.7951%)

Zone 3 - .0929% of 8/8ths (10% - 6.125% x 2.3975%)

Zone 4 - .1239% of 8/8ths (10% - 6.125% x 3.1968%)

Zone 5 - .2477% of 8/8ths (10% - 6.125% x 6.3935%)

Zone 6 - .4955% of 8/8ths (10% - 6.125% x 12.787%)

STATE OF TEXAS ⎫
⎬
COUNTY OF HARRIS ⎭

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 1983.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30, 1985

Lori A. Boliver

Lori A. Boliver, Notary Public in and for the State of Texas

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.
0318403

Lease effective date
November 1, 1965

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

PART I

RECORDED March 3 1983 8:00 A.M.
IN BOOK 67 Oil & Gas PAGE 491
FEES 6.00 Sandy Yoh COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McLaine

1. Assignee's Name Exxon Corporation 195070

Address (*include zip code*) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 35: Lots 3, 4, NE¼, N½SE¼, containing 325.19 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation ---- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	3.6%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 1983.
Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

(Assignor's Signature)
Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-015

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

491 (Title) (Date)

PART II 492

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 cr
United States any false, fictitious, or fraudu

1. *Use of Form* — Use only for assignmen
(including working interests) in oil a
transfer of operating rights is accompan

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0318403

Net override reserved by Assignor:

Zone 1 - .30% of 8/8ths (10% - 3.6% x 4.6875%)

Zone 2 - .3069% of 8/8ths (10% - 3.6% x 4.7951%)

Zone 3 - .1534% of 8/8ths (10% - 3.6% x 2.3975%)

Zone 4 - .2046% of 8/8ths (10% - 3.6% x 3.1968%)

Zone 5 - .4092% of 8/8ths (10% - 3.6% x 6.3935%)

Zone 6 - .8184% of 8/8ths (10% - 3.6% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

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-0320387-A

Lease effective date
November 1, 1965

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

PART I

1. Assignee's Name Exxon Corporation 195071

RECORDED March 3 1983 8:00 A M
IN BOOK 67 O&G PAGE 493
FEE 6.00 Lenny York COUNTY CLERK
SUBLETTE COUNTY CLERK
by D M Stone

Address (include zip code) P.O Box 2305
Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 35: Lots 1, 2, NW¼, N½SW¼, containing 325.25 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 1 – All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well --- 4.6875%
Zone 2 --All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 4.7951%
Zone 3 --All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. --- 2.3975%
Zone 4 --All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. ---- 3.1968%
Zone 5 --All formations from the base of Zone 4 down to the base of th Mississippian-Madison Formation ---- 6.3935%
Zone 6 -- All formations below the base of Zone 5 ---- 12.787%

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	See Attached Rider
6. Specify overriding royalty previously reserved or conveyed, if any	3.6%

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 19 83
Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

J. M. Oswald
(Assignor's Signature)
J. M. Oswald
Vice President

10000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

#1426-016

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

493 (Title) (Date)

PART II 494

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 fra[illegible]

1. *Use of Form* — Use only for assign[illegible] *(including working interests)* in oi[illegible] transfer of operating rights is accom[illegible] agreement, a single copy of such a[illegible] mitted with the assignment. If mor[illegible] operating rights is made out of a le[illegible]

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-0320387-A

Net override reserved by Assignor:

Zone 1 - .30% of 8/8ths (10% - 3.6% x 4.6875%)

Zone 2 - .3069% of 8/8ths (10% - 3.6% x 4.7951%)

Zone 3 - .1534% of 8/8ths (10% - 3.6% x 2.3975%)

Zone 4 - .2046% of 8/8ths (10% - 3.6% x 3.1968%)

Zone 5 - .4092% of 8/8ths (10% - 3.6% x 6.3935%)

Zone 6 - .8184% of 8/8ths (10% - 3.6% x 12.787%)

STATE OF TEXAS }
COUNTY OF HARRIS }

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

NOTARY PUBLIC
LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires: 4-30 1985

My Commiss[redacted]es

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

[redacted] [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-36058

Lease effective date
March 1, 1967

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

PART I

1. Assignee's Name — Exxon Corporation — 195072

RECORDED March 3 1983 8:00 A.M.
IN BOOK 67 Ops PAGE 495
FEES 6.00 Larry Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
G D McClure

Address (include zip code) — P.O Box 2305, Houston, Texas 77252

The undersigned, as owner of see below 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 115 West, 6th P.M., Sublette County, Wyoming, Section 21: E½, Section 27: SW¼SW¼, containing 360.00 acres, more or less, insofar, and only insofar, as said operating rights pertain to the following depths or intervals and corresponding interests:

Zone 2 – From the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble Hoback No. 2 Unit Well, Section 15, T28N, R115W, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 4.7951%
Zone 3 – All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 2.3975%
Zone 4 – All formations from the base of Zone 3 down to the base of the Phosphoria Formation, deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE¼SW¼, Section 35, T29N, R115W, 6th P.M. – 3.1968%
Zone 5 – All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation – 6.3935%
Zone 6 – All formations below the base of Zone 5 – 12.787%

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

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.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Lakeridge Unit Area.
I CERTIFY That the 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 January, 1983.

Belco 1972 Oil and Gas Fund, Ltd., by
Belco Petroleum North America, Inc., general partner

(Assignor's Signature)
J. M. Oswald
Vice President
#1426-0250

10000 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 _____ By _____
(Authorized Officer)

495 (Title) (Date)

PART II 496

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 c
United States any false, fictitious, or frau

1. *Use of Form* — Use only for assignme
(including working interests) in oil
transfer of operating rights is accomp
agreement, a single copy of such ag
mitted with the assignment. If more

Rider attached to Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease W-36058

Net override reserved by Assignor:

Zone 2 - .3297% of 8/8ths (10% - 3.125% x 4.7951%)

Zone 3 - .1648% of 8/8ths (10% - 3.125% x 2.3975%)

Zone 4 - .2198% of 8/8ths (10% - 3.125% x 3.1968%)

Zone 5 - .4395% of 8/8ths (10% - 3.125% x 6.3935%)

Zone 6 - .8791% of 8/8ths (10% - 3.125% x 12.787%)

STATE OF TEXAS ⎫
⎬
COUNTY OF HARRIS ⎭

3.

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 President of BELCO PETROLEUM NORTH AMERICA, INC., as General Partner of the BELCO 1972 OIL AND GAS FUND, LTD., 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 3rd day of January, 19 83.

NOTARY PUBLIC

My Commission Expires:

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30-1985

Lori A. Boliver

Lori A. Boliver, Notary Public in and for the State of Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W 64243

Lease effective date
August 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

. Christmann
e's Name

roadway-Suite 800
include zip code)

k, Texas 79401

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

the lands affected by this assignment	Assignment approved as to lands described below
, R 113 W, 6th Prin Mer 7: E½SE¼ ,18: NE¼NE¼ te County, Wyoming ining 120 acres, more or less	SAME LAND DESCRIPTION AS ITEM 2

19 0

March 7 1983 Liber M
7 O'C PAGE 497
Lois J Yak COUNTY CLERK
TE COUNTY WYOMING
Dorothy McGee

interest or percent of assignor's record title interest being conveyed	
interest or percent of record title interest being retained by assignor, if any	NONE
overriding royalty being reserved by assignor	5% of 100%
overriding royalty previously reserved or conveyed, if any	NONE

ayments out of production have previously been created out of this lease, or if any such payments are being d under this assignment, attach statement giving full details as to amount, method of payment, and other t terms as provided under 43 CFR 3106.

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

That the 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 October 19

(Assignor's Signature) (Assignor's Address)

E C. OLDFATHER

Kearney, Nebraska 68847
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 Alma M. Lane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

JAN 26 1983
(Date)

66313

497

ASSIGNEE'S COPY

498

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 21 day of October, 1982.

John J. Christmann
(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(Assignee's Address)

Lubbock Texas 79401
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *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. *Time 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 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) To 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.

REASSIGNMENT CLAUSE

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

Initials JKO

SINGLE ACKNOWLEDGMENT

STATE OF Nebr X
X
COUNTY OF Buffalo X

Before me, the undersigned authority, on this day personally appeared Gerald C. Oliffator

known to me to be the person__ whose name ____ subscribed to the foregoing instrument, and acknowledged to me that _he__ executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office on this, the 15 day or Oct. A.D. 19 82.

GENERAL NOTARY - State of Nebraska
LEO HENDERSON

(SEAL)

Leo Henderson
Notary Public in and for Buffalo County, Nebr.

500

RECEIVED FEB 4 1982

Form 3[illegible]5
(November 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-72878

Lease effective date
10-1-81

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name John J. Christmann, American Quasar Petroleum & MTS Limited Partnership

Address (include zip code) Christmann - 1500 Broadway, Suite 800, Lubbock, Tx. 79401; Am. Quasar-1770 Broadway, Suite 707, Denver, CO 80290; MTS - P. O. Box 2009, Amarillo, TX. 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 30 North, Range 115 West
Section 16: All
Section 20: All
Section 21: All
Section 29: All
Section 33: All

195141

RECORDED March 7 1983 1:00 PM
IN BOOK 0 & 0 PAGE 500
FEES $16 Lane Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Dorothy McGuire
Int. Co 3200A

Assignment approved to lands described below

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed — assignee Christmann - 1/3, Am. Quasar - 1/3, MTS - 1/3

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 — 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. Production payment retained - see attachment.

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

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

Executed this 11th day of October, 1982.

O. Woodard Eklund
(Assignor's Signature)

16315 East Whittier Boulevard
(Assignor's Address)

O. Woodard Eklund

Whittier, California 90603
(City) (State) (Zip Code)

Onita Eklund

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 Glenna M. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

[redacted]

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [✓] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [✓] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 15 day of October, 1982.

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401

(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 11th day of October, 1982, personally appeared before me O. WOODARD EKLUND and wife, ONITA EKLUND, who acknowledged that they executed the foregoing instrument.

Notary Public in and for
the State of Texas
SAMUEL D HAAS

My commission expires:
11-14-84

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.

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 lessee is obligated to report this information under provisions of 43 CFR 3106.

502

PART II W-72878

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 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 [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 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 21st day of October, 1982.
MTS Limited Partnership

By: Arthur S. Brewster
(Assignee's Signature)
Arthur S. Brewster, Attorney-In-Fact,
Mesa Petroleum Co., General Partner

P. O. Box 9
(Assignee's Address)

Amarillo Texas 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.

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 name 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) 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, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right on 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 — This information pursuant to the law (See 43 CFR 3106-3(c)).

Bureau of Land Management — information to create a record of lease assignment and to determine the qualifications of assignees

report this information under provisions of 43 CFR 3106.

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 C-20899.
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 2nd day of November, 19 82

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

F. W. McWilliams, Attorney in Fact
(Assignee's Signature)

1700 Broadway, Suite 707
(Assignee's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

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

INSTRUCTIONS

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

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

SUPPLEMENTAL STATEMENT ATTACHED TO ASSIGNMENT AFFECTING RECORD TITLE FROM O. WOODARD EKLUND AND ONITA EKLUND TO JOHN J. CHRISTMANN, AMERICAN QUASAR PETROLEUM COMPANY AND MTS LIMITED PARTNERSHIP

The interests covered by the assignment to which this supplemental statement is attached are subject, proportionately, to the retention by Assignor of a production payment computed as follows:

(1) As a production payment (the "Production Payment"), an undivided five percent of seven eighths (5% of 7/8) of all oil, gas and other hydrocarbons in, under and that may be produced, saved, marketed and sold from the Subject Lands under and pursuant to the Lease. No Production Payment shall be payable upon any oil, gas or other hydrocarbons which may be used for operating, development or production purposes on the Subject Lands, or on any oil, gas or other minerals which are unavoidably lost, and no Production Payment shall be payable on gas used for recycling or repressuring operations on the Subject Lands so long as such gas is so used. None of the exploration, development or operating costs or expenses incurred in exploring, operating and developing the Subject Lands shall be borne by the Production Payment; provided, however, the Production Payment shall bear its proportionate share of all production, severance, windfall profit and/or excise taxes and other taxes (herein called the "Subject Taxes") assessed against, and/or measured by production or the value, or proceeds, of production from the Subject Lands (provided, however, that the Production Payment's proportionate share of windfall profit and/or excise taxes assessed under the Windfall Profit Tax Act of 1980 and any similar law hereafter enacted shall be deemed to be five percent of such taxes as are paid by Grantees with respect to production from the Lease). Grantees shall market the oil, gas and other hydrocarbons accruing to the Production Payment on the same basis as Grantees market their share of the oil, gas and other hydrocarbons produced from the Subject Lands and the amount accruing to the Production Payment shall be calculated based on the proceeds of such sales computed at the wellhead; provided, however, that, should any Grantee elect to retain or purchase for its own account the oil, gas or other hydrocarbons produced from the Subject Lands under and pursuant to the Lease, rather than to sell the same to third parties, Grantors shall, with respect to oil, gas and other hydrocarbons so retained or purchased, receive the fair market value at the wellhead of the oil, gas and other hydrocarbons which accrue to the Production Payment. The Production Payment shall not be dischargeable out of any products resulting from any manufacturing, processing or refining operation except to the extent of that portion of such products the value of which represents the fair market value at the wellhead of the production used in the making of such products. Grantors shall look solely to the proceeds from the sale of the oil, gas and other hydrocarbons produced and saved from the Subject Lands under and pursuant to the Lease for the satisfaction and discharge of the Production Payment.

(2) The Production Payment shall remain in force and effect until Grantors shall have received and realized (before deduction of the Production Payments' proportionate share of the Subject Taxes) the sum of $32,000,000.00.

(3) Grantees shall have the right and power, at their option, unitize, pool, combine or recombine the Subject

Lands, or any portion or portions thereof, as to oil, gas and other hydrocarbons, or any one or more of them, with other land or lease or leases covering lands in the same general area as the Subject Lands, regardless of the ownership thereof, so as to create one or more unitized areas; any such unitization, pooling, combination or recombination shall be binding on the Production Payment. Grantees under the provisions hereof, may pool, unitize, combine or recombine the Subject Lands, or any portion or portions thereof, as to oil in any one or more strata, and as to gas in any one or more strata, or as to oil, gas and liquid hydrocarbons in any one or more strata. The units formed by pooling, unitizing, combining or recombining as to any stratum or strata need not conform in size or area with the unit or units into which all or any part of the Subject Lands are pooled, unitized, combined or recombined as to any other stratum or strata, and oil units need not conform as to area with gas units or with units as to gas and liquid hydrocarbons other than oil or with units as to oil, gas and liquid hydrocarbons, nor need any conform with the other. The pooling, unitizing, combining and recombining in one or more instances shall not exhaust the rights of Grantees hereunder to pool, unitize, combine or recombine the Subject Lands, or any portion or portions thereof, into other units. Grantees shall execute in writing an instrument or instruments identifying and describing the pooled, unitized, combined or recombined acreage, substances or substance and stratum or strata; unless such instrument expressly provides to the contrary, the right to reform or recombine the acreage, substance or substances and strata or stratum so pooled, unitized, combined or recombined shall be preserved. For the purposes of computing the production accruing to the Production Payment, there shall be attributed to the Subject Lands only that portion of the pooled production from a stratum or strata unitized, pooled, combined or recombined under the provisions hereof, which portion is allocated to the tract or tracts in the unit which are part of the Subject Lands. If the instrument creating the unit provides a method of allocation to tracts within the unit of production from all or part of the unit area, that method of allocation shall control; but to the extent that the instrument creating the unit does not provide such a method for allocation, the allocation of production from the unit to tracts within the unit shall be on a surface acre basis. Grantees shall not be liable to any party for the reduction of the acreage content of any pooled, unitized, or combined area resulting from any cause beyond the control of Grantees or resulting from a recombination by Grantees as permitted hereunder, nor shall Grantees be obligated to make any retroactive apportionment of sums paid on account of production should the acreage content of such unitized area be so reduced.

(4) Grantees agree to commence, on or before the expiration of the ninth year of the term of the Lease, actual drilling of a well in search of oil, gas and/or other hydrocarbons at a location of Grantees' choice on the Subject Lands or on lands with which Subject Lands have been pooled or unitized and to otherwise maintain the Lease in force until such well is commenced (or, if such well is not commenced to the end of the ninth year of the term of the Lease). Should Grantees fail to commence such well within the time so provided in the preceeding sentence, or should Grantees wish to release or surrender the Lease prior to commencing such well or prior to the end of the ninth year of the term of the Lease, which is earlier, Grantees shall reassign the Lease to Grantor free and clear of all burdens and encumbrances (except, of course, for the royalty reserved in such Lease); such right to reassignment

shall be the sole remedy of Grantors in the event of Grantees' failure to so commence such well and/or so maintain such lease. If such well has not been commenced by a date 60 days prior to the end of the ninth year of the term of the Lease, Grantors will notify Grantees in writing within 45 days after such date if they wish to excercise their right of reassignment in the event such well is not timely drilled; if such notice is not given within such time period, Grantees' obligations to commence such well, and Grantors' right to reassignment, shall terminate. If the notice provided for in the preceeding sentence is given, Grantors shall confer with Grantees concerning Grantees' plans for the drilling of such well and/or extension of the Lease; if Grantees have definite plans for the drilling of such well, or other plans to extend the Lease, the reassignment request contained in such notice will be considered withdrawn. Except as otherwise specifically provided herein, (a) Grantees shall have the right at any time, or from time to time, to release, surrender or terminate the Lease (or any portion thereof) so long as Grantees shall act in good faith and to secure amendments, modifications or extensions of any instrument pertaining to the Lease (or any portion thereof) which Grantees may desire, all without the signature or joinder of the holder of the Production Payment, (b) nothing herein contained shall be deemed to obligate Grantees to drill for, produce, or market oil, gas and other hydrocarbons from the Lease or to continue the production therefrom for the benefit of Grantors. So long as Grantees shall act in good faith and in accordance with prudent oil field practices, Grantees shall have the exclusive right, as between Grantees and Grantors, to explore, develop and operate the Lease for the production of oil, gas and other hydrocarbons.

(6) So[illegible]ch of each payment received pursuant to the Production Payment shall be deemed to be simple interest (and the balance shall be deemed to be principal) computed at such rate [illegible] is necessary to satisfy Treasury Reg. Section 1.483[illegible](c) and to avoid the imputation of interest under Section [illegible]83 of the U.S. Internal Revenue Code.

ASSIGNMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE }

On December 3rd, 1980, GLORIA URRUTIA, formerly GLORIA U. GILLIS, of the County of Bexar, State of Texas, granted, sold, transferred and assigned to CHARLES T. GILLIS, of the County of Bexar, State of Texas, **one-half (½) of the five (5%) percent** overriding royalty or production payment interest that she reserved in an Assignment, dated March 22, 1979, affecting record title to oil and gas lease in behalf of John J. Christman, concerning property described as follows;

Township 36 North, Range 112 West, Section 26: SW/4SW/4, Section 35: SW/4NE/4, NW/4, SE/4,
Sublette County, Wyoming, containing 400.00 acres.

Township 28-North, Range 103-West, Section 31: E/2, E/2NW/4, Township 28-North, Range 104-West, Section 24: S/2SE/4, Section 25: NE/4,
Sublette County, Wyoming, containing 640.00 acres.

For value received, we, Donelson C. Gillis, Sr. and Patricia H. Gillis, hereby grant, sell, transfer and assign to KATHERINE H. GILLIS, wife of CHARLES T. GILLIS, deceased, any interest we may be entitled to in the one-half (½) of the five (5) percent overriding royalty or production payment interest in the above described property in Sublette County, Wyoming.

TO HAVE AND TO HOLD unto KATHERINE H. GILLIS, her legal representatives, successors and assigns forever, in accordance with the terms and the provisions of the lease.

Dated this the 4th day of March, 1983 A.D.

Donelson C. Gillis Sr
Donelson C. Gillis, Sr.

Patricia H. Gillis
Patricia H. Gillis

State of Texas }
County of Bexar }

BEFORE ME, the undersigned authority, on this day personally appeared DONELSON C. GILLIS, Sr. and PATRICIA H. GILLIS, 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.

Given under my hand and seal of office on this the 4th day of March, 1983 A.D.

Notary Public inand for Bexar County, T e x a s.

My commission expires 2/26 19 86

195150

RECORDED March 8 1983 8:10 AM
BOOK 67 OF
PAGE 507 Fern J Yake
Deputy

507

508

66265-1

GPO 576-710

WY-293

Form 3106-5
(November 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-59776

Lease effective date September 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

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

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

The undersigned, as owner, 91.9042% 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: NE¼SW
Containing 40.00 acres more or less in Sublette County, Wyoming.

This assignment is subject to the terms, conditions and provisions of that certain Farmout Agreement October 15, 1979, by and between Energetics Capital Limited Partnership, et al Farmor and Bernard M. Rosenberg, et al Farmee and Energetics, Inc.

195155

Assignment approved as to lands described below

RECORDED March 8 1983 8:00 AM
IN BOOK 67 Misc PAGE 508
FEES 20.00 Laura L Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McSwain

SAME AND DESCRIPTION AS ITEM 2

3. Specify interest or percentage assignor's record title interest being conveyed to assignee		78.7335
4. Specify interest or percentage record title interest being retained by assignor, if any		13.1707
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	7.00%

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 2nd day of November, 19 82.

ENERGETICS, INC.

BY: _____ (Assignor's Signature)

Gene W. Anderson, Vice President-Land

102 Inverness Terrace East
(Assignor's Address)

ATTEST:

Assistant 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.

THE UNITED STATES OF AMERICA

Assignment Approved JAN 01 1983 By _____

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

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of December, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My Commission Expires July 26, 1986
561 East Peninsula Circle
Littleton, Colorado 80121

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

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 43 CFR 3106.

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-59776, Dated November 2, 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:

Guaranty Energy Group 1979 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.0000%
Energetics 1979 A Ltd. Partnership 102 Inverness Terrace East Englewood, Colorado 80112	1.9080%
D&R Energy '79 (MY) 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	3.5000%
Bird Canyon Development Ltd. Partnership 717 Westchester Avenue White Plains, New York 10604	6.0000%
Jeffery J. Tempas 21 Doral Lane Littleton, Colorado 80123	.2200%
Solly Robins 33 South Fifth Street Minneapolis, Minnesota 55402	.5852%
V. Kathleen Robins 33 South Fifth Street Minneapolis, Minnesota 55402	.1950%
Harding A. Orren 33 South Fifth Street Minneapolis, Minnesota 55402	.0975%
Bernard Rosenberg 33 South Fifth Street Minneapolis, Minnesota 55402	.0975%
Elliot S. Kaplan 33 South Fifth Street Minneapolis, Minnesota 55402	.2166%
Dale I. Larson 33 South Fifth Street Minneapolis, Minnesota 55402	.2166%
Lawrence Zelle 33 South Fifth Street Minneapolis, Minnesota 55402	.2166%

Energetics Capital Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	28.3939%
Energetics 1979 Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	16.8920%
Laconic Corp. 410-17th Street, Suite #2300 Denver, Colorado 80202	10.1946%

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 8 day of November, 1982.

General Partner for Guaranty Energy Group 1979
General Hydrocarbons, Inc.
P.O. Box 31515

(Assignee's Signature)
Vice President - Exploration

(Assignee's Address)

ATTEST: Robin R. Cell
Assistant Secretary

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.

SEAL
1979

INSTRUCTIONS

Guaranty Energy Group 1979

STATE OF MONTANA
) ss
COUNTY OF YELLOWSTONE

On this 9th day of November, 1982, before me, a Notary Public, personally appeared John J. Tonnsen, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the Vice-President - Exploration of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

NOTARIAL SEAL

Notary Public

My commission expires

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] XXXXXXXXXX Ltd. 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 ----------.
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 3rd day of December, 19 82.

ENERGETICS 1979-A LIMITED PARTNERSHIP

(Assignee's Signature)

MM&S Partners, by Patrick D. Maher, General Partner

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.

INSTRUCTIONS

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of December, 1982, by Patrick D. Maher, General Partner of MM&S Partners as General Partner on behalf of ENERGETICS 1979 YEAR-END "A" LIMITED PARTNERSHIP, a limited partnership.

My Commission expires:
My Commission Expires Oct. 22, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

(4)(5) Information from the record and [illegible] transferred to appropriate Federal, State, local or foreign [illegible]cies, when relevant to civil, criminal or regulat[illegible] investigations or prosecutions.

EFFECT OF NO[illegible] PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

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PART II

W-59776-WY-87

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 3rd day of November, 19 82.

R Energy '79 MY

President

(Assignee's Signature)

Alumoil Corporation
General Partner

1660 South Highway 100 - Suite 53
(Assignee's Address)

Minneapolis, MN 55416
(City) (State) (Zip Code)

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

STATE OF Minnesota)
)
COUNTY OF Hennepin)
)

CORPORATION

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Darryl P. Ekstrom, 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 Alum Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of November, 19 82.

My Commission Expires:

7-[illegible]-87

Carol J Robinson

Notary Public

CAROL J. ROBINSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 17, 1987

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] 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 ----------.
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 [illegible] day of [illegible], 19[illegible].

Bird Canyon Development Ltd. Partnership

(Assignee's Signature)

Jordan R. Smith, Partner

102 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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 19[illegible], by Jordan R. Smith, General Partner on behalf of Bird Canyon Development Ltd. Partnership, a limited partnership.

My Commission Expires:

[illegible]

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

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 November, 19 82.

By: _____ 2 Glenridge Drive
(Assignee's Signature) (Assignee's Address)
Jeffery J. Tempas

Littleton Colorado 80123
(City) (State) (Zip Code)

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

INDIVIDUAL

On this 23 day of November, 1982, before me personally appeared Jeffery J. Tempas, to me known to be the person described in and who executed the foregoing instrument, acknowledged to me that he executed the same as his free act and deed.

My Commission Expires

My Commission Expires Jan. 7, 1984

Notary Public
Englewood, Co 80112

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 19th day of November, 1982.

By Solly Robins
(Assignee's Signature)
Solly Robins

33 South Fifth Street
(Assignee's Address)

Minneapolis, Minnesota 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Minnesota)
)
COUNTY OF Ramsey)

On this 19th day of November, 1982, before me personally appeared Solly Robins, 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 his free act and deed.

My Commission Expires

Ellen M. Hanson
Notary Public

ELLEN M. HANSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 1, 1986

518

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. [illegible] DS THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____ .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 19th day of November, 1982.

BY: Kathleen Robins
(Assignee's Signature)
V. Kathleen Robins

33 South Fifth Street
(Assignee's Address)

Minneapolis Mn. 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Minnesota)
)
COUNTY OF Ramsey)

On this 19th day of November, 1982, before me personally appeared V. Kathleen Robins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

My Commission Exp[illegible]
ELLEN M[illegible]ON
NOTARY PUBLIC [illegible]NESOTA
HENNEPIN [illegible]TY
My Commission Ex[illegible] [illegible], 1986

Ellen [illegible] Larson
Notary Public

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed ----------.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands coveted 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 11 day of November, 1982

BY: Harding A. Orren
(Assignee's Signature)
Harding A. Orren

33 South 5th St.
(Assignee's Address)

Minneapolis Mn. 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Minnesota)
)
COUNTY OF Hennepin)

On this 11th day of November, 1982, before me personally appeared Harding A. Orren, 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 his free act and deed.

My Commission Expires
[illegible] ERS
[illegible] SOTA
[illegible] TY
[illegible] Feb. 8, 1985

Joyce L. Powers
Notary Public

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 11th day of November, 1982.

BY: Bernard Rosenberg
(Assignee's Signature)
Bernard Rosenberg

33 South Fifth Street
(Assignee's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 11 day of November, 1982, before me personally appeared Bernard Rosenberg, 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 his free act and deed.

My Commission Expires

6/24/86

Ann B. Conroy
Notary Public

ANN B. CONROY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee X is __ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 11th day of November, 1982.

BY: Elliot S. Kaplan
(Assignee's Signature)

Elliot S. Kaplan

33 South Fifth Street
(Assignee's Address)

Minneapolis, Minnesota 55402
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 this form only for assignment of ...

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 11th day of November, 1982, before me personally appeared Elliot S. Kaplan, 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 his free act and deed.

My Commission Expires

JEANNE L. MEISSER
NOTARY PUBLIC MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 25, 1986

Jeanne Meisser
Notary Public

5-22

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____ ___ .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each Leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the Lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 11th day of November, 1982.

BY: Dale I. Larson
(Assignee's Signature)

33 South Fifth Street
(Assignee's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 11th day of November, 1982, before me personally appeared Dale I. Larson, to me known to be the person described in and who executed the foregoing instrument, acknowledged to me that he executed the same as his free act and deed.

My Commission Expires

Mary A. Eggers
Notary Public

December 8, 1984

MARY A. EGGERS
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Dec. 8, 1984

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 12th day of November, 1982.

BY Laurence Zelle
(Assignee's Signature)
Laurence Zelle

33 South 5th Street
(Assignee's Address)

Minneapolis Minn 55402
(City) (State) (Zip Code)

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

INDIVIDUAL

STATE OF Minnesota)
)
COUNTY OF Hennepin)

On this 12th day of November, 1982, before me personally appeared Laurence Zelle, 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 his free act and deed.

My Commission Expires

March 5, 1983

Barbara F. Garvey
Notary Public

BARBARA F. GARVEY
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 5, 1983

524

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~~ Ltd. 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 _____.
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 9th day of December, 1982.

ENERGETICS CAPITAL LIMITED PARTNERSHIP

(Assignee's Signature)

MM&S Partners, by Patrick D. Maher, General Partner

102 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.

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of December, 1982, by Patrick D. Maher General Partner of MM&S Partners as General Partner on behalf of ENERGETICS CAPITAL LIMITED PARTNERSHIP, a limited partnership.

My Commission expires:

NOTARY PUBLIC

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

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~~ Ltd. 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 _____.
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 3rd day of December, 1982.

ENERGETICS 1979 LIMITED PARTNERSHIP

(Assignee's Signature)

MM&S Partners, by Patrick D. Maher, General Partner

102 Inverness Terrace East
(Assignee's Address)

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

knowingly and willfully to make to any department or agency of the

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of December, 1982, by Patrick D. Maher, General Partner of MM&S Partners as General Partner on behalf of ENERGETICS 1979 LIMITED PARTNERSHIP, a limited partnership.

My Commission expires:

_____ 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

526

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 28369 ____.
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 assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 16th day of November, 19 82.

TACONIC CORP.

Alfred C. Chidester
(Assignee's Signature)
Alfred C. Chidester
Executive Vice President

410 17th Street, Suite 2300
(Assignee's Address)
Denver Colorado 80202
(Zip Code)

STATE OF Colorado)
COUNTY OF Denver)

CORPORATION

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Alfred C. Chidester 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 Taconic Corp. ____, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of November, 19__.

My Commission Expires:
September 11, 1984

Helen M. Reeves
Notary Public
Helen M. Reeves

6

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING }
COUNTY OF SUBLETTE } KNOW ALL MEN BY THESE PRESENTS:

THAT, GENERAL AMERICAN OIL COMPANY OF TEXAS, Meadows Building, Dallas, Texas 75206, a Delaware corporation, 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 consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and convey, without warranty of title, either express or implied, and subject to the exceptions and reservations herein contained, unto ENERGETICS, INC., 116 Inverness Drive East, Englewood, Colorado 80112, hereinafter referred to as "Assignee", the following:

(a) All of Assignor's right, title and interest in the lands covered by the following described Oil and Gas Lease:

> Oil and Gas Lease (72-28069) dated November 2, 1972 from the State of Wyoming to Betty B. Shaffer, which lease covers all of Section 16, Township 27 North, Range 111 West, Sublette County, Wyoming;

INSOFAR AND ONLY INSOFAR as said lease covers the Northwest Quarter (NW/4) of Section 16, Township 27 North, Range 111 West, Sublette County, Wyoming, from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet (hereinafter referred to as the "drillsite tract") as encountered in the Heron State No. 10-16 Well located in the Northeast Quarter of the Northwest Quarter (NE/4 of NW/4) of said Section 16.

(b) An undivided sixty-five percent (65%) of Assignor's right, title and interest in the lands described in the above-referenced Oil and Gas Lease, INSOFAR AND ONLY INSOFAR as said lease covers land lying outside the drillsite tract being the Northeast Quarter (NE/4) and South Half (S/2) of said Section 16, from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet as encountered in the above-described Heron State 10-16 well.

March 14 1983 8.00 AM
Book PAGE 527
Lucy Yates COUNTY CLERK
PINEDALE, WYOMING
by Dorothy M Stuvie
14134 WY-582

Filed in the lease file.
Filed: February 11, 1983

Such Assignment shall be subject to all of the terms and conditions of that certain Letter Agreement dated April 28, 1982, as amended June 29, 1982, including the right of Assignor thereunder to convert the overriding royalty interest herein reserved into a working interest.

There is excepted from this Assignment and reserved unto Assignor, INSOFAR AND ONLY INSOFAR as the rights assigned hereby cover and include Assignor's right, title and interest to the drillsite tract, an overriding royalty that shall be free and clear of all costs and expense of whatsoever nature except production, severance and other similar taxes charged against or measured by the production accruing thereto, 6% of all oil, gas and other minerals produced, saved and sold under the terms of said lease or allocable thereto if unitized. If said lease is effective to cover less than the entire fee simple mineral interest in the land covered thereby, or if Assignor does not own all leasehold rights therein, the overriding royalty interest herein reserved shall be proportionately reduced.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns; and such terms, covenants and conditions shall be covenants running with the land covered by said leases and the assigned premises and with each transfer or assignment of said leases.

EXECUTED this 24th day of January, 1983.

ATTEST:

Thomas W. Kendall, Jr.
Assistant Secretary

GENERAL AMERICAN OIL COMPANY OF TEXAS

By: Paul M. Thompson, Vice President

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PAUL M. THOMPSON, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the VICE PRESIDENT of GENERAL AMERICAN OIL COMPANY OF TEXAS, a corporation, and acknowledged that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN UNDER HAND AND SEAL OF OFFICE this 24th day of January, 1983.

My commission expires: 12/31

NOTARY PUBLIC in and for
Dallas County, Texas

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

William A. Wilson, Jr.
~~1700 Swanson Drive #110~~ 316 WINTERHAWK CIRC.
Rock Springs, WY 82901

W 72871
(Serial Number)

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

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

T 37 N, R 114 W, 6th Prin. Mer.
Sec 16: NW¼, E½SW¼
21: E½W½
28: E½, E½NW¼, NE¼SW¼, S½SW¼
33: ALL

195318

March 14 1983 8:10 AM
67 Ogs PAGE 529
24.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on AUG 7 1981

Containing a total of 1560.00 acres | Annual Rental $1560.00

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 William A. Wilson Jr.
(Offeror/Lessee Signature)

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

(Title)

AUG 13 1981
(Date)

(Atty-in-fact/Agent's Signature)

10-81
(Date Signed)

Effective date of lease: SEP 1 1981

Claimant

529

LEASE TERMS

[illegible] 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 thereon all works, buildings, plants, waterways, roads, telephone lines, pipelines, reservoirs, tanks, pipelines, and 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 hereofore 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:

(1) [illegible] for any bond required by this lease and the rules and 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 the beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $25,000 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) *Development or unit plan.*—Within 30 days of demand, or if the lessee 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) [illegible] (1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessee, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are payable to different funds than are those of this lease, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee to drill and produce other wells in conformity with any system of well spacing or production allotment affecting the field or area in which the leased lands are situated which is authorized and sanctioned by applicable law or by the Secretary of the Interior, and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

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

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

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

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

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

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

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (i)(b) above.

Royalties 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 (43 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 major portion 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) Payment of minimum royalties may be waived, suspended or reduced, and royalties on the entire leased area 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 cause the lease to be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to lessor to the order of the Bureau of Land Management at places designated 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 anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day on which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Records, etc., 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 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, plans and reports.*—At such time 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 thereof, and the amount used for production purposes or unavoidably lost; a development work and improvements and a report with respect to stockholders.

[illegible] keep a [illegible] log, and accepted [illegible] upon 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.

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

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 of working or royalty interests, within 90 days from the [illegible] execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates without discrimination.*—If owner, or operator, or owner controlling [illegible] in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey, and, as purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any person or company not the owner of any pipeline, operating a pipeline 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 United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein or any part thereof shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, such conditions as are or may hereafter be provided for the leasing of such oil or gas.

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

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

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

(s) *Deliver premises in 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 laws or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resources in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to investigate and enforce all orders necessary to insure the sale and 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 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 the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all production 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 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 lessee 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 lessee.

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

(f) *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 limited agreements among operators regulating either drilling or production, or both, under unitization, the Secretary of the Interior, or any petroleum committee, or State or Federal officer or agency, as 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 the 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 default in compliance with any of the provisions of the act or the regulations thereunder or of this lease, or shall make default in the performance or observance of any of the terms hereof (except the payment of annual rental which results in the automatic termination of the lease) and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be cancelled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be cancelled 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 other legal or equitable remedy which the lessor might otherwise have. Upon cancellation of the lease, any casing, material, or equipment determined by the lessor to be necessary for use in producing or preserving the wells drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is 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 the act of May 7, 1948 (62 Stat. 213), of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C. relating to contracts, enter into and form a part of this lease insofar as the same may be applicable.

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)*

DCM RESOURCE EVALUATION
NORTH CENTRAL REGION
P. O. BOX 2373
CASPER, WY 82602

Management Agency *(name)*

REGIONAL FORESTER
U.S FOREST SERVICE
FOREST SERVICE BUILDING
OGDEN, UT 84400

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

532

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, trenches, 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 campfires 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 used in connection with leases and permits issued under the Acts of February 25, 1920, as amended U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 .); February 7, 1927, as amended (30 U.S.C. 281 *et* 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).

sig. 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.

(6) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(7) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

(8) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(9) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(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

REGIONAL FORESTER
at U.S. FOREST SERVICE
FOREST SERVICE BUILDING
OGDEN, UT 84401

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.

William A. Wit 7-20-61
(Signature of Lessee)

GPO 850-292

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 diligent 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.

7-20-[illegible]
Date

William A. [illegible]
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 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.

✓ 7-20-81
DATE

✓ William A. W[illegible]
SIGNATURE

UNSTABLE SOILS SPECIAL STIPULATION

The lands within this leasehold contain unstable/highly erodible soils. Therefore, prior to entry onto the lands, the lessee (operator) will discuss the proposed activities jointly with the Area Oil and Gas Supervisor or his representative and the Forest Supervisor or his representative. Additional measures for the protection of the soils may be required. Such measures may include:

a. No surface occupancy of selected areas;

b. Restriction on surface entry during periods of excessive runoff;

c. Special reclamation techniques;

d. Special requirements for reserve pits and drilling fluid systems.

✓ 7-20-81
Date

✓ William A. [illegible]
Signature

SPECIAL WILDLIFE HABITAT STIPULATION

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

Therefore, prior to entry onto the leasehold, the operator will jointly discuss the proposed activities with the Area Oil and Gas Supervisor or his representative, the Forest Supervisor or his representative, and the Wyoming Game and Fish Department. Additional measures may be required to protect the above species and habitat features, these include:

a. No surface occupancy of selected areas;

b. Restrictions on season of operation;

c. Special reclamation techniques and/or requirements;

d. Restrictions on rate of development and spacing and location of wells;

e. Special road closure requirements.

✓ 7-20-81
Date

✓ William G. Wilk
Signature

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5859), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1[illegible]0 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing [illegible] outside of the authorized work limits or pipeline and road right-of-way as established pursuant to or revised in accordance with the unit plan. After designation of the authorized work limits the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic values or wildlife or pollute streams.

(2) To remove on the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches, and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U.S. Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, note roads and other travel ways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, and scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operational uses shall, at the

termination of these uses, be obliterated where required and the area over which they traversed restored in such a manner that revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any land within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:

(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

Date 7-20-81 SIGNATURE William A. Wilson

540

95385

(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 72871

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

CHEVRON U.S.A. INC.

Address (include zip code)

700 South Colorado Blvd., P.O. Box 599, Denver, CO 80201

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

Township 37 N, Range 4 W
Sections 16: NW, SW
21: E/W
28: E, [illegible], NESW, S/SW
33: All

Containing 1560 acres, m/l
SUBLETTE COUNTY, WYOMING

Assignment approved as to lands described below

RECORDED March 14 1983 8:00 AM
IN BOOK 670 PAGE 540
FEES $8.00 Lar Yad COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carolyn McSwain

SAME LANDS DESCRIPTION AS ITEM 2

195319

SEE ATTACHMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee: ALL

4. Specify interest or percent of record title interest being retained by assignor, if any: NONE

5. Specify overriding royalty being conveyed by assignor: 3.5% of 8/8ths

6. Specify overriding royalty previously reserved or conveyed, if any: 1.5% of 8/8ths

7. Specify payments out of production previously been created out of this lease, or if any such payments are being conveyed under this assignment, a statement giving full details as to amount, method of payment, and other payment terms as provided under 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 7 day of September, 1981.

William G. Wilson
(Assignor's Signature)

316 WINTERHAWK CIRCLE
(Assignor's Address)

ROCK SPRINGS, WY 82901
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 Glenn M. Janes
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 12 1982

195319

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

Assignee is over the age of majority

Assignee is a citizen of the United States

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 CA-3000.

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.

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).

Filing fee of $25.00 is attached.

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 operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lease to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

This 3rd day of September, 19 81.

CONOCO U.S.A. INC.

By [signature]
(Assignee's Signature)

Assistant Secretary

P.O. Box 599
(Assignee's Address)

Denver, CO 80201
(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.

STATE OF Wyoming)
) SS
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by William A. Wilson, Jr. this 3rd day of September, 1981.

WITNESS my hand and official seal.

Margaret A. Harris
Notary Public

My commission expires: 1-20-82

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.

Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have forty-five (45) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said forty-five (45) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said forty-five (45) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken a reassignment of said lease as to any land, Assignor shall fail, for a period of forty-five (45) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after forty-five (45) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall be liable for its failure to pay or the proper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignor's obligations under the preceding three (3) paragraphs shall cease and terminate six (60) days prior to the end of the primary term of said lease.

William A. Wilcox

Form 1000-5
(November 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-59379

Lease effective date
July 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

UNITED RESOURCES CORPORATION

Address (*include zip code*)
[illegible] Broadway, Suite 2750
[illegible], 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

Township 31 North - Range 106 West, 6th PM
Section 18: Lots 1, 2, 3

Township 31 North - Range 107 West, 6th PM
Section 3: Lots 2, 3, 4
Section 4: Lots 1, 2, 3, 4
Section 24: S/2NE/4

Township 32 North - Range 107 West, 6th PM
Section 28: Lots 1, 2, 3, 4
Section 33: Lots 1, 2, 3, 4

Sublette County, Wyoming
803.57 acres

Assignment approved as to lands described below

195320

SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 14 1983 8:00 AM
IN BOOK 67 Oil & Gas PAGE 543
FEES $6.25 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Kline

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	5%
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 29th day of July, 19 82.

(Assignor's Signature)
[illegible] Shafer, Guardian of the Person and Estate of Duncan Miller, an Adult Ward.

Office of the Public Administrator
1700 Pinto Lane
(Assignor's Address)

Las Vegas, Nevada 89106
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 M. [illegible]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 20 1982
(Date)

68332

543

ASSIGNEE'S COPY

544

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 W-56-100.
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 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 statements 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 July, 19 82.

ANCHORAGE CORPORATION

By: [signature]

(Assignee's Signature)

Joseph A. Milliard, Vice-President

1675 Broadway, Suite 2750

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 100[illegible] makes it a [illegible] United States any false, fic[illegible]ous, or fra[illegible] for any person knowingly and willfully to ma[illegible] to any department or agency of the [illegible]ent statements or representations as to any ma[illegible] within its jurisdiction.

INSTRUCTIONS

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me by Jar[illegible]d Shafer, Guardian of the Person and Estate of Duncan Miller, an Adult Ward.

this 29th day of July, 19 82.

Witness my hand and official seal.

My commission expires: [illegible]

Notary Public [illegible] of Nevada
CLARK [illegible]TY
Terri J. [illegible]ne
My Appointment Exp[illegible] [illegible]y 20, 1983

[signature]
Notary Public

the sole party in interest in the as[illegible]nt, assignee must [illegible] should be obtained [illegible] the assig[illegible]

NOTICE

The [illegible] Act of 1974 and the regulation i[illegible] 3 CFR [illegible] pro[illegible] you be furnished the following [illegible]nforma[illegible]n con[illegible] with information required by this assignm[illegible] req[illegible] approval.

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

PRI[illegible] PURPOSE – The information is to be used to [illegible] pro[illegible] assignment and request for approval.

RO[illegible]ES:

([illegible]) [illegible]djudication of [illegible]ssignee's rights to the l[illegible]d or [illegible]ces.

([illegible]) [illegible]entation f[illegible]blic information in support of [illegible]ota[illegible] [illegible]made on [illegible] status records for the manage[illegible]ent, [illegible]l, and [illegible] public lands and resources.

(3) [illegible]r to [illegible]ate Federal agencies when concur[illegible] re[illegible] [illegible] re[illegible] prior to granting a right in public la[illegible] res[illegible]

(4)(5) [illegible]ati[illegible]n the record and/or the record will be [illegible]erre[illegible] appropriate Federal, lo[illegible] or [illegible]gn [illegible]es, when relevant to civil, crim[illegible]l or [illegible]lato[illegible]estigations or prosecutions.

EFF[illegible] NOT[illegible]VIDING INFORMATION – If all the in[illegible] form[illegible] provided, the assignment may be rejected.

Bureau of Land Management collects th[illegible]n pursuant to the law (See 43 CFR 3106–3(c)).

Bureau of Land Management uses the [illegible]o create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report th[illegible]mation under provisions of 43 CFR 3106.

DV0019

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

Lease Serial No.
W-30129

Lease effective date
December 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Texaco, Inc.

Address *(include zip code)*

P O Box 2100, Denver, Colorado 80201

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 39 North, Range 109 West, 6th PM
Section 1: Lots 1,2,3,4, S/2N/2, S/2

Containing 639.68 acres, M/L
Sublette County, Wyoming

Assignment approved as to lands described below

195322

SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 14 1983 8:00 AM
IN BOOK 67 O&G PAGE 545
FEES $6.00 Lois J. Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

W-7662-M (equal)

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	40.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	60.00%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.00%

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 1st day of October, 1982.

CLAYTON W. WILLIAMS, JR.

BY [signature]
(Assignor's Signature)

Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in W-56943 and such authority is still in effect.

1451 Larimer Street, Suite 200
(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 JAN 1 83

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 18 1983
(Date)

FOR ASSIGNEE

545

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, undersigned, a Notary Public within and for said County and State, this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., 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

My Commission Expires February 18, 1985

Lynn R. Seiler Notary Public

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 lease.

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

(3) Referral 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.

Bureau of Land Management [illegible] the law (See 43 CFR 3106-[illegible]).

Bureau of Land Management uses the [illegible] of lease assignment and determine the qualifications of assignees.

A Federal lessee is obligated [illegible] of 43 CFR 3106.

DV004

...5
...r 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-71627

Lease effective date
April 1, 1981

FOR BLM OFFICE USE ONLY

New Serial No.

...L ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. ...signee's Name
TEXACO, INC.

...ress (*include zip code*)
P.O. BOX 2100
DENVER, CO 80201

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

...ribe the lands affected by this assignment	Assignment approved as to lands described below
...R & ONLY INSOFAR AS LEASE COVERS THE ... DESCRIBED LANDS: ...IP 39 NORTH - RANGE 109 WEST ...on 15: All ...on 16: All ...ining ~~640~~ 320.00 acres, M/L ... County, WY	185323 SAME LAND DESCRIPTION AS ITEM 2 RECORDED March 14 1983 8:00 AM IN BOOK 67 Ord PAGE 547 FEES $6.00 Sandy Yak COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy M. Stone

...Specify interest or percent of assignor's record title interest being conveyed to assignee	40.00%
...Specify interest or percent of record title interest being retained by assignor, if any	60.00%
...Specify overriding royalty being reserved by assignor	NONE
...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 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.

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

...this 1st day of October, 1982.
CLA... W. WILLIAMS, JR.
BY: [signature]
(Assignor's Signature)
...S. Gaylord, Attorney-in-Fact
... of Attorney-in-Fact is filed ...43 & such authority is still in effect.

1451 Larimer Street, Suite 200
(Assignor's Address)

Denver (City) CO (State) 80202 (Zip Code)

...S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the ...ates 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 [signature]
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

FEB 7 1983
(Date)

547

FOR ASSIGNEE

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). Filing fee of $ 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 mining operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lease to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this d 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

STATE OF COLORADO

SS.

COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., 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.

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

My Commission Expires February 18, 1985

Lynn R. Selle 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 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 relevant to civil, criminal or regulatory investigations or prosecutions.

(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.

The Bureau of Land Management collects this information pursuant to the law (See 43 CFR 3106 et seq.).

The Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

Assignee is obligated to furnish information under provisions of 43 CFR 3106.

DV00249

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

Lease Serial No.
W-68845

Lease effective date
October 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

Texaco, Inc.

Address (*include zip code*)

P O Box 2100, Denver, Colorado 80201

The undersigned, as owner of 18.75% 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 39 North, Range 110 West, 6th PM

Section 4: SW/4NW/4

Containing 40.00 acres, M/L
Sublette County, Wyoming

Assignment approved as to lands described below

185324

SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 14 1983 8:00A M
BOOK 67 Oil PAGE 549
Fees $6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Klein

W-7715

3. Specify interest ~~or percent of assignor's record title interest~~ being conveyed to assignee	7.50% of 8/8ths
4. Specify interest ~~or percent of record title interest~~ being retained by assignor, if any	11.25% of 8/8ths
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	10.062501%

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 October, 1982.

CLAYTON W. WILLIAMS, JR.

BY Thomas S. Gaylord
(Assignor's Signature)

Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in W-56943 and such authority is still in effect.

1451 Larimer Street, Suite 200
(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 DEC 01 1982

By Selma M. Jones
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 01 1983
(Date)

FOR ASSIGNEE

549

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

STATE OF COLORADO

SS.

COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., 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.

NOTARY PUBLIC

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

My Commission Expires February 18, 198

Lynn R. Selle Notary Public

ROUTINE USES:

(1) 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 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.

Bureau of Land Management collects this information pursuant to the law (See 43 CFR 3106-1(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.

DV00220

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

Lease Serial No.
W-20593

Lease effective date
October 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
TEXACO, INC.

Address (*include zip code*)
P.O. BOX 2100
DENVER, CO 80201

The undersigned, as owner of 18.75% 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 39 NORTH - RANGE 110 WEST
Section 4: W/2SW/4; SE/4SW/4

Containing 120.00 acres, M/L
Sublette County, WY

185325

March 14 1983 8:00 AM
67 Ord PAGE 551
Fees $6.00 Lois Yoder COUNTY CLERK
SUBLETTE COUNTY, RINEDALE, WYOMING
by Dorothy McKee

Assignment approved as to lands described below

Recorded 2-24 19 83 at 2:10 o'clock P M
in Book 135 of Photo Page 625-626
No. 241960 $6.00 pd
V. Jolynn Coonce County Clerk
by Ann Rieks Dep.

SAME LAND DESCRIPTION AS ITEM 2

W-7123-P (copy)

3. Specify interest ~~or percent of assignor's record title interest~~ being conveyed to assignee	7.50%
4. Specify interest ~~or percent of record title interest~~ being retained by assignor, if any	11.25%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	10.062501%

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 October, 19 82.
CLAYTON W. WILLIAMS, JR.

BY: Thomas S. Gaylord
(Assignor's Signature)

Thomas S. Gaylord, Attorney-in-Fact
Evidence of Attorney-in-Fact is filed in W-56943 & such authority is still in effect.

1451 Larimer Street, Suite 200
(Assignor's Address)

Denver (City) CO (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 DEC 1 1982

By Lenna M. Jones
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 10 1983
(Date)

RECORDED
COMPARED
INDEXED
ABSTRACTED

551

FOR ASSIGNEE

552

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 mining 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

STATE OF COLORADO

S.

COUNTY OF DENVER

Before me undersigned, a Notary Public within and for said County and State, this 1st day of October 1982, personally appeared Thomas S. Taylord Attorney-In-Fact for Clayton W. Williams, Jr., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires
February 18, 1985

Lynn R. Sellers, 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 lease or [illegible] lands.
(2) Information for public information in support of [illegible] made on land status records for the management, [illegible], and use of public lands and resources.
(3) [illegible] to appropriate Federal agencies when [illegible] is required prior to granting a right in [illegible] or resources.
(4) Information [illegible] on the record and/or the record will be referred 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 not provided, the assignment may be rejected.

[illegible] Land Management collects [illegible] information pursuant to the law (See 43 CFR 3100–[illegible]).

[illegible] Land Management uses [illegible] information to create a record of lease assignment and to determine the qualifications of [illegible]

A [illegible] is obligated [illegible] this information under provisions of 43 CFR 3100.

DV00255

(November 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-68846

Lease effective date
December 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

Texaco, Inc.

Address (*include zip code*)

P O Box 2100, Denver, Colorado 80201

The undersigned, as owner of 18.75% 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 39 North, Range 110 West, 6th PM

Section 6: Lot 1, SE/4NE/4

Containing 79.72 acres, M/L
Sublette County, Wyoming

Assignment approved as to lands described below

RECORDED March 14 1983 8:00 AM
IN BOOK 67 Oil PAGE 553
FEES $6.00 Lois J. Yule COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

SAME LAND DESCRIPTION AS ITEM 2

195326

W-7422 - M (copy)

3. Specify interest ~~or percent of assignor's record title interest~~ being conveyed to assignee	7.50% of 8/8ths
4. Specify interest ~~or percent of record title interest~~ being retained by assignor, if any	11.25% of 8/8ths
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	10.062501%

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.

CERTIFY That the 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 October, 1982.

CLAYTON W. WILLIAMS, JR.
By [signature]
(Assignor's Signature)

1451 Larimer Street, Suite 200
(Assignor's Address)

Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in W-00943 and such authority 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 DEC 01 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 01 1983
(Date)

FOR ASSIGNEE

553

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 lease 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

STATE OF COLORADO

SS.

COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Taylord, Attorney-In-Fact for Clayton W. Williams, Jr., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires
February 18, 1985

Lynn R. Seller, Notary Public

ROUTINE USES:

(1) To adjudication of the assignee's rights to the land or resources.

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

(3) To refer to appropriate Federal agencies when consultation is required prior to granting a right in public resources.

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

EFFECT OF NOT PROVIDING INFORMATION — If all information not provided assignment may be rejected

Bureau of Land Management collects this information pursuant to law (See 43 CFR 3106).

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.

[redacted] [redacted] DV00[redacted]

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

Lease Serial No.
W-20594

Lease effective date
December 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
TEXACO, INC.

Address (include zip code)
P.O. BOX 2100
DENVER, CO 80201

The undersigned, as owner of 18.75% 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 39 NORTH - RANGE 110 WEST
Section 5: Lots 1, 2, 3 & 4; S/2N/2; N/2SW/4; SE/4SW/4; SE/4
Section 8: E/2NE/4; NW/4NE/4

Containing 718.92 acres, M/L
Sublette County, WY

Assignment approved as to lands described below

185927

March 14 1983 8:00 AM
PAGE 555
Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Kline

SAME [illegible] ITEM 2

3. Specify interest ~~or percent of assignor's record title interest~~ being conveyed to assignee	7.50%
4. Specify interest ~~or percent of record title interest~~ being retained by assignor, if any	11.25%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	10.062501%

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 October, 1982.
CLAYTON W. WILLIAMS, JR.
BY: [signature]
(Assignor's Signature)
[illegible] S. Gaylord, Attorney-in-Fact
[illegible] of Attorney-in-Fact is filed [illegible] 6943 & such authority is still in effect.

1451 Larimer Street, Suite 200
(Assignor's Address)

Denver	CO	80202
(City)	(State)	(Zip Code)

INDEXED
ABSTRACTED

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

THE UNITED STATES OF AMERICA

Assignment approved effective [illegible]

By [signature]
(Authorized Officer)

[illegible] 19 83 at 2:00 o'clock
155 of Photo Page
[illegible] pd
V. Jolynn Coonce County Clerk
[illegible] Dep.

[illegible] & [illegible]tion
(Title)

FEB 10 1983
(Date)

FOR RECORD

555

W-7620 - P (copy)

556

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

STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr. 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

My Commission Expires: February 18, 1985

Lynn R. Sellers Notary Public

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

ROUTINE USES:

(1) The adjudication of the assignee's rights to the lease resources.

(2) Documentation of public information in support of transactions made on status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when consistent with requirements for granting a right in public lands or resources.

(4) Information in the record and/or the record will be referred 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 ...).

Bureau of Land Management uses this information to create a record of lease assignment and to determine the qualifications of assignees.

A [illegible] is obligated to furnish this information under the provisions of 43 CFR 3106.

DV00195

(November 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-30599

Lease effective date
December 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Texaco, Inc.

Address (*include zip code*)

P O Box 2100, Denver, Colorado 80201

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 39 North, Range 109 West, 6th PM Section 6: Lots 1,2, S/2NE/4, SE/4 Section 7: E/2 Containing 639.49 acres, M/L Sublette County, Wyoming	185328 SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 14 1983 8:00 AM
IN BOOK 67 R&T PAGE 557
FEES $6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	40.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	60.00%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.00%

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 1st day of October, 1982.
CLAYTON W. WILLIAMS, JR.

RECORDED
COMPARED
INDEXED ✓
ABSTRACTED ✓

BY [signature]
(Assignor's Signature)
Thomas S. Gaylord, Attorney-In-Fact
Instrument of Attorney-In-Fact is filed in 6943 and such authority is still in effect.

1451 Larimer Street Suite 200
(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 DEC 1 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 15 1983
(Date)

Filed 2-28 19 83 at 11:25 o'clock A M
Book 135 of Photo Page 682-683
Fee 241988 $6.00 PD
Evelyn Coonce County Clerk
By [signature] Deputy

557

FOR ASSIGNEE

W-7641

558

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 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.

submit, at the time assignment is filed, a signed statement giving the names any other

STATE OF COLORADO

COUNTY OF DENVER

Before me, undersigned, a Notary Public in and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., 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 above written.

My Commission Expires February 18, 1985

Lynn R. Selby, Notary Public

information for public information in support of ... made on land ... records for the management, ... al, and use of public lands and resources.

(3) ... fer to appropriate Federal agencies when ... is required prior to granting a right in ... public ... resources.

(4) ... the record and/or the record will be ... appropriate Federal, State, local or ... es, when relevant to civil, criminal or ... estigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information ... format ... provided, the assignment may be rejected.

... Land Management collects this information pursuant to the law (See 43 CFR 3106.3(c)).

... Land Management uses the information to create a record of lease assignment and to determine the qualifications of ...

... is obligated to report information under provisions of 43 CFR 3106.

DV00193

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-30129

Lease effective date
December 1, 1973

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

PART I

1. Assignee's Name
Texaco, Inc.

Address (*include zip code*)
P O Box 2100, Denver, Colorado 80201

RECORDED March 14 1983 8:00 AM
IN BOOK 67 PAGE 537
FEES 6.00 Nancy J. Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Thune

2. The undersigned, as owner of 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.

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

Township 39 North, Range 109 West, 6th PM
Section 1: Lots 1,2,3,4, S/2N/2, S/2

195329

Containing 639.68 acres, M/L - Sublette County, Wyoming

Insofar, and only insofar as said working interest and operating rights pertain to all formations from the surface of the ground down to a depth of 3,000 feet beneath the surface of the ground.

W-76627-(Cont)

4. Specify interest or percent of operating rights being conveyed to assignee	30.00%
4. Specify interest or percent of operating rights being retained by assignor	45.00%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.00%

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 1st day of October, 1982.

CLAYTON W. WILLIAMS, JR.

BY: Thomas S. Gaylord
(Assignor's Signature)
Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in W-56943 and such authority is still in effect.

1451 Larimer Street, Suite 200
(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 JAN 1 1983

By Thomas M. Lane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

FEB 18 1983
(Date)

FOR ASSIGNEE

This form may be reproduced provided that copies are exactly in accordance with the provisions of 43 CFR 3106 — Instructions on one sheet of both sides of this official form

557

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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.

INSTRUCTIONS

STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires February 3, 198

Lynn R. Sellers Notary Public

(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.

DVG

Form 3106-14
(Dec. 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-30599

Lease effective date
December 1, 1973

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

PART I

1. Assignee's Name

Texaco, Inc.

Address (*include zip code*)

P O Box 2100, Denver, Colorado 80201

RECORDED March 14 1983 8:00 AM
IN BOOK 67 Misc PAGE 541
FEES 6.00 Sam J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

The undersigned, as owner of 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 39 North, Range 109 West, 6th PM
Section 6: Lots 1, 2, S/2NE/4, SE/4
Section 7: E/2

195330

Containing 639.49 acres, M/L - Sublette County, Wyoming

Insofar, and only insofar as said working interest and operating rights pertain to all formations from the surface of the ground down to a depth of 3,000 feet beneath the surface of the ground.

3. Specify interest ~~in percent of operating rights~~ being conveyed to assignee	30.00%
4. Specify interest ~~in percent of operating rights~~ being retained by assignor	45.00%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.00%

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.

RECORDED
COMPARED
INDEXED ✓
ABSTRACTED ✓

Executed this 1st day of October, 19 82.
CLAYTON W. WILLIAMS, JR.

BY: Thomas S. Gaylord
(Assignor's Signature)
Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in W-56943 and such authority is still in effect.

1451 Larimer Street, Suite 200
(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 DEC 1 1982

By Thomas W. Jones
(Authorized Officer)

Recorded 2-28 1983 at 11:20 o'clock A.M.
Book 135 of Photo Page 680-681
Fee $6.00 PD
V. Lynn Coonce
By Donna M. Williams DEPUTY County Clerk

Chief, Oil & Gas Section
(Title)

FEB 15 1983
(Date)

Copies 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

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).

C. IT IS HEREBY CERTIFIED that the statements 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

STATE OF COLORADO

SS.

COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, this 1st day of October 1982, personally appeared Thomas S. Taylor, Attorney-In-Fact for Clayton W. Williams, Jr., 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.

NOTARY PUBLIC

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

My Commission Expires:
February 18, 198[illegible]

Lynn R. Seiler Notary Public

(1) The collection of the assignee's rights to land or resources.

Disclosure for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

Refer to appropriate Federal agencies when concurrence is required prior to granting a right in 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.

DV00198

Form 3106-14
(November 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-45897

Lease effective date
September 1, 1976

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

PART I

1. Assignee's Name

Texaco, Inc.

Address (include zip code)

P O Box 2100, Denver, Colorado 80201

RECORDED March 14 1983 8:00 AM
BOOK 67 Deed PAGE 563
FEES 6.00 Lucy Dale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

2. The undersigned, as owner of 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.

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

Township 40 North, Range 109 West, 6th PM
Section 2: Lots 1,2,3, SE/4NW/4, S/2NE/4, E/2SW/2, SE/4
Section 30: Lots 1,2,3,4, E/2W/2
Section 31: Lots 1,2,3,4, E/2W/2

Containing 1,085.21 acres, M/L - Sublette County, Wyoming

Insofar, and only insofar as said working interest and operating rights pertain to all formations from the surface of the ground down to a depth of 3,000 feet beneath the surface of the ground.

185331

4. Specify interest or percent of operating rights being conveyed to assignee	30.00%
5. Specify interest or percent of operating rights being retained by assignor	45.00%
6. Specify overriding royalty interest being reserved by assignor	None
7. Specify overriding royalty previously reserved or conveyed, if any	9.00%

8. 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.

9. 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.

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

11. CERTIFY That the 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 October, 1982.
CLAYTON W. WILLIAMS, JR.

RECORDED
COMPARED
INDEXED
ABSTRACTED

(Assignor's Signature)
Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in W-56943 and such authority is still in effect.

1451 Larimer Street, Suite 200
(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 [illegible]
(Authorized Officer)

Oil & Gas Operations
(Title)

FEB 7 1983
(Date)

Recorded 2-28 1983 at 1:05 o'clock P M
Book 135 of Photo Page 722-723
Fee 008 $6.00 PD
Lucy Donce
Deputy Clerk

This form may be reproduced provided that copies are exact reproductions on one sheet of [illegible] of this official form in accordance with the provisions of 43 CFR 3106

563

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 as 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 the 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'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

S.

COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires
February 18, 1985

Lynn R. Geller Notary Public

ROUTINE USES:

(1) Disclosure of the information on the assignee's rights to the land or resources.
(2) Documentation of public information in support of management decisions made on Federal and State 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.

DV00214

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-37349

Lease effective date
May 1, 1973

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

PART I

RECORDED March 14 1983 2:00 P.M.
IN BOOK 67 Ore PAGE 565
FEES 6.00 Lana J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stone

1. Assignee's Name

Texaco, Inc.

Address (include zip code)

P O Box 2100, Denver, Colorado 80201

The undersigned, as owner of 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 40 North, Range 109 West, 6th PM
Section 2: Lot 4, SW/4NW/4, W/2SW/4
Section 3: Lots 1, 2, 3, 4, S/2N/2, SE/4

195332

Containing 638.92 acres M/L - Sublette County, Wyoming

Insofar, and only insofar as said working interest and operating rights pertain to all formations from the surface of the ground down to a depth of 3,000 feet beneath the surface of the ground.

3. Specify interest [redacted] being conveyed to assignee	30.00%
4. Specify interest [redacted] being retained by assignor	45.00%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.000%

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 October, 19 82.
CLAYTON W. WILLIAMS, JR.

RECORDED
COMPARED
INDEXED ✓
ABSTRACTED ✓

BY [signature]
(Assignor's Signature)
Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in W-6943 and such authority is still in effect.

1451 Larimer Street, Suite 200
(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 [illegible] 82

By [signature]
(Authorized Officer)

Chief, Oil & Gas
(Title)

FEB 7 1983
(Date)

[redacted] 2-28 19 83 at 2:00 o'clock P M
[redacted] 135 of Photo Page 744-745
[redacted] 241019 $6.00 PD
[redacted] Lorraine Coonce By [signature] DEP [redacted]

In accordance with the provisions of 43 CFR 3106 [redacted] are exact reproductions on one sheet of both sides FOR ASSIGNMENT form

565

566

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

STATE OF COLORADO
SS.
COUNTY OF DENVER

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:
February 18, 1985

Lynn R. Sellers, Notary Public

(2) Information 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]

DV00133

Form 3100-5
(November 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-45897

Lease effective date
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Texaco, Inc.

Address (*include zip code*)

P O Box 2100, Denver, Colorado 80201

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 40 North, Range 109 West, 6th PM

Section 2: Lots 1,2,3, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4
Section 30: Lots 1,2,3,4, E/2W/2
Section 31: Lots 1,2,3,4, E/2W/2

Containing 1,085.21 acres, M/L
Sublette County, Wyoming

Assignment approved as to lands described below

RECORDED March 14 1983 8:00 A M
IN BOOK 67 Ore PAGE 562
FEES $6.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

SAME LANDS DESCRIPTION AS ITEM 2

195833

W 7644-B

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	40.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	60.00%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.00%

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 1st day of October, 19 82.

CLAYTON W. WILLIAMS, JR.

By [signature]
(Assignor's Signature)

1451 Larimer Street, Suite 200
(Assignor's Address)

Thomas S. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed in 943 and such authority is still in effect.

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

RECORDED
COMPUTED
INDEXED
ABSTRACTED

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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)

Filed 2-28 1983 at 1:00 o'clock P M
135 of Photo Page 720-7
242007 $6.00 PD
Jolynn COUCE County Cl
DEPUT

Chief Oil & Gas Section
(Title)

FEB 1983
(Date)

567

FOR ASSIGNEE

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 $[illegible].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 10[illegible] makes it a crime for any person knowingly and willfully to make any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
) S.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr. 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.

NOTARY

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

My Commission Expires February [illegible], 1985

Lynn R. Seller Notary Public

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) Adjudication of the assignee's rights to the lease or resources.
(2) Documentation of public information in support of action made and status records for the management of public lands and resources.
(3) Referral to appropriate Federal agencies when [illegible] is required prior to granting a right in the lease or resources.
(4)(5) Disclosure from the record and/or the record will be referred 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 [illegible]
A [illegible] is obligated to respond to this information under provisions of 43 CFR 3106.

DV00214

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-37349

Lease effective date
May 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Texaco, Inc.

Address (include zip code)

P O Box 2100, Denver, Colorado 80201

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 40 North, Range 109 West, 6th PM
Section 2: Lot 4, SW/4NW/4, W/2SW/4
Section 3: Lots 1,2,3,4, S/2N/2, SE/4

Containing 638.92 acres M/L
Sublette County, Wyoming

Assignment approved as to lands ~~described below~~

RECORDED March 14 1983 8:00 AM
IN BOOK 67 Ops PAGE 569
FEES $6.00 Lary Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

SAME LAND DESCRIPTION AS ITEM 2

185834

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	40.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	60.00%
5. Specify overriding royalty being reserved by assignor	2% of 8/8ths of 75%
6. Specify overriding royalty previously reserved or conveyed, if any	9.000%

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 October, 1982.
CHARLES W. WILLIAMS, JR.
by [signature]
(Assignor's Signature)

Thomas C. Gaylord, Attorney-In-Fact
Evidence of Attorney-In-Fact is filed herewith and such authority is still in effect.

1451 Larimer Street, Suite 200
(Assignor's Address)

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

RECORDED
COMPARED
INDEXED
ABSTRACTED

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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

2-28 1983 at 2:05 o'clock P M
135 of Photo Page 746-747
2020 $6.00 PD
Jan Coonce County Clerk
DEPUTY

By [signature]
(Authorized Officer)

CHIEF
(Title)

FEB 7 1983
(Date)

FOR ASSIGNER

569

746-9

570

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
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 regulation (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 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

STATE OF COLORADO

S.

COUNTY OF DENVER

Before me undersigned, a Notary Public within and for said County and State, this 1st day of October 1982, personally appeared Thomas S. Taylord, Attorney-In-Fact for Clayton W. Williams, Jr., 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.

NOTARY PUBLIC

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

My Commission Expires February 18, 1985

Lynn R. Sellers Notary Public

(1) Indication of the assignee's rights to the land or resources.

(2) Information for public information in support of decisions made on land status records for the management, protection and use of public lands and resources.

(3) Information to appropriate Federal agencies when consultation is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record 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.

Bureau of Land Management collects this information pursuant to the law (See 43 CFR 3106—3106.3).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A lessee or assignee is obligated to report this information under provisions of 43 CFR 3106.

United States Lease W-5807/4
Marathon File: 1-WY-6111

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That Marathon Oil Company and Maurice W. Brown, do hereby release, remise and relinquish unto the Lessor or Lessors named therein, his or their heirs, successors and assigns, all rights, title and interest of Marathon Oil Company and Maurice W. Brown in and to that certain Oil and Gas, or Oil, Gas and Mineral Lease dated the 1st day of February, 19 73, executed by The United States of America, as Lessor, to Russell W. Brown, as Lessee, and of record in Book 61, at Page 390, of the records of Sublette County, Wyoming covering the following described lands in Sublette County, Wyoming, to-wit:

T. 29 N., R. 112 W.
Sec. 11: SW¼SW¼

EXECUTED this 31st day of January, 19 83.

19 12

MARATHON OIL COMPANY

APPROVED
OGS/O
LAND

By Robert H. Steed
Robert H. Steed - Attorney-in-Fact

Maurice W. Brown
Maurice W. Brown

March 14 1983 2:30 PM
Book 61 PAGE 571
Lou Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

RANCE K. NIX - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 7, 1985

On this 31st day of January, 1983, before me personally appeared Robert H. Steed, who, being by me duly sworn, did say that he is Attorney-in-Fact for MARATHON OIL COMPANY, and that he executed said instrument on behalf of said corporation by authority of its Board of Directors, and said Robert H. Steed, acknowledged said instrument to be the free act and deed of said corporation.

December 7 1985
My Commission Expires

Rance K. Nix
Notary Public

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 10th day of _____, 1983, by Maurice W. Brown.

Witness my hand official seal.

Lynnette L. Barlow Notary Public
County of Laramie State of Wyoming
My Commission Expires Nov. 5, 1983

My Commission Expires

Lynnette L. Barlow
Notary Public

572

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

is Overriding Royalty Assignment, made this 20 day of December, 1982, between ALEXANDER S. BOWERS whose address is 485 Madison Avenue, Room 804, New York, NY, hereinafter called Lessee; and ANNE P. BOWERS, 485 Madison Avenue, New York, NY 10022

after called Assignee:

nesseth:

reas Lessee is the owner of and has been granted an Oil and Gas Lease by the United America, dated November 1, 1982, bearing Serial No. W-79181 of the U. S. Land & Office, at Cheyenne, Wyoming, which lease, in so far as covered by this Royalty ent, contains the following descriged lands (hereinafter referred to as said lands), d in Sublette County, State of Wyoming, towit:

195344

Township 30 North, Range 115 West

Section 9: E½
Section 10: W½
Section 17: All
Section 28: All
Section 32: All

Containing 2560 acres, more or less

March 15 1983 8:04 AM
PAGE 572
COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McKinney

W, Therefore,

is transfer of royalty interest to ANNE P. BOWERS

being made for value or consideration, but is being made by way of a gift, and hereby conveys, transfers, assigns and sets over unto Assignee, her heirs and , an overriding royalty interest of one-half of one percent (1/2 of 1%)of all and gas and other hydrocarbon substances in place and which may be produced, rketed from said and clear of all costs or expense to Assignee.

s Overriding Royalty Assignment shall be subject to all the terms and provisions al Oil and Gas Le 79181 which issued effective November 1, 1982.

provisions here all inure to and be binding upon the parties hereto, their assigns, personal representative and successors, and said overriding royalty interest reserved to Assignee shall run with said leasehold and all renewals and extensions and all preference right and substitute leases granted thereon, whether under said number or a new serial number, and whether issued to Lessee or Lessee's successors ns.

WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assign- Assignee, in triplicate, this day and year first above written.

ALEXANDER S. BOWERS, Lessee

ACKNOWLEDGEMENT

Single or Married

New York)
New York)

this 20 day of December, 1982, before me personally appeared ALEXANDER S. BOWERS

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

Given under my hand and seal the day and year in the certificate first above written.

Notary Public

MARY PICCOLINO
NOTARY PUBLIC State of New York
No. 14-630712 Qualified in Kings County
Cert. Filed in New York County
Commission Expires M[redacted]

My Commission expires 3-30-84

[redacted] [redacted]

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

This Overriding Royalty Assignment, made this 20 day of December, 1982, by and between ALEXANDER S. BOWERS whose address is 485 Madison Avenue, Room 804, New York, New York, hereinafter called Lessee; and ALEXANDER S. BOWERS and PHILIPPA S. BOWERS as Trustees for ALEXANDER S. BOWERS, JR., 485 Madison Avenue, New York, New York 10022 hereinafter called Assignee:

Witnesseth:

Whereas Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated November 1, 1982, bearing Serial No. W-79181 of the U. S. Land & Mining Office, at Cheyenne, Wyoming, which lease, in so far as covered by this Royalty Assignment, contains the following descriged lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming, towit:

Township 30 North, Range 115 West

Section 9: E½
Section 10: W½
Section 17: All
Section 28: All
Section 32: All

Containing 2560 acres, more or less

195345
March 15 1983 8:00 AM
67 Grd
Book 4 Page 573
Lucy J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stone

Now, Therefore,
This transfer of royalty interest to ALEXANDER S. BOWERS, JR.

is not being made for value or consideration, but is being made by way of a gift, and Lessee hereby conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of one-half of one percent (1/2 of 1%)of all the oil and gas and other hydrocarvon substances in place and which may be produced, saved marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to all the terms and provisions of Federal Oil and Gas Lease W-79181 which issued effective November 1, 1982.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

ALEXANDER S. BOWERS, Lessee

STATE OF New York)
COUNTY OF New York)

ACKNOWLEDGEMENT
Single or Married

On this 20 day of December, 1982 before me personally appeared ALEXANDER S. BOWERS to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

Notary Public

MARY PICCOLINO
NOTARY PUBLIC, State of New York
No 14-630712 Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1984

My Commission expires 3-30-84

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

This Overriding Royalty Assignment, made this 20 day of December, 1982, by and between ALEXANDER S. BOWERS whose address is 485 Madison Avenue, Room 804, New York, New York, hereinafter called Lessee; and PHILIP CALDWELL BOWERS, 485 Madison Avenue, New York, New York 10022

hereinafter called Assignee:

Witnesseth:

Whereas Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated November 1, 1982, bearing Serial No. W-79181 of the U. S. Land & Survey Office, at Cheyenne, Wyoming, which lease, in so far as covered by this Royalty Assignment, contains the following descriged lands (hereinafter referred to as said lands), situated in Sublette County State of Wyoming, towit:

195346

Township 30 North, Range 115 West

Section 9: E½
Section 10: W½
Section 17: All
Section 28: All
Section 32: All

RECORDED March 15 1983 8:00 A.M.
IN BOOK 67 Ovr PAGE 574
FEES 4.00 Sam J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M. Thurie

Containing 2560 acres, more or less

NOW, Therefore,
This transfer of royalty interest to PHILIP CALDWELL BOWERS

is not being made for value or consideration, but is being made by way of a gift, and Lessee hereby conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of one-half of one percent (1/2 of 1%)of all the oil and gas and other hydrocarvon substances in place and which may be produced, saved marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to all the terms and provisions of Federal Oil and Gas Lease W-79181 which issued effective November 1, 1982.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Alexander S. Bowers
ALEXANDER S. BOWERS / Lessee

STATE OF New York)
COUNTY OF New York)

ACKNOWLEDGEMENT
Single or Married

On this 20 day of December, 1982, before me personally appeared ALEXANDER S. BOWERS to me known to be the persons (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed including the release and waiver of the right of homestead, the said wife having been fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

Mary Piccolino
Notary Public

My Commission expires 3-30-84

MARY PICCOLINO
NOTARY PUBLIC, State of New York
No. 14-080712 Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASE

This Overriding Royalty Assignment, made this 20 day of December, 1982, by and between ALEXANDER S. BOWERS whose address is 485 Madison Avenue, Room 804, New York, New York, hereinafter called Lessee; and MARJORIE S. RENWICK, Baldwin Road, Mt. Kisco, New York 10549

hereinafter called Assignee:

Witnesseth:

Whereas Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated November 1, 1982, bearing Serial No. W-79181 of the U. S. Land & Mining Office, at Cheyenne, Wyoming, which lease, in so far as covered by this Royalty Assignment, contains the following descriged lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming, towit:

195847

Township 30 North, Range 115 West

Section 9: E½
Section 10: W½
Section 17: All
Section 28: All
Section 32: All

RECORDED March 15 1983 2:00 P.M
IN BOOK 67 PAGE 575
FEES 4.00 Lean J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McGuire

Containing 2560 acres, more or less

Now, Therefore,
this transfer of royalty interest to MARJORIE S. RENWICK

is not being made for value or consideration, but is being made by way of a gift, and Lessee hereby conveys, transfers, assigns and sets over unto Assignee, her heirs and assigns, an overriding royalty interest of one-half of one percent (1/2 of 1%)of all the oil and gas and other hydrocarvon substances in place and which may be produced, saved marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to all the terms and provisions of Federal Oil and Gas Lease W-79181 which issued effective November 1, 1982.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Alexander S. Bowers
ALEXANDER S. BOWERS, Lessee

STATE OF New York)
COUNTY OF New York)

ACKNOWLEDGEMENT
Single or Married

On this 20 day of December 1982, before me personally appeared ALEXANDER S. BOWERS to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

Mary Piccolino
Notary Public
MARY PICCOLINO
NOTARY PUBLIC, State of New York
No 14-6907112 Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1984

My Commission expires 3-30 84

576

NO GAS FORM NO. 6

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-82299

DISTRICT LAND OFFICE WYOMING

NOW ALL MEN BY THESE PRESENTS, That EMC ENERGIES, INC.
210 Cottonwood Park-907 Rancho Rd.
Casper, WY 82601
, Assignor (whether one or more) for the sum of Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which 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
'82	210 Cottonwood Park 907 Rancho Road Casper, Wyoming 82601	1%

372

RECORDED March 16 1983 8:00 A M
IN BOOK 67 O&G PAGE 576
FEES $4.50 Lois J Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Darolyn M Stuart

amounting in all a total of an undivided One Percent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit.

T28N - R110W, 6th P.M.
Sec.11: NW¼, W½SW¼
26: S½
29: S½
30: Lots 3,4, E½SW¼, SE¼
31: Lots 1,2,3,4, S½NE¼, E½W½, SE¼
34: N½
35: S½NW¼, SW¼
Containing 2,287.98 Acres, M/L

~~Section Township Range containing acres more or~~

WITNESS our hands this 1st day of February, 1983

ATTEST: Virginia F. VanDev Secy

EMC ENERGIES, INC.
Thomas A. Galles, President

State of Wy
County of NATRONA } ss

The foregoing instrument was acknowledged before me by Thomas A. Galles, President of EMC Energies, Inc.

February, 1983

MICHAEL S. DYMOND NOTARY PUBLIC MY COMMISSION EXPIRES 6 4 1984 Natrona County Wyoming

Notary Public

Commission Expires: 6/4/84

[redacted] DEPARTMENT OF THE INTER[redacted]
BUREAU OF LAND MANAGEME
CORRECTIVE
TRANSFER, ASSIGNMENT, OR SUBLEASE
OF OPERATING RIGHTS IN OIL AND GAS LEASE

OMB [redacted] 0034
Expires [redacted] 1985

Lease Serial No.
W-5182

Lease effective date
May 1, 1967

PART I

Assignee name

DAVIS OIL COMPANY

(Assignee address, including zip code)
410 17th Street, Suite 1400
Denver, Colorado 80202

[illegible], as owner of *** percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, [illegible] to the assignee shown above, the operating rights in such lease as specified below.

Lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

[illegible] 34.375% Tr. II: 2.5% Tr. III: 73.75%

[illegible] Township 27 North, Range 108 West, 6th P.M.
Section 9: All
Section 10: All
Section 15: All
Section 21: SE¼, NW¼, 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.

[illegible] County, Wyoming

[illegible] CORRECTIVE ASSIGNMENT OF OPERATING RIGHTS IS IN LIEU OF AND NOT IN ADDITION TO THAT [illegible] ASSIGNMENT OF OPERATING RIGHTS DATED OCTOBER 22, 1982 FROM JEAN DAVIS TO DAVIS [illegible]

RECORDED March 16 1983 8:00 AM
Book 67 Orig Rec PAGE 577
[illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
Deedy McClure

	TR. I	TR. II	TR. III
[illegible] operating rights being conveyed to assignee	34.375%	2.5%	62.292%
[illegible] operating rights being retained by assignor	-0-	-0-	11.458%
[illegible] royalty interest being reserved by assignor	None	None	None
[illegible] royalty previously reserved or conveyed, if any	6.73182%	7.08125%	7.08125%

[illegible] payments out of production have previously been created out of this interest, or if any such payments are being reserved under this [illegible] or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as [illegible] 43 CFR 3106.

[illegible] the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to [illegible] or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of [illegible] shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

[illegible] the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

[illegible] day of [illegible], 19[illegible]

(Assignor's Signature)

410 17th Street, Suite 1400
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United [illegible] fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

[illegible] effective _____ By _____
(Authorized Officer)

[illegible]ft/land/sgh

(Title) (Date) D-5708

[illegible] reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accor[illegible] of 43 CFR 3106

578

PART II

SIGNED APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

1. [illegible] CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this [illegible]

2. [illegible] the United States or qualified alien stockholders in a domestic corporation; association of the United States or Territory thereof; or municipalities.

3. [illegible] of majority in the State where the lands to be assigned are located.

4. [illegible] with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

5. [illegible] AGREES That upon approval of this transfer of operating rights and/or operating agreement (sublease) by the [illegible] officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described [illegible] the interest covered by this assignment, including, but not limited to, the obligation to conduct all operations [illegible] household in accordance with the terms and conditions of the lease, to construction 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 [illegible] as may be required by the lessor pursuant to the regulations (43 CFR [illegible]).

6. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's [illegible] and belief and are made in good faith.

Executed this [illegible] day of [illegible], 19[illegible].

(Assignor's signature) (Assignee's address)

(City) (State) (Zip Code)

[illegible] any person knowingly and willfully to make any department or agency of the United States [illegible] 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 [illegible] day of [illegible], 19[illegible], before me, a Notary Public in and for [illegible] County and State, came the above named JEAN [illegible], an individual who is personally known to me to be the identical person whose name is affixed to the above instrument and [illegible] 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]

[illegible] June 25, [illegible]

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

[illegible] required prior to granting a right on public lands or resources.

(4) [illegible] information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

[illegible] NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

[illegible] Paperwork Reduction Act of 1980 ([illegible] 3501 et seq.) requires us to inform you that [illegible] information is being collected pursuant to the law (43 [illegible] 3106-2(c)) [illegible] to create [illegible] of leases [illegible] required to [illegible] a benefit.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Husky Oil Company of Delaware
1122 Lincoln Tower Bldg.
1860 Lincoln St.
Denver, CO 80203

W 37295
(Serial Number)
This lease is subject to the [illegible] Legal [illegible] oil or gas [illegible] authorized officer.

[illegible] and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the [illegible] the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or [illegible] in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: #309 State: Wyoming County: Sublette

T 27 N, R 111 W, 6th Prin Mer, WY

Sec 33: N½

135450

RECORDED March 16 1973 1:22 PM
IN BOOK 62 OF PAGE 522
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

U.S. Geological Survey
lease were not within [illegible]
Structure on date of lease issuance

[illegible] a total of 320.00 acres	Annual Rental . . . . . $ 160.00

[illegible] is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed [illegible] FR 3123.9, and is subject to the provisions of that application and those specified on the reverse side [illegible]

[illegible] date of lease: [illegible] 1972

THE UNITED STATES OF AMERICA

(Signature of Signing Officer)

(Title)

November 27, 1972
(Date)

[illegible] 4214

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

[illegible] 3. Parcel Number 309

W 37295 4. State WYOMING

[illegible] offer a lease for oil and gas all or any portion of the above-identified [illegible] may be available for noncompetitive leasing, and certifies that the: [illegible] citizen of the United States, an association of such citizens, a partnership [illegible] organized under the laws of the United States or any State thereof, or [illegible] under the laws of such State; (2) applicant's interests in oil [illegible] and gas do not exceed the limitation provided by the [illegible] February 25, 1920, as amended; and (3) applicant is the sole party [illegible] the lease of record, or if not the sole party in interest, that [illegible] of all other interested parties are set forth on the reverse hereof. [illegible] that the successful drawing of this card will bind him to a lease, [illegible] 1178 or 1180-3 (FR 1195), and to the extent applicable, the stipu[illegible] 43 CFR 3102.2 for the described parcel or any portion thereof if [illegible] by the Bureau of Land Management as a result of this drawing.

Sept. 20, 1972
(Signature of Applicant) (Date)

[illegible] 1122 LINCOLN TOWER BUILDING
[illegible] 1860 LINCOLN STREET
[illegible] DENVER, COLORADO 80203
(Address and zip code)

[illegible] EACH

579

INSTRUMENT OF CONVEYANCE, ASSIGNMENT AND TRANSFER

STATE OF WYOMING

THIS INSTRUMENT OF CONVEYANCE, ASSIGNMENT AND TRANSFER, effective as of July 10, 1982, from Marathon Petroleum Company, an Ohio corporation (formerly known as Marathon Oil Company and hereinafter called "GRANTOR"), to Marathon Oil Company, an Ohio corporation, having its main office at 539 South Main Street, Findlay, Ohio (formerly known as USS Holdings Company and hereinafter called "GRANTEE").

W I T N E S S E T H:

WHEREAS, on May 6, 1982, GRANTOR's Board of Directors adopted a Plan of Partial Liquidation pursuant to Sections 331, 336 and 346 of the Internal Revenue Code of 1954, as amended, providing for the distribution of its United States oil and gas exploration and production business and properties, together with certain other assets of GRANTOR, to GRANTEE, the sole shareholder and parent corporation of GRANTOR; and

WHEREAS, pursuant to such Plan of Partial Liquidation, GRANTOR, on July 10, 1982 and effective at the close of business on that day, granted, conveyed, assigned, transferred, set over and delivered to GRANTEE all of GRANTOR's United States exploration and production properties and certain other of its assets, including, but not limited to, the herein conveyed property and interests located in the State of Wyoming; and

WHEREAS, GRANTOR and GRANTEE desire to place of record in the various counties in the State of Wyoming a conveyance which describes only the properties lying within the State of Wyoming.

NOW, THEREFORE, GRANTOR, for valuable consideration, has GRANTED, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER AND DELIVERED, and by these presents, does hereby GRANT, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto GRANTEE, and unto its successors and assigns forever:

135177

RECORDED March 12 1983 10:00 AM
IN BOOK 67 Page PAGE 581
FEES $10.00 Larry Gale COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Kelsey

All of GRANTOR's right, title and interest in and to all real property, leaseholds and other interests in real property, including all facilities, equipment and other equipment located thereon, owned by GRANTOR and located in the State of Wyoming. Without limiting the generality of the foregoing, the properties granted, conveyed, assigned, transferred, set over and delivered hereby include, but are not limited to, all oil leases, gas leases, oil and gas leases, oil, gas and hydrocarbon leases, oil, gas and mineral leases, surface leases, all leasehold estates created by such leases and all rights and interests in such leases together with all water rights, rights-of-way, easements, permits and licenses relating thereto; all oil shale, oil, gas and other unrefined hydrocarbons in place and related claims, rights and interests; all minerals and other substances produced in association with unrefined hydrocarbons and oil shale; all royalty, overriding royalty, production payments, carried, working and net profit interests and all other interests payable out of or on account of oil, gas, or other unrefined hydrocarbon production; gas plants, liquefied natural gas facilities, offshore platforms and fixtures, oil wells, gas wells, injection wells and disposal wells; all other plants and facilities, water wells, buildings, warehouses, dwelling houses and other structures used in or related to the exploration for or production of unrefined hydrocarbons.

It is the intention of GRANTOR by this instrument to grant, convey, assign, transfer, set over and deliver unto GRANTOR, by these presents, [illegible] grant, convey, assign, [illegible]fer, set over and deliver all [illegible]ties of GRANTOR, wherever situated in the State of Wyoming [illegible] are being used, operated, managed or administered by [illegible]NTOR, on the effective date of this instrument, for or in connection with the exploration or production of oil [illegible]as, including the property and improvements ther[illegible]wned by GRANTOR. GRANTOR hereby covenants and agrees to an[illegible] GRANTEE, its successor[illegible] and assigns, so

long as GRANTOR is authorized by applicable law so to do, to execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to assure to GRANTEE, its successors or assigns, all the respective properties, property interests and rights hereby granted, conveyed, assigned, transferred, set over and delivered, or intended so to be.

TO HAVE AND TO HOLD all and singular the properties, interests and rights hereby granted, conveyed, assigned, transferred, set over and delivered unto GRANTEE, its successors and assigns, forever.

This instrument of Conveyance, Assignment and Transfer is made with full substitution and subrogation of GRANTEE in and to all covenants and warranties by others heretofore given or made in respect of said properties and interests or any part thereof. However, GRANTOR has not and does not make any express or implied warranties of title with respect to the properties and interests herein granted, conveyed, assigned, transferred, set over and delivered.

This Instrument of Conveyance, Assignment and Transfer may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, and all such counterparts shall together constitute but one and the same Instrument.

IN WITNESS WHEREOF, the GRANTOR has caused this Instrument of Conveyance, Assignment and Transfer to be duly executed effective as of the 10th day of July, 1982.

MARATHON PETROLEUM COMPANY,
Grantor

ATTEST:

By _____ Secretary

By _____ Vice President

Delivery Acknowledged:

MARATHON OIL COMPANY, Grantee

ATTEST:

By _____ Assistant Secretary

By _____ Vice President

STATE OF OHIO)
:ss
County of Hancock)

The foregoing instrument was acknowledged before me this 7 day of [illegible], 1983, by Rex D. Cooley and J. F. Brucklacher, as Vice President and xxx Secretary, respectively, of MARATHON PETROLEUM COMPANY.

WITNESS my hand and official seal.

Steven R. Searry
Notary Public

My Commission Expires:

STEVEN R. SEARRY, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

[redacted] Company

(3120-19)
CO 80150

UN[redacted]TES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Morris Shaler
Valley Bank Center, Suite 1438
Phoenix, AZ 85073

W 59770
(Serial Number)

and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the ns of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

included in the lease: State: Wyoming County: Sublette

T 36 N, R 110 W, 6th Prin Mer
Sec 17: All
18: Lots 1, 2, E½, E½NW¼
19: E½W½
29: W½NW¼, N½SW¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on AUG 5 1977

ning a total of 1423.37 acres | Annual Rental . . . . . $ 1424.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: SEP 1 1977

THE UNITED STATES OF AMERICA

156179

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

March 21 1983 8:00 AM
G.T. Cox PAGE 585
[signature] COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Blume

AUG 10 1977
(Date)

WY 2294
5831

FOR CLAIMANT

586

LEASE TERMS

[illegible] of lease. The lessee is granted the privilege to drill [illegible] extract [illegible] the oil and gas deposits except helium [illegible], together with the right to construct and [illegible] on, all works, buildings, plants, waterworks, roads or telephone lines, pipelines, reservoirs, tanks, pumping [illegible] or other structures necessary to the full enjoyment [illegible] a period of 10 years, and so long thereafter as [illegible] produced in paying quantities; subject to any unit agreement [illegible] or hereafter approved by the Secretary of the Interior [illegible] provisions of said agreement to govern the lands [illegible] where inconsistent with the terms of this lease. [illegible] lessee agrees:

[illegible] To file any bond required by this lease and regulations and until such bond is filed not to enter [illegible] this lease. (2) To maintain any bond furnished as a condition for the issuance of this lease. (3) [illegible] a sum double the amount of $2 per acre and not less than $1,000 nor more than $10,000, [illegible] of any part of the leased land within the structure of a producing oil or gas field. (4) [illegible] beginning of drilling operations and [illegible] thereafter as required by the lessor a bond in [illegible] $10,000 with approved corporate surety, or [illegible] States bonds as surety therefor, conditioned [illegible] with the terms of this lease, unless a bond in [illegible] already being maintained or unless such a bond [illegible] operator of the lease is accepted. (5) Until a [illegible] is filed to furnish and maintain a bond in [illegible] less than $1,000 in those cases in which [illegible] law for the protection of the owners of [illegible] of any of the bonds described herein. The [illegible] other bond as the regulations may permit.

[illegible] *unit plan.*—Within 30 days of demand [illegible] land is committed to an approved unit or cooperative plan is terminated prior to the expiration [illegible] days of demand made thereafter, to subscribe [illegible] under such reasonable cooperative or [illegible] development and operation of the area, field [illegible] thereof, embracing the lands included herein as [illegible] Interior may then determine to be practicable [illegible] advisable, which plan shall adequately protect [illegible] parties in interest, including the United States. [illegible] To drill and produce all wells necessary [illegible] from drainage by wells on lands [illegible] or lands of the United States leased [illegible] as to which the royalties and rentals [illegible] than are those of this lease; or [illegible] drilling and production, with the consent [illegible] Geological Survey, to compensate the [illegible] for the estimated loss of royalty through [illegible] in the amount determined by said Director; (2) at [illegible] lessee, to drill and produce other wells in [illegible] with any system of well spacing or production allotment [illegible] area in which the leased lands are situated [illegible] and sanctioned by applicable law or by [illegible] Interior, and (3) promptly after due notice [illegible] produce such other wells as the Secretary [illegible] reasonably require in order that the lessee [illegible] properly and fully developed and produced [illegible] operating practice.

[illegible] *royalties.*—(1) To pay rentals and [illegible] of production removed or sold from [illegible] follows:

[illegible] the lessor in advance an annual rental [illegible]

(a) [illegible] wholly outside [illegible] known geologic structure of a producing oil or gas field: [illegible] for each lease year a [illegible] 50 cents per acre or fraction of an acre.

(b) [illegible] are wholly or partly within the known geologic structure of a producing oil or gas field: [illegible] beginning with the first lease year after 30 days [illegible] that all or part of the land is included [illegible] a structure and for each year thereafter [illegible] to a discovery of oil or gas on the land [illegible] $2 per acre or fraction of an acre [illegible] lease is committed to an approved cooperative or unit plan which includes a well capable [illegible] producing oil or gas and contains a general [illegible] for allocation of production, the rental [illegible] for the respective lease years in subparagraph (a) of this section, shall apply to [illegible] not within a participating area.

[illegible] Commencing with the lease year beginning [illegible] discovery on the leased land, to pay the lessor [illegible] minimum royalty of $1 per acre or fraction [illegible] of each lease year, or the difference [illegible] royalty paid during the year if less than [illegible] prescribed minimum royalty of $1 per acre [illegible] lease is unitized, the minimum royalty shall be payable [illegible] the participating acreage and rental shall be payable [illegible] participating acreage as provided in subparagraph [illegible]

[illegible] —(1) To pay the lessor 12½ percent [illegible] production removed or sold from the leased lands [illegible] in accordance with the Oil and Gas Operating Regulations [illegible]

[illegible] agreed that the Secretary of the Interior [illegible] reasonable minimum values for purposes of computing royalty on all oil, gas, natural gasoline, and other products [illegible] from gas, due consideration being given to the highest price paid for a part or for a majority of production [illegible] field, to the price received by the lessee [illegible] and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

[illegible] 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. Where [illegible] production such royalty products shall be delivered in merchantable condition on the premises where produced without cost to the lessor, unless otherwise agreed to by the parties [illegible] and in such tanks provided by the lessee [illegible] 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 [illegible] loss or destruction of royalty oil or other products [illegible] which he has no control. [illegible] royalties may be waived, suspended or reduced [illegible] on the entire leasehold or any portion [illegible] royalty purposes may be reduced if the Secretary finds that for the purpose of encouraging the ultimate recovery of oil or gas and in the interest of conservation of natural resources it is necessary [illegible] in order to promote development, or [illegible] be successfully operated under the lease [illegible]

[illegible] unless otherwise directed by the Secretary [illegible] rental, royalty, or other payments to [illegible] the Bureau of Land Management at [illegible] regulation 43 CFR 3102.2. If the leased lands capable of producing oil or gas in [illegible] failure to pay rental on or before the [illegible] automatically terminate the lease by operation [illegible] the time for payment falls on a day [illegible] to receive payment is closed, payment shall be made on the next official working day.

[illegible] *records.*—To file with the [illegible] of the Geological Survey not later than [illegible] date thereof any contract or evidence of [illegible] for the sale or disposal of oil, gas, natural gasoline, [illegible] products of the leased land: *Provided*, That [illegible] contract or other arrangement shall be contrary to any of the provisions of this lease, including [illegible] provisions relating to gas waste, taking royalty, [illegible] method of computing royalties due as based [illegible] and in accordance with the Oil and Gas Operating Regulations [illegible]

[illegible] *and reports.*—At such time [illegible] as the lessor may prescribe, to furnish [illegible] statements showing the amounts and quality of all [illegible] and costs.

[illegible] *well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages; freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline, or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a line 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 [illegible]

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with the statutory requirements and regulations thereunder, if the land 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 terms and 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 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 reservation for which it was reserved or segregated, or in accordance with the use of the land for the purpose for which it was segregated, the latter shall be regarded as the dominant estate, except as provided herein or separately stipulated.

[illegible] *of [illegible] mineral resources, and improvements.*—The lessee agrees to take such reasonable steps as may be required to prevent operations on the leased lands from unnecessarily causing or contributing to soil erosion or damage to crops, including forage, and timber growth thereon or on other non-Federal lands in the vicinity; (2) polluting air or water; (3) damaging improvements owned by the United States or parties; or (4) destroying, damaging or removing fossils, prehistoric ruins, or artifacts and upon any partial or complete relinquishment of the lease, or termination of the lease, to clean up and remove all equipment and other accessories, remove or cover all debris, and [illegible] reasonably possible, restore the surface of the leased lands [illegible] roads to their former condition, including the removal of structures as and if required. The lessor will determine 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 such 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, at a 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 initial period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, this lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at 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 [illegible]

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 2359
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)

587

No occupancy or other surface disturbance will be allowed within 500 feet of Marsh Creek; New Fork River . This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

No drilling or storage facilities will be allowed within 500 feet of live water located in NE¼ Sec 17 . This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

[redacted] Company [redacted] [redacted]

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CO 00150

Form 3120-13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number W - 59770

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease 9-1-77

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

JAMES R. PICKETT
P. O. BOX 268
Phoenix, Arizona 85001

RECORDED March 21 1983 8:00 A.M.
IN BOOK 67 Ops PAGE 589
FEES $6.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McBride

the record title interest in and to such lease as specified below.

1 Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T 36 N, R 110 W, 6th Prin. Mer.
Section 17: All
Section 18: Lots 1, 2, E/2, E/2 NW/4
Section 19: E/2 W/2
Section 29: W/2 NW/4, N/2 SW/4

containing 1423.37 acres, located in SUBLETTE COUNTY, WYOMING.

195430

2 What interest was held by the assignor in above-described lands prior to this assignment? 100%

3 What interest is being conveyed to assignee? 100%

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of September, 1977

(Assignor's Signature)

(Maurice Shaler)

(Phyllis Shaler) His Wife

Valley Bank Center, Suite 1688
(Assignor's Address)

Phoenix, Arizona 85073

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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:

SEE LAND DESCRIPTION AS ITEM 1

Assignment approved effective OCT 1977

Date approved JAN 5 1978

Time extended under 43 CFR 3128.4 ing

By [signature]
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

This form may be reproduced provided copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3100.2

FOR CLAIMANT

590

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignor hereby requests approval of assignment

1. a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [X] No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the instructions)*

3. Is the filing fee of 25.00 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-18, and contains all of the provisions thereof as of the date of filing of this assignment.

I HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 16 day of September, 19 77

James R. Pickett
(Assignee's Signature)

(James R. Pickett)
P. O. Box 268
Phoenix, Arizona 85001
(Address)

ACKNOWLEDGMENT
(INDIVIDUAL)

STATE OF ARIZONA
County of MARICOPA } ss.

On this 5 day of September, 1977 before me personally appeared MARETS SHALER and his wife, MILLIE SHALER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this the day and year first above written.

Notary Public
Maricopa County, Arizona

My commission expires Jan 27 1978

association (including a partnership) the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having [illegible] outside the United States. If 10 percent or [illegible] stock of any [illegible] owned or controlled by [illegible] of any one stockholder, a separate showing [illegible] and background must be furnished. Where [illegible] corporation's citizenship and stock ownership have been furnished, reference by serial number to which it has been filed [illegible] statement as to any amendments, will [illegible]. With respect to amount, method of [illegible]ment, and other pertinent terms.

5. *Effect of assignment.* [illegible] on approval of the assignment, the assignee becomes [illegible] lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided [illegible] the regulations 43 CFR 3128.5. Oil and gas leases [illegible] governed by the regulations 43 CFR 3100 and 3128, [illegible] Sections 3128.1–6 relate to assignments of such [illegible] or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 847-999

[redacted] Company [redacted] [redacted] [redacted]

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Form 3120-13 (December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W - 59770

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease 9-1-77

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

RESERVE OIL, INC.
P. O. Box 17609 T.A/
Denver, Colorado 80217

FILED March 21 1983 8:00 AM
BOOK 67 Oil PAGE 591
FEES $6.00 Doris J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T 36 N, R 110 W, 6th Prin, Mer.
Section 17: All
Section 18: Lots 1, 2, E/2, E/2 NW/4
Section 19: E/2 W/2
Section 29: W/2 NW/4, N/2 SW/4

containing 1423.37 acres, located in
SUBLETTE COUNTY, WYOMING

195431

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

Five Percent (5%) Overriding Royalty

4b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15 day of December, 19 77

James R. Pickett
(Assignor's Signature) (James R. Pickett)

P. O. Box 268
(Assignor's Address)

Phoenix, Arizona 85001

(Colleen Pickett) His 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 as to the lands described below:

AND DESCRIPTION AS ITEM 2

Assignment approved effective JAN 1 1978

Date approved FEB 8 1978

By Alma M. Lane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

*Time extended under 43 CFR 3128.5 to and including

*Copies may be reproduced provided the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

WY 2294 07-1200 591

FOR CLAIMANT

592

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*
A Delaware Corporation, for corporate qualifications see C-124330

c. If a corporation, attach qualifications or if already on file, give serial number of case file C-124330

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in item 3 of the Instructions)*

3. Is the filing fee of $25.00 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 00,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of Form 3126-13, and contains all of the provisions thereof as of the date of filing of this assignment.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 20th day of December, 1977

Evidence of authority of Attorney in fact filed in W 5943

The authority is still in effect

The undersigned certifies that he does not [illegible] in the Assignment if approved, [illegible] with any other person [illegible] an interest in the Assignment of [illegible] to the best of my knowledge.

RESERVE OIL, INC.

(Assignee's Signature)

Peter Bosche, Attorney-in-Fact

P. O. Box 17603 T.A., Denver, Colorado 80217

(Address)

ACKNOWLEDGMENT

(INDIVIDUAL)

STATE OF ARIZONA
County of Maricopa } ss.

On this 15th day of December, 1977 before me personally appeared James R. Pickett and Colleen Pickett, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on the day and year first above written.

Notary Public

Maricopa County, Arizona

My commission expires 1/15/81

[illegible] United States. If assignee is an unincorporated association (including a partnership), the assignment [illegible]

tion are reserved by the assignor, outline in detail the amount, method of payment, [illegible]

If Assignee should at [illegible] time desire to surrender the lease to the United States as to all or any portion of the above described lands, Assignee shall tender to Assignor a reassignment of the lease as to the lands sought to be surrendered at least forty-five (45) days prior to (a) the time for the payment of the next annual rental under the lease or any extension or renewal thereof or (b) the expiration of the lease if it may be extended or renewed other than by drilling operations. If Assignor shall fail to accept the reassignment within ten (10) days from the date it is tendered, Assignee shall be free to surrender the lease as to such land. If the reassignment is accepted by Assignor, Assignor shall hold and protect Assignee from all rentals and liability of whatsoever character subsequently accruing with respect to the land covered by the reassignment. Failure to tender the reassignment shall render Assignee liable if Assignor has reserved herein an interest in production. Assignee's liability shall be the fair market value of the reserved interest at the time the reassignment is due, but shall not exceed the cash consideration paid for this Assignment.

[redacted] mpany [redacted] [redacted]

O 80150

(1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
WYOMING 59770

Lease effective date
September 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

JANE E. CHORNEY

Address (include zip code)
6 Polo Club Drive
Denver, CO 80209

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 36 North, Range 110 West, 6th P.M.
Section17: All
Section 18: Lots 1,2, E½, E½NW¼
Section 19: E½W½
Section 29: W½NW¼, N½SW¼

Containing **1423.37 acres, m/l**
Sublette County, Wyoming

Assignment approved as to lands described below

195482

SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 21 1983 8:00 AM
IN BOOK 67 Oil PAGE 593
FEES $6.00 Lana J Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**ALL**
4. Specify interest or percent of record title interest being retained by assignor, if any	**NONE**
5. Specify overriding royalty being reserved by assignor	**NONE**
6. Specify overriding royalty previously reserved or conveyed, if any	**5%**

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I Certify That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **28th** day of **April**, 1982.

(Assignor's Signature)

401 Lincoln Tower Building
(Assignor's Address)

Jane E. Chorney

Denver, CO 80295
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 JUN 1 1982

By Alonza W. Jones
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 18 1982
(Date)

40096

WY 2294 373

FOR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
   Assignee is a citizen of the United States
2. 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 _____.
3. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   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 12th day of May, 19 82

Jane E Cherney
(Assignee's Signature)
Jane E. Cherney

6 Polo Club Drive
(Assignee's Address)
Denver, CO 80209
(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.

INSTRUCTIONS

1. *Use* — 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. *Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $50.00 nonrefundable filing fee must accompany the assignment. File assignment within ninety (90) days *after* its final execution.

3. *Effective Date of Assignment* — An assignment, if approved, becomes effective on the first day of the month following the filing of all required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3106). If land is needed [illegible] must be furnished with approval of the assignment.

4. *Interest of Assignee* — 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)

COUNTY OF DENVER

The foregoing instrument was acknowledged before me by Jeffrey Cherney

this 28th day of April, 1982.

Witness my hand and official seal.

My commission expires [illegible]

[illegible]
Notary Public

[illegible] may be rejected.

Miller Cree[redacted]ect
04-007-001
Sublette County, Wyoming

UNITED STA[illegible]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-54829

Lease effective date
6-1-76

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignor's Name

See Exhibit "A" attached hereto and made a part hereof

Address (Assignor)

See Exhibit "A" attached hereto and made a part hereof

The undersigned owner of 25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, [illegible] to assignee shown above, the operating rights in such lease as specified below.

[illegible] this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.2-4)

Township 29 North, Range 112 West
Section 9: SE/4SW/4

containing 40 acres, more or less

Sublette County, Wyoming

RECORDED March 21 1982 8:00 AM
BOOK 67 Rec PAGE 595
6.25 Lois J Yeh COUNTY CLERK
[illegible] PAGE, WYOMING
Dorothy M Elmi

[illegible] or percent of operating rights being conveyed to assignee	20.00%
[illegible] percent of operating rights being retained by assignor	5.00%
[illegible] royalty interest being reserved by assignor	None
[illegible] royalty previously reserved or conveyed, if any	5.00%

[illegible] 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 [illegible]

[illegible] the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to [illegible] payments out of production previously created and to the royalty payable to the United States, aggregate in excess of [illegible] will be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

[illegible] statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

[illegible] March, 19 82

[illegible] (Signature)
[illegible] Luff

1580 Lincoln Street, Suite 880
(Assignor's Address)

Denver Colorado 80203
(City) (State) (Zip Code)

Title 18, [illegible] Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignee [illegible] of

By
(Authorized Officer)

(Title) (Date)

[illegible] reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

595

EXHIBIT "A"

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights dated March 17, 1983, in and to U.S.A. Lease, Serial No. W-54829

Assignees	Percent of Operating Rights Assigned
Santa Fe Minerals, a Division of Santa Fe International Corporation 3131 Turtle Creek Boulevard Suite 100 Dallas, Texas 75219	15.00%
Ronan, Inc. P.O. Box 2536 Billings, Montana 59103	5.00%

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of March, 1983, by KENNETH D. LUFF.

Witness my hand and official seal.

My Commission Expires:
2-4-87

Notary Public
1580 Lincoln Street, Suite 850
Denver, Colorado 80203

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-53388

Lease effective date
February 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
AMOCO PRODUCTION COMPANY
Amoco Building

Address (include zip code)
17th and Broadway
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
Without warranty of title,,
either express or implied.
Township 32 North, Range 113 West, 6th P.M.
Section 30: Lots 1, 2, 3, 4, E½W½

Containing 321.83 acres, more or less

SUBLETTE COUNTY, WYOMING

SEE ATTACHED RIDER

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2
195489

RECORDED March 21 1983 1:00 PM
IN BOOK 67 Ovt PAGE 597
FEES $8.00 Lou J. Yde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
L. Dawtz, 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	6¼% of 100%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I Certify That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of October, 19 82

J. D. Mohrle
(Assignor's Signature)

10 Meadowview Lane
(Assignor's Address)

Littleton, Colorado 80121
(City) (State) (Zip Code)

THE UNITED STATES OF AMERICA

Assignment approved effective FEB 01 1983

By Alma M. Jones
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 09 1983
FOR ASSIGNEE

COPY

635 C1

577

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
[illegible] citizen of the United States.

2. Assignee is [illegible] 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 _____.

3. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in 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 December, 1982.

AMOCO PRODUCTION COMPANY

(Assignee's Signature)

ATTEST: [illegible]

Amoco Production Company
Amoco Building
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

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.

STATE OF COLORADO)
) ss
COUNTY OF [illegible])

On this 21 day of December, 1982, before me personally appeared John D. Mohrle, to me known, to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal this 10th day of December, 1982.

NOTARY PUBLIC
1820 Lincoln Ave
Denver, CO

My Commission Expires 6-2-85

[illegible] a photostatic copy of this assignment may be substituted.

If the Assignee herein, its successors or assigns, elects to surrender this lease or intends to [illegible] to terminate by non-payment of rental, as to all or any part of the lands covered hereby, he will so advise the herein Assignor in writing at least sixty (60) days before the next rental date. If the Assignor elects in writing or by telegram within thirty (30) days after receipt of such advice to receive assignment of the lease, or the portion thereof which the Assignee proposes to surrender, the Assignee shall promptly deliver such assignment in proper form to the Assignor, free and clear of all encumbrances created by or through the Assignee.

W Y O M I N G

When recorded return to
AMOCO PRODUCTION COMPANY
Amoco Building
Denver, Colorado 80202

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Cloud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 23rd day of December 19 82.

WITNESS my hand and official seal.

NOTARY PUBLIC

My commission expires:

March 17, 1986

Notary Public

Amoco Building
Denver, Colorado 80202

600

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ Obie P. Leonard, Jr., P. O. Box 1718, Fort Worth, Texas 76101, assignor, being lessee, ~~lessees~~, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-85625, and covering land situate in Sublette County, ~~Counties~~ described as follows:

Twp. 30 North, Rge. 107 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 Amoco Production Company (USA), Amoco Building, 1670 Broadway, of Denver, Colorado 80202, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Twp. 30 North, Rge. 107 West, 6th PM
Section 16: All

and containing 640 acres, more or less, reserving, however, unto assignor Five Percent of Eight-Eighths (5% X 8/8) Overriding Royalty Interest

TO HAVE AND TO HOLD unto said Amoco Production Company (USA), 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 7th day of February, 1983

~~WITNESS~~

Obie P. Leonard, Jr.
Assignor-Lessee

~~By~~

~~Witness~~

~~Witness~~

(SEAL)

~~Secretary~~

ACKNOWLEDGEMENT (For use by Individual)

State of Texas
County of Tarrant } ss.

On this 7th day of February, A. D. 1983, before me personally appeared Obie P. Leonard, 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 7 day of February, A. D. 1983

(SEAL)

Notary Public

My commission expires

195490

RECORDED March 1 1:00 P.M.
BOOK 67 Ovr PAGE 600
Mae Laing Yurk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKee

ASSIGNMENT AND CONVEYANCE

This Assignment and Conveyance made and entered into as of December 15, 1982, by and between ENERGY RESERVES GROUP, INC., a Delaware corportion, with an office and place of business at 1801 Broadway, Denver, Colorado 80202 hereinafter sometimes called "Grantor" and Belco Petroleum Corporation, a Delaware corportion, having an office and place of business at 10000 Old Katy Road, Houston, Texas 77055 sometimes called "Grantee".

WITNESSETH:

That the said Grantor, effective as of October 1, 1982, at 7:00 A.M., M.D.T., hereinafter referred to as the "effective date", for and in consideration of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, grant, bargain, sell, convey, set over and deliver unto the said Grantee the following described and referred to properties and interests which are together hereinafter sometimes referred to as the "Subject Interests":

All of Grantor's right, title and interest in and to:

1. All of those properties, rights and interest described on Exhibit "A", attached hereto and made a part hereof for all purposes, together with all operating rights as to the oil, gas and mineral leases described on Exhibit "A";

2. Together with all units associated with the oil, gas and mineral leases noted on said Exhibit and all personal property, improvements, moveables, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development, maintenance or operation of the properties, rights and interests described in No. 1 hereinabove or the production, treating, storing or transportation of the oil, gas or other minerals produced from such leases, including, but not by way of limitation, wells tanks, boilers, buildings, fixtures, machinery and other equipment, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development, maintenance or operation of the properties, rights and interests described in No. 1 hereinabove or the production, treating, storing or transporation of oil, gas or other minerals produced from the properties, rights and interests described in No. 1 hereinabove.

This Assignment and Conveyance does not cover the sale and conveyance of any gas purchase pipelines, gas purchase facilities or gas purchase contracts.

This Assignment and Conveyance is made and accepted subject to the following terms and conditions:

1. Grantor hereby warrants title to the real properties described in Exhibit "A" against the claims of any and all persons lawfully claiming by, through or under Grantor and to no further extent. However, pursuant to this Assignment and Conveyance, Grantee shall be fully subrogated to the rights of Grantor under warranties of title made by others.

2. The personal property, improvements and moveables included in Subject Interests are conveyed without any warranties, expressed or implied, as to quality, merchantability or fitness for the use or for a particular purpose. Additionally, such items are conveyed "as is" or "where is".

3. Grantee agrees to indemnify and hold Grantor harmless from any and all claims, attorneys' fees, demands, costs, causes of action, suits, fines damages, rulings, and judgments accruing on and after the effective date and based on or in any way related to the use, operations, installation, removal or maintenance of the personal property, improvements and moveables included in the Subject Interests.

See Instrument in 58 Misc. Rec 665

4. This Assignment and Conveyance is made subject to all of the terms, conditions and convenants enunciated in that certain Sales Agreement between Grantor, therein called [illegible], and Grantee, therein called "Buyer", covering the Subject Interests and dated November 15, 1982. However, any conflict in written language between this instrument and said Sales Agreement shall be resolved in favor of said Sales Agreement.

5. All oil, liquids and gas produced and saved from the Subject Interests as of 7:00 A.M., M.D.T., October 1, 1982, belong to Grantor. All oil, liquids and gas produced and saved from the Subject Interests after such date and time belong to Grantee and are hereby conveyed by Grantor to Grantee.

6. Grantee shall fully comply with all terms, covenants and conditions of oil, gas and mineral leases included in the Subject Interests and all related documentation agrees to indemnify and hold Grantor harmless from all claims, demands, fines, attorneys' fees, judgments, and damages accruing on and after the effective date and resulting from Grantee's failure to so comply.

7. Grantee hereby agrees to indemnify and hold harmless Grantor from all attorneys' fees, costs, fines, damages, claims, judgements, and losses, accruing after said effective date, and resulting from, arising out of or associated with Grantee's act or omissions as to the Subject Interest or any part thereof.

8. This Assignment and Conveyance is made specifically subject to any and all conveyances, reservations and encumbrances filed of record as of the effective date of this Assignment, even though such conveyances, reservations and encumbrances are not specifically recited herein, to any gas purchase contracts currently in force as to the Subject Interests, if any, and all non-consent elections by Grantor or its predecessors in interest.

9. This instrument shall be considered as a bill of sale as to the items of personal property, improvements and moveables conveyed hereby.

TO HAVE AND TO HOLD the subject Interest together with the conveyed appurtenances unto the said Grantee, its sucessors and assigns forever, according to the hereinabove noted terms, conditions and covenants.

This Assignment and Conveyance extends to and binds the parties hereto, their successors and assigns.

IN WITNESS THEREOF, the Grantor hereto has caused this Assignment and Conveyance to be executed in duplicate originals on the date first above written, but effective as of October 1, 1982.

ENERGY RESERVES GROUP, INC.

BERNARD [illegible]RTH, Attorney-in-Fact

BELCO PETROLEUM CORPORATION

J. M. Oswald, Sr. Vice Pres.

IN WITNESS WHEREOF, this instrument is executed this 15th day of December, 1982

STATE OF ~~COLORADO~~ TEXAS)
HARRIS) ss.
COUNTY OF ~~DENVER~~)

The foregoing instrument was acknowledged before me by Bernard A. Wirth as Attorney-in-Fact of Energy Reserves Group, Inc.

This 15th day of December, 1982.

WITNESS my hand and official seal.

My Commission Expires:

5/31/82

Rebecca W. Yarbrough
Notary Public Rebecca W. Yarbrough

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by J. M. Oswald as Sr. Vice Pres. of Petroleum Corporation.

This 15th day of December, 19 82.

WITNESS my hand and official seal.

My Commission Expires:

5/31/82

Rebecca W. Yarbrough
Notary Public Rebecca W. Yarbrough

Attached to and made a part of that certain EXHIBIT "A" Assignment & Conveyance effective October 1, 1982 between Energy Reserves Group, Inc. and Belco Petroleum Corporation.

STATE: Wyoming
COUNTY: Sublette and Lincoln
PROSPECT: Pan Am

LEASE SCHEDULE

LEASE NO.	LESSOR	LEASE DATE & TERM	BASIC RI	ORRI BURDEN	DESCRIPTION	GROSS ACRES	ERG'S NET ACRES
W-486 BPC #1200-029	U.S.A. (EV-07798-E)	9-1-64 HBP	12.5%	3.0%	T-26-N, R-113-W [illegible] 4 Sec. 2: Lot 4 from the surface to the base of the Mesaverde Formation only.	41.30	20.[illegible]
W-487 BPC #1200-035	State of Wyoming (0-11134)	[illegible] HBP	12.5%	-0-	T-[illegible]-N, R-113-W 4 Lot 3: N½NE¼NE¼, SW¼NE¼NE¼, S½NW¼NE¼, NE¼NW¼NE¼, NW¼SW¼NE¼, SE¼NE¼NW¼, NE¼SE¼NW¼ of approximately middle 1/3 from the surface to the base of the Mesaverde Formation only	[illegible]	[illegible]
W-488 071,219-000 BPC #1172-006	U.S.A. (8-026216)	6-1-50 HBP	12.5%	3.0%	T-29-N, R-112-W 2 Sec. 32: W½SW¼ as to the "P" Sand Formation only	80.00	[illegible].00
W-489 071,220-000 BPC #1172-004	U.S.A. (W-0189)	2-1-50 HBP	12.5%	3.75%	T-29-N, R-113-W 2 Sec. 25: N½NE¼ as to the "P" Sand Formation only	80.00	42.00
W-490 071,221-000 BPC #1265-010	U.S.A. (W-02683)	10-1-50 HBP	12.5%	3.75%	T-29-N, R-113-W 1 & 2 [illegible], SW¼SE¼ [illegible] and Mesaverde Formations only	[illegible]	[illegible].00
W-491 071,222-000 BPC #1172-003	U.S.A. (W-10678)	10-1-50 HBP	12.5%	3.75%	T-29-N, R-113-W 2 Sec. 25: S½NE¼, N½SE¼, SE¼SE¼ as to the "P" Sand Formation only	200.00	105.[illegible]
W-492 071,223-000 BPC #1265-009	U.S.A. (W-014051)	6-1-52 HBP	12.5%	3.0%	T-28-N, R-113-W 1 & 2 Sec. 2: Lot 8 as to the "P" Sand and Mesaverde Formations only	38.56	20.24
W-493 071,[illegible]-000 BPC #1172-[illegible]	U.S.A. (W-10690)	6-1-52 HBP	12.5%	3.0%	T-28-N, R-113-W 2 Sec. 2: Lot [illegible] as to the "P" Sand Formation only	[illegible]	20.35

604

EXHIBIT "A"

Attached to and made a part of that certain Assignment & Conveyance effective October 1, 1982 between Energy Reserves Group, Inc. and Belco Petroleum Corporation.

STATE: Wyoming
COUNTY: Sublette and Lincoln
PROSPECT: Pan Am

LEASE SCHEDULE

LEASE NO.	LESSOR	LEASE DATE & TERM	BASIC RI	ORRI BURDEN	DESCRIPTION	GROSS ACRES	ERG'S NET ACRES
W-494 071,225-000 BPC #1172-005	U.S.A. (W-014052)	6-1-52 HBP	12.5%	3.0%	T-28-N, R-113-W [2] Sec. 1: Lots 7 and 8 as to the "P" Sand Formation only	79.89	41.94
W-495 071,226-000 BPC #1172-001	U.S.A. (W-0125390)	6-1-50 HBP	12.5%	3.0%	T-29-N, R-112-W [2] Sec. 30: Lots 1, 2, E½NW¼, W½NE¼, SE¼NE¼, S½ Sec. 31: All as to the "P" Sand Formation only	1017.20	534.03
W-496 071,227-000 BPC #1172-002	U.S.A. (W-0125391)	6-1-52 HBP	12.5%	3.0%	T-28-N, R-113-W [2] Sec. 2: Lots 5 and 6 as to the "P" Sand Formation only	78.15	41.03
W-497 071,228-001 BPC #1265-011	U.S.A. (E-013494)	12-31-38 HBP	12.5%	6.0%	T-29-N, R-113-W [1] Sec. 14: SW¼, W½SE¼, S½NW¼, SW¼NE¼ Sec. 23: E½ as to the Mesaverde Formation only	680.00	357.00
W-498 071,229-000 BPC #1265-012	U.S.A. (E-021767)	9-1-50 HBP	12.5%	4.375%	T-29-N, R-113-W [1] Sec. 35: SE¼ as to the Mesaverde Formation only	160.00	84.00
W-499 071,230-000 BPC #1265-006	U.S.A. (E-025930)	8-1-49 HBP	12.5%	3.0%	T-29-N, R-113-W [1] Sec. 23: E½W½ as to the Mesaverde Formation only	160.00	84.00
W-500 071,231-000 BPC #1265-008	U.S.A. (W-01332)	5-1-50 HBP	12.5%	3.0%	T-29-N, R-113-W [1] Sec. 26: SE¼, S½NE¼, SE¼NW¼ as to the Mesaverde Formation only	280.00	147.00

EXHIBIT "A"

Attached to and made a part of that certain Assignment & Conveyance effective 10/1/82 between Energy Reserves Group, Inc. and Belco Petroleum Corporation

STATE: Wyoming
COUNTY: Sublette and Lincoln
PROSPECT: Pan Am

LEASE SCHEDULE

LEASE NO.	LESSOR	LEASE DATE & TERM	BASIC RI	ORRI BURDEN	DESCRIPTION	GROSS ACRES	ERG'S NET ACRES
W-501 071,232-000 BPC #1265-001	U.S.A. (W-07828)	8-1-51 HBP	12.5%	3.0%	T-28-N, R-113-W [1] Sec. 3: Lots 7, 8, S½NW¼, N½SW¼ as to the Mesaverde Formation only	234.37	123.04
W-502 071,233-000 BPC #1265-005	U.S.A. (W-024931-A)	[illegible]-1-48 HBP	[illegible]	1.5%	T-29-N, R-113-W [illegible] Sec. 25: S½NW¼ as to the Mesaverde Formation only	[illegible]	42.00
W-503 071,234-000 BPC #1265-007	U.S.A. (W-031902)	2-1-50 HBP	12.5%	3.75%	T-29-N, R-113-W [1] Sec. 26: N½NE¼, NE¼NW¼ as to the Mesaverde Formation only	120.00	63.00
W-504 071,235-000 BPC #1265-002	U.S.A. (W-0231770)	2-1-50 HBP	12.5%	3.75%	T-29-N, R-113-W [1] Sec. 25: NW¼NW¼ as to the Mesaverde Formation only	40.00	21.[illegible]
W-505 071,236-000 BPC #1265-003	U.S.A. (W-0231771)	10-1-50 HBP	12.5%	3.75%	T-29-N, R-113-W [1] Sec. 25: W½SW¼ as to the Mesaverde Formation only		[illegible]
W-506 071,237-000 BPC #1265-004	U.S.A. (W-0231772)	[illegible] HBP	[illegible]	[illegible]	T-28-N, R-113-W [1] Sec. 2: SW¼NW¼, NW¼SW¼ Sec. 3: Lots 5, 6, S½NE¼, N½SE¼ as to the Mesaverde Formation only	326.07	165.[illegible]
W-507 071,238-000 BPC #1141-017	State of Wyoming (0-11142)	5-16-51 HBP	[illegible]	-0-	T-28-N, R-113-W [5] Sec. 36: E½SW¼, N½, SE¼ from the surface to the base of the Mesaverde Formation only	560.00	112.00

EXHIBIT "A"

Attached to and made a part of that certain Assignment & Conveyance effective 10/1/82 between Energy Reserves Group, Inc. and Belco Petroleum Corporatiom

LEASE SCHEDULE

STATE: Wyoming
COUNTY: Sublette and Lincoln
PROSPECT: Pan Am

LEASE NO.	LESSOR	LEASE DATE & TERM	BASIC RI	ORRI BURDEN	DESCRIPTION	GROSS ACRES	ERG'S NET ACRES
W-512 071,243-000 BPC #1155-005	U.S.A. (E-022931-A)	11-1-47 HBP	12.5%	1.0%	T-27-N, R-112-W [3] Sec. 29: E½SE¼ Sec. 32: NE¼NE¼ from the surface to the base of the Mesaverde Formation only	120.00	15.00
W-513A 071,244-001 BPC #1155-B11	Athol L. Stotts et ux	1-23-56	12.5%	-0-	T-27-N, R-112-W [3] Sec. 29: SE¼NE¼, SW¼NE¼ from the surface to the base of the Mesaverde Formation only	80.00	20.00
[redacted]-513B [redacted]1,244-002 [redacted] #1155-C11	Mary Maxine Delaney, et al	1-23-56	12.5%	-0-	same [3]	80.00	1.85
W-513C 071,244-003 BPC #1155-D11	Florence Vickrey et al	1-23-56	12.5%	-0-	same [3]	80.00	[illegible].77
W-513D 071,244-004 BPC #1155-A11	Kenneth Bartlett	10-29-58 HBP	12.5%	-0-	same [3]	80.00	.37%
W-514 071,245-000 BPC #1200-013	U.S.A. (W-036054)	4-1-56 HBP	12.5%	4.0%	T-27-N, R-113-W [4] Sec. 27: NW¼NE¼ from the surface to the base of the Mesaverde Formation only	40.00	20.00

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment & Conveyance effective October 1, 1982 between Energy Reserves Group, Inc. and Belco Petroleum Corporation.

STATE: Wyoming
COUNTY: Sublette and Lincoln
PROSPECT: Pan Am

LEASE SCHEDULE

LEASE NO.	LESSOR	LEASE DATE & TERM	BASIC RI	ORRI BURDEN	DESCRIPTION	GROSS ACRES	ERG'S NET ACRES
W-515 BPC #1200-007	U.S.A. (W-025407)	5-15-54 HBP	12.5%	3.0%	T-27-N, R-112-W [4] Sec. 30: SW¼SW¼SE¼ from the surface to the base of the Mesaverde Formation only	10.00	2.0
W-516 BPC #1200-002	U.S.A. (W-025407-A)	5-1-54 HBP	12.5%	3.0%	T-27-N, R-112-W [4] Sec. 31: W½NW¼NE¼ from the surface to the base of the Mesaverde Formation only	[illegible]	4.0
W-517 BPC #1200-009	U.S.A. (W-025410-A)	5-1-54 HBP	12.5%	3.0%	T-27-N, R-112-W [4] Sec. 31: Lot 10, E½NE¼NW¼, SE¼NW¼, SW¼NE¼NW¼, NW¼SW¼NE¼, NE¼SW¼, N½SE¼SW¼, S½SE¼SW¼ from the surface to the base of the Mesaverde Formation only	183.20	36.64
W-518 BPC #1200-033	State of Wyoming (0-11141)	5-16-51 HBP	12.5%	-0-	T-27-N, R-113-W [4] Sec. 36: W½SW¼NE¼, NW¼, N½SW¼, NE¼NE¼ from the surface to the base of the Mesaverde Formation only	300.00	60.00
					TOTAL	5330.19	2.

Note:
1 - Big Piney Mesaverde Unit
2 - Big Piney "P" Sand Unit
3 - East LaBarge Unit
4 - Green River Bend Unit
5 - Chimney Butte Unit

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned F.W. Baumgartner
5670 S. Syracuse Circle, #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

of _____,
(hereinafter referred to as Assignee), an overriding royalty 1% of 100% free and clear of all cost and expense of development and operation, in the amount of _____ 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 #W-60596

185495

T 36 N, R 115 W
Section 26: All
Section 27: All
Sublette County, Wyoming
1280.00 Gross/ Net Acres

RECORDED March 21 1983 1:00 P M
IN BOOK 67 Ovr PAGE 602
FEES $4.00 Laird Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shurie

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 16th day of March, 19 83.

F.W. Baumgartner

5670 S. Syracuse Circle #418
~~Englewood, Colorado 80111~~

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 16th day of March, 19 83, by F.W. Baumgartner
Witness my hand and notarial seal.
My commission expires 8/5/86

Jayne Kellner
Notary Public

409

610

Form 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned F.W. Baumgartner 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 Star Exploration, Inc. 5670 S. Syracuse Circle, Suite #418, Englewood, Colorado 80111 of _____ (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 4% of 100% 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 #W-60596

195496

T 36 N, R 115 W
Section 26: All
Section 27: All
Sublette County, Wyoming
1280.00 Gross/Net Acres

RECORDED March 21 1983 1:08 PM
BOOK 67 PAGE 610
Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Thurman

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 gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefiting said lands.

C. 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 16th day of March, 1983.

F.W. Baumgartner
5670 S. Syracuse Circle, #418
Englewood, Colorado 80111

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 16th day of March, 1983 by F.W. Baumgartner.
Witness my hand and notarial seal.
My commission expires _____

Jason Kehoe
Notary Public

Form 3106-14
(November 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

March 21 1983 1:00 P.M.
PAGE 611
Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Thune

RECORDED September 30 1982 10:00 A.M.
IN BOOK 66 O&G PAGE 295
FEES 16.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M. Thune

3. Specify interest or percent of operating rights being conveyed to assignee	23.95824%
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 hereby certify That the 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)

Enclosures: Suit/land/sgh

Note: It is hereby provided that copies are certified reproductions on one sheet of both sides of this official form. 43 CFR 3106

611

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE STATES THAT

[illegible] is over the age of majority

Assignee is a citizen of the United States

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.

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.

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).

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)
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
COUNTY OF DENVER } SS.

On this day of , 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:

Notary Public

My Commission expires June 1984

416 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

ROUTIN
(1) [illegible] dication of the assignee's rights to [illegible] land or [illegible]ces.
[illegible] nentation for public information in sup[illegible] of notations made on land status records for the [illegible]gement, [illegible]posal, and use of public lands and resou[illegible]
[illegible]sfer to appropriate Federal agencies [illegible] concurrence is required prior to granting a right [illegible] 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.

[redacted] [redacted] [redacted]

-5
(1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 30 PM 7:46
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No. W 60620

Lease effective date April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

nee's Name

SEE ATTACHED RIDER

ss (include zip code)

SEE ATTACHED RIDER

rsigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transssigns to the assignee shown above, the record title interest in and to such lease as specified below, in the proportions as specified on the Rider attached hereto

ie the lands affected by this assignment

ip 29 North, Range 114 West, 6th P.M.
n 5: Lot 4
n 6: Lots 1, 2, S½NE¼, SE¼
n 7: E½
n 9: SE¼SE¼
n 17: All
n 18: SE¼ 1459.12 acres

Assignment is subject to that Farmout ent dated April 3, 1979 as amended n Terra Resources, Inc., Barber Oil ation, Inc., Rainbow Resources, Inc., hn J. Christmann

Assignment approved as to lands described below

195512

RECORDED March 22 1983 10:30 AM
IN BOOK 67 Ops PAGE 613
FEES $17.50 Lana J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

interest or percent of assignor's record title interest being conveyed to assignee	70.00%
interest or percent of record title interest being retained by assignor, if any	30.00%
overriding royalty being reserved by assignor	None
overriding royalty previously reserved or conveyed, if any	5.00%

payments out of production have previously been created out of this lease, or if any such payments are being d under this assignment, attach statement giving full details as to amount, method of payment, and other er terms as provided under 43 CFR 3106.

d that the obligation to pay any overriding royalties or payments out of production of oil created herein, n added to overriding royalties or payments out of production previously created and to the royalty payable ed States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per ay averaged on the monthly basis is 15 barrels or less.

That the statements made herein are true, complete, and correct to the best of my knowledge and belief de in good faith.

his 13th day of October, 1981.

SEE ATTACHED RIDER

(Assignor's Signature) (Assignor's Address)

(City) (State) (Zip Code)

Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the ny false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

pproved effective DEC 1 1982

By Alma M. Jane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 14 1983
(Date)

reater LaBarge Prospect

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FOR ASSIGNEE

614

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

Assignee is over the age of majority

Assignee is a citizen of the United States.

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 _____.

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.

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).

A filing fee of $25.00 is attached.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY and RAINBOW RESOURCES, INC., this 13th day of October, 1981.

NOTARY PUBLIC

My Commission expires 7/21/84

Mary E. Walther
Mary E. Walther, Notary Public
State of Colorado
3025 S. Parker Road, #600
Aurora, CO 80014

RIDER

WILLIAMS EXPLORATION COMPANY
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

RAINBOW RESOURCES, INC.
3025 South Parker Road, Suite 601
Aurora, Colorado 80014

Joe Gill, Attorney-in-Fact

RIDER ATTACHED TO ASSIGNMENT DATED OCTOBER 13, 1981 of LEASE NO. W-60620.

American Quasar Petroleum Co. of New Mexico 700 United Bank Tower 700 Broadway Denver, Colorado 80290		15.8[illegible]%
[illegible] Petroleum Co. P.O. Box 2009 Amarillo, Texas 79189		12.6[illegible]%
Peter J. Christmann 1400 Broadway, Suite 86[illegible] Lubbock, Texas 79401		1.95[illegible]00%
[illegible]-Redfern Oil Co. P.O. Drawer 2280 Lubbock, Texas 79701		1.95[illegible]00%
Vernon Delgado P.O. Box 66 Pinedale, Wyoming 89241		1.95[illegible]00%
Herman H. Norton and R[illegible]	Norton,	
as Joint Tenants and Tenants for the		.65[illegible]00%

SEPARATE STATEMENT UNDER
43 CFR 3106.1-4

The undersigned state:

1. CAN-AM DRILLING PROGRAMS 1979-2 Limited Partnership 79-2 (herein CADP 79-2) is the owner of an undivided 50.00 % interest in the interest acquired by American Quasar Petroleum Co. of New Mexico (herein AQPNM) in United States Oil and Gas Lease W-60620.

2. AQPNM holds the record title to such interest as nominee for and subject to the rights of CADP 79-2.

3. The agreement between AQPNM and CADP 79-2 relating to the interests in the United States oil and gas leases held as nominee for CADP 79-2 is written. A true copy of such agreement has been filed in File No. C-20899 in the Colorado State Office of the Bureau of Land Management.

4. The several interests of AQPNM and CADP 79-2 in oil and gas leases, applications and offers therefor and options do not exceed the limitations of 43 CFR 3102.1.

5. Each of the parties to this statement are qualified to hold oil and gas leases from the United States and interests therein. Evidence of such qualification for AQPNM appears in File No. C-20899 of the Colorado State Office and for CADP 79-2 in File No. C-20899 in the Colorado State Office.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:

Assistant Secretary

By: James H. Dickson, Vice President

CAN-AM DRILLING PROGRAMS
LIMITED PARTNERSHIP

By CAN-AM DRILLING PROGRAMS, INC.
Managing General Partner

ATTEST:

By Al Cohen, Executive Vice President

6116

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-20899.
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 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 30th day of November, 1981.
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

(Assignee's Signature)

James H. Dickson, Vice President

1700 Broadway, Suite 707
(Assignee's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

Assignee is 21 years of age or over, and is a citizen of the United States: [✓] Naturalized Born [ ] Naturalized

Assignee is a corporation or other legal entity *(specify kind)*

and is qualified to take this assignment as shown by statements attached hereto *(See Item 2 of Instructions)*

Assignee's interest, direct and indirect, does 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.

Assignee [✓] is [ ] is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

Amount remitted: Filing fee, $10

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

This form is submitted in lieu of official Form 4-1 and contains all of the provisions thereof as of the date of the execution of the assignment.

Executed this 23 day of November, 1981.

(Assignee's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401

RECEIVED
BLM
DEC 23 PM 7:45
CHANGING

[redacted] PAR[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 [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 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 [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 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 11th day of November, 1981.

MESA PETROLEUM CO.

BY: (Assignee's Signature)
Stuart W. King, Vice President

ATTEST:
Assistant Secretary

P. O. Box 2009
(Assignee's Address)

Amarillo Texas 79189
(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.

ent BSS

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

. Assignee is 21 years of age or over, and is a citizen of the United States: [✓] Native Born [ ] Naturalized

. Assignee is a corporation or other legal entity *(specify kind)*

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

. Assignee's interest, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

. Assignee [✓] is [ ] is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

. Amount remitted: Filing fee, $10

he assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's nowledge and belief.

This form is submitted in lieu of Official Form 1175, and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 12 day of December, 1981.

Linda L. Norton
(Assignee's signature)

Lubbock National Bldg.
(Address)

Lubbock, Texas 79401

617

618

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

Assignee is 21 years of age or over, and is a citizen of the United States. [✓] Native Born [ ] Naturalized

Assignee is a corporation or other legal entity *(specify kind)*

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

Assignee's interest, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee [✓] is [ ] is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

Amount remitted: Filing fee, $10

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

I HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

This form is submitted in lieu of Official Form 75, and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 22 day of December, 19 81.

[signature]
(Assignee's signature)

Lubbock National Bldg.
(Address)

Lubbock, Tex. 79401

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [✓] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 attached *(Item 2 of General Instructions)*
6. Assignee's interests, direct or 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 herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. I HEREBY CERTIFIED That statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and made in good faith.

Executed this 22 day of December, 1981

[signature]
(Assignee's signature)

P.O. Box 16

[redacted] [redacted] [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office _____

Serial No. _____

Date of Lease _____

REQUEST FOR APPROVAL

The undersigned hereby requests approval of the attached instrument and certifies as follows:

1. The undersigned is 21 years of age or over, and is a citizen of the United States:

   ☑ Native Born ☐ Naturalized

2. The undersigned is a corporation or other legal entity (specify kind) and is qualified to take the interest conveyed by the instrument as shown by statements attached hereto or as shown herein.

   Corporation - see statement of
   Qualifications filed with W-56800

3. The undersigned's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska.

4. The undersigned ☐ is ☐ is not the sole party in interest in the instrument. (If the undersigned is not the sole party in interest, see Statement of Interests below.)

5. Amount remitted: Filing fee, $25.

The undersigned agrees to be bound by the terms and provision of said lease, provided the instrument is approved by the signing officer of the Bureau of Land Management. (See Bonds below.)

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 22 day of December 19 81

ATTEST:

Dale Price

Dale Price, Assistant Secretary

1020

FLAG-REDFERN OIL COMPANY

Glenn S. Brant

Glenn S. Brant, Executive Vice President

(Address)

(STATEMENT OF INTERESTS. Assignee must indicate whether or not he is the sole party in interest in the instrument. If Assignee is not the sole party in interest to the instrument, the following information must be furnished: (a) the names, nature and extent of the interest therein of all other interested parties; (b) the nature of the agreement between them, if oral, and a copy of such agreement, if written. Any such statement must be signed by all interested parties, including the "undersigned," and such statement must include information as to citizenship and acreage holdings of each interested party.)

(BONDS. Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided new interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either for 6-1167 or 6-1168 applicable to the State and the Act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.)

619

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had signed the original of said Release of Oil and Gas Lease.

195630

Filed Sept 24 1983 2:00 PM
Book 620 Page 620
Sublette County Clerk
SUBLETTE COUNTY, RINEDART, WYOMING
By Deputy

DATED September 24th, 1983.

DAVIS OIL COMPANY

By: Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of September 1983, by Paul Messinger, Attorney in Fact for Davis Oil Company, a Partnership.

Witness my hand and official seal.

My Commission Expires May 4, 1987

Notary

My Commission Expires:

9-A & B
V & B
L-5138-A, B & C
D-6139

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 1982.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
The First National Bank of [redacted]mmerer, as Trustee of the [redacted]r Family Trust D-6138-A	Thomas F. Stroock	8-28-82	Bk. 51 Pg. 595	T 32 N R 112 W, 6th P.M. Sec. 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼ Sec. 8: SW¼SW¼ T 32 N R 113 W, 6th P.M. Sec. 11: N½S½ Sec. 12: Lots 1, 2, N½S½
Ronald W. Ball and Delores Joan Ball (husband and wife) D-6138-B	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 597	Same as above
Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband D-6138-C	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 580	Same as above
The First National Bank of [redacted]mmerer, as Trustee of the [redacted] Family Trust D-6139	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 603	T 32 N R 113 W, 6th P.M. Sec. 10: S½SE¼ Sec. 11: SW¼SW¼ Sec. 15: NW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼ Sec. 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼ Sec. 21: NW¼NE¼, NW¼, NW¼SW¼
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife D-6135	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 593	T 33 N R 113 W, 6th P.M. Sec. 5: SW¼, W½SE¼ Sec. 6: Lots 6, 7, E½SW¼, SE¼ Sec. 7: Lot 1, E½NW¼, NE¼, NE¼SW¼, N½SE¼ Sec. 8: NW¼, W½NE¼, SE¼NE¼, N½SW¼, NW¼SE¼, NE¼SE¼, SE¼SE¼ Sec. 9: SW¼NW¼, N½SW¼ Sec. 15: W½W½ Sec. 17: E½NE¼

1279

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 19 82.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6237-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 601	T 32 N R 113 W, 6th P.M. Sec. 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½S[illegible] NE¼SE¼ Sec. 9: Lots 3, 4, S½NW¼, NW¼SW¼
				T 33 N R 113 W, 6th P.M. [illegible] SE¼ Sec. 35: SW¼
Daniel H. Budd and Ada S. Budd, husband and wife D-6237-B	Thomas F. Stroock	9-23-75	Bk. 52 Pg. 76	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6136-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 607	T 32 N R 114 W, 6th P.M. Sec. 23: W½SE¼, SE¼SE¼ Sec. 24: SW¼ Sec. 25: N½NW¼, SW¼NW¼ Sec. 26: NE¼
Michael Warren, a single man, of P.O. Box 121, Cumberland Gap, Tennessee 37724; Bonney Eken Prentice, a married woman dealing with her sole and separate property D-6136-B	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 631	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6237	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 605	T 32 N R 114 W, 6th P.M. Sec. 13: [illegible] Sec. 24: NW¼

6232

Continued on page [illegible]

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

185531

RECORDED March 24 1983 2:00 P M
IN BOOK 67 OR PAGE 623
FEES $16.25 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Dated September 20th, 1982.

ATTEST:

Michael D. Shepard, Secretary

DEPCO, INC.

K. G. Ranum, Vice President

D-6239-A & B
D-6136-A & B
D-6137
D-6138-A, B & C
D-6139
D-6135

K.F.

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of October 19 82 by K. G. Ranum, Vice President of a Delaware corporation behalf of the corporation.

My commission expires:
June 19, 19[illegible]

Notary Public
110-16th Street
1000 Petroleum Bldg.
Denver, CO 80202

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____ personally appeared _____

_____, to me known to be the identical person___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____

_____
Notary Public

State of _____
County of _____ } ss.

ACKNOWLEDGMENT - CORPORATION

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did day that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____ A. D. 19____

(SEAL) My Commission expires _____
_____
Notary Public

State of _____
County of _____ } ss.

ACKNOWLEDGMENT - CORPORATION

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did day 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____

My Commission expires _____
_____
Notary Public

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 1982.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
The First National Bank of merer, as Trustee of the r Family Trust D-6138-A	Thomas F. Stroock	8-28-82	Bk. 51 Pg. 595	T 32 N R 112 W, 6th P.M. Sec. 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼ Sec. 8: SW¼SW¼ T 32 N R 113 W, 6th P.M. Sec. 11: N½S½ Sec. 12: Lots 1, 2, N½S½
Ronald W. Ball and Delores Joan Ball (husband and wife) D-6138-B	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 597	Same as above
Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband D-6138-C	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 580	Same as above
First National Bank of merer, as Trustee of the Family Trust D-6139	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 603	T 32 N R 113 W, 6th P.M. Sec. 10: S½SE¼ Sec. 11: SW¼SW¼ Sec. 15: NW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼ Sec. 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼ Sec. 21: NW¼NE¼, NW¼, NW¼SW¼
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife D-6135	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 593	T 33 N R 113 W, 6th P.M. Sec. 5: SW¼, W½SE¼ Sec. 6: Lots 6, 7, E½SW¼, SE¼ Sec. 7: Lot 1, E½NW¼, NE¼, NE¼SW¼, N½SE¼ Sec. 8: NW¼, W½NE¼, SE¼NE¼, N½SW¼, NW¼SE¼, NE¼SE¼, SE¼SE¼ Sec. 9: SW¼NW¼, N½SW¼ Sec. 15: W½W½ Sec. 17: E½NE¼

6235

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 19 82.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6239-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 601	T 32 N R 113 W, 6th P.M. Sec. 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½S[illegible] NE¼SE¼ Sec. 9: Lots 3, 4, S½NW¼, NW¼SW¼ T 33 N R 113 [illegible] 6th P.M. Sec [illegible] SE¼ Sec. [illegible]
Daniel H. Budd and Ada S. Budd, husband and wife D-6239-B	Thomas F. Stroock	9-23-75	Bk. 52 Pg. 76	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6136-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 607	T 32 N R 114 W, 6th P.M. Sec. 23: W½SE¼, SE¼SE¼ Sec. 24: SW¼ Sec. 25: N½NW¼, SW¼NW¼ Sec. 26: NE¼
Michael Warren, a single man, of P.O. Box 121, Cumberland Gap, Tennessee 37724 Bonney Eken Prentice, a married woman dealing with her sole and separate property D-6136-B	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 631	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6137	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 605	T 32 [illegible]3: SW¼SE[illegible] [illegible]3: SE¼NE¼, [illegible] 24: NW¼

Continued on page 2.

[redacted] RELEASE OF [redacted] GAS LEASE(S) [redacted]

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

195532

RECORDED March 24 1983 2:00 P.M.
IN BOOK 2 Ores PAGE 627
FEES $6.25 Lou J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McGuire

Dated September 20th, 1982.

ATTEST:

By: William I. Orr, Asst. Secretary

HANOVER PETROLEUM CORPORATION

Philippe Magnier, Vice President

D-6239-A & B
D-6136-A & B
D-6137
D-6138-A, B & C
D-6139
D-6135

K.F.

627

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 1982.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
First National Bank of Kemmerer, as Trustee of the Kar Family Trust D-6138-A	Thomas F. Stroock	8-28-82	Bk. 51 Pg. 595	T 32 N R 112 W, 6th P.M. Sec. 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼ Sec. 8: SW¼SW¼ T 32 N R 113 W, 6th P.M. Sec. 11: N½S½ Sec. 12: Lots 1, 2, N½S½
Donald W. Ball and Delores Joan Ball (husband and wife) D-6138-B	Thomas F. Stroock	9-11-75	Bk. 51 Pg. [illegible]	[illegible]
Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband D-6138-C	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 580	Same as above
The First National Bank of Kemmerer, as Trustee of the Kar Family Trust D-6139	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 600	T 32 N R 1[illegible] Sec. 10: S½SE¼ Sec. 11: [illegible] Sec. 15: N[illegible], NE¼NW¼, S½NW¼, NW¼SW¼ Sec [illegible]: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼ Sec. 21: NW¼NE¼, NW[illegible]SW¼
Gordon M. Mickelson and Margaret G. Mickelson, [illegible] and wife D-6135	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 593	T 33 N R 113 W, 6th [illegible] Sec. 5: SW[illegible] Sec. 6: Lots 6, 7, E½SW¼, [illegible], E½NW¼, NE¼, [illegible] Sec. 8: NW¼, W½NE¼, SE¼NE¼, N[illegible] NW¼SE¼, NE¼SE¼, SE¼SE¼ Sec. 9: [illegible]W¼, N½SW¼ Sec. 16: [illegible] Sec. 17: E½NE¼

B-218

[redacted] } ss. [redacted] [redacted]

TY OF _____

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

_____, to me known to be the identical person ____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

_____, to me known to be the identical person ___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public

State of Colorado }
County of Denver } ss.

ACKNOWLEDGMENT - CORPORATION

On this 20th day of September, A. D. 19 82, before me personally appeared Philippe Magnier, to me personally known, who, being by me duly sworn, did day that he is the Vice President of Hanover Petroleum 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 Philippe Magnier acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of September A. D. 1982

(SEAL) My Commission expires July 7, 1984 Chris Calder Chris Calder Notary Public

---

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT - CORPORATION

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known who, being by me duly did day 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 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 al this _____ day of _____ A. D. 19____

My expir _____ Notar

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 19 82.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6239-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 601	T 32 N R 113 W, 6th P.M. Sec. 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼ Sec. 9: Lots 3, 4, S½NW¼, NW¼SW¼ T 33 N R 113 W, 6th P.M. Sec. 34: S½NE¼, SE¼ Sec. 35: SW¼
Daniel H. Budd and Ada S. Budd, husband and wife D-6239-3	Thomas F. Stroock	9-23-75	Bk. 52 Pg. 76	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6136-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 607	T 32 N R 114 W, 6th P.M. Sec. 23: W½SE¼, SE¼SE¼ Sec. 24: SW¼ Sec. 25: N½NW¼, SW¼NW¼ Sec. 26: NE¼
chael Warren, a single , of P.O. Box 121, mberland Gap, Tennessee 724; Bonney Eken Prentice, a married woman dealing with her sole and separate property D-6136-B	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 631	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6137	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 605	T 32 N R 114 W, 6th P.M. Sec. 13: SW¼SE¼, SE¼SW¼ Sec. 23: SE¼NE¼, NE¼SE¼ Sec. 24: NW¼

Continued on page 2.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

This Release of Oil and Gas Lease may be executed in counterparts and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

195523

RECORDED March 2 1983 Book 67 Page 631 at 10:30 A.M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dated September 10 2

ATTEST:

Asst.

Southland Royalty Company

C. J. Caskey - Vice President

D-6239-A & B
D-6136-A & B
D-6137

D-6138-A, B & C
D-6139
D-6125

[redacted] [redacted] [redacted]

COUNTY OF_____ } ss

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____, personally appeared_____

_____, to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires_____ _____

Notary Public

STATE OF_____ } ss

COUNTY OF_____

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____,19_____, personally appeared_____

_____, to me known to be the identical person___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires_____ _____

Notary Public

ACKNOWLEDGMENT - CORPORATION

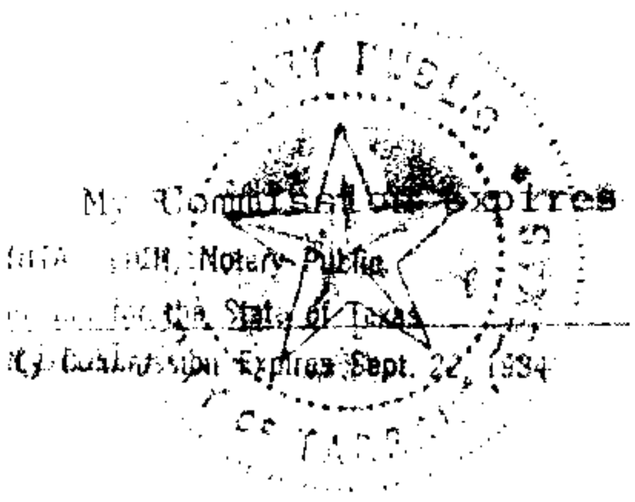
State of Texas

SS

County of Tarrant

On this 14th day of October, A. D. 1982, before me personally appeared C. J. Caskey, to me personally known, who, being by me duly sworn, did say that he is the Vice President of SOUTHLAND ROYALTY 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 C. J. Caskey acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14th day of October A.D. 1982



Nida Sligh, Notary Public in and for
Tarrant County, State of Texas

_____ seal affixed to said instrument is the corporate seal of 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____

_____ My Commission expires_____ _____

Notary Public

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 1982.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
The First National Bank of Kemmerer, as Trustee of the [illegible] Family Trust // SRC Lease 15142-01 D-6138-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 595	T 32 N R 112 W, 6th P.M. Sec. 7: Lots 4, 5, NE¼SW¼, W½SE¼, SE¼SE¼ Sec. 8: SW¼SW¼ T 32 N R 113 W, 6th P.M. Sec. 11: N½S½ Sec. 12: Lots 1, 2, N½S½
Ronald W. Ball and Delores [illegible] Ball (husband and wife) D-6135-B // SRC Lease 15142-02	Thomas F. Stroock	9-11-75	Bk. 51	
Lucille E. Nordlie, Formerly [illegible] E. Ball, and Obed [illegible] Nordlie, her husband D-6138-C // SRC Lease 15142-03	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 580	Same as above
The First National Bank of Kemmerer, as Trustee of the D-6139 [illegible] Family Trust // SRC Lease 15143-01	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 603	T 32 N R 113 W, 6th P.M. Sec. 10: [illegible]SE¼ Sec. 1[illegible]: [illegible]SW¼ Sec. 1[illegible]: [illegible]NE¼, NE¼NW¼, S½NW¼, NW¼SW¼ Sec. 20: E½NE¼, SW¼NE¼, N½SE¼, SW¼SE¼ Sec. 21: NW¼NE¼, NW¼, NW¼SW¼
Gordon M. Mickelson and Margaret G. Mickelson, [illegible] and wife D-6135 // SRC Lease 15139-01	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 593	T 33 N R 113 W, 6th P.M Sec. 5: SW¼, W½SE¼ Sec 6: Lots 6, 7, [illegible] Sec. [illegible]: [illegible], W½NE¼, SE¼NE¼, [illegible], NW¼SE¼, [illegible] Sec. 9: SW¼NW¼, [illegible] Sec. 15: W½W½ Sec. 17: E½NE¼

633

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated September 20th, 19 82.

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
The First National Bank of Kemmerer, as Trustee of the [illegible]ar Family Trust [illegible]C Lease 15093-01 D-6239-A	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 601	T 32 N R 113 W, 6th P.M. Sec. 8: Lots 1, 2, S½NE¼, SE¼NW¼, N½SW¼, NE¼SE¼ Sec. 9: Lots 3, 4, S½NW¼, NW¼SW¼ T 33 N R 113 W, 6th P.M. Sec. 34: S½NE¼, SE¼ Sec. 35: SW¼
Daniel H. Budd and Ada S. Budd, husband and wife SRC Lease 15093-02 D-6239-B	Thomas F. Stroock	9-23-75	Bk. 52 Pg. 76	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6136-A SRC Lease 15140-01	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 607	T 32 N R 114 W, 6th P.M. Sec. 23: W½SE¼, SE¼SE¼ Sec. 24: SW¼ Sec. 25: N½NW¼, SW¼NW¼ Sec. 26: NE¼
[illegible]rheel Warren, a single [illegible], of P.O. Box 121, [illegible]berland Gap, Tennessee D-6136-B [illegible]724; Bonney Eken Prentice, a married woman dealing with her sole and separate property SRC Lease 15140-02	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 631	Same as above
The First National Bank of Kemmerer, as Trustee of the Fear Family Trust D-6137 SRC Lease 15141-00	Thomas F. Stroock	8-28-75	Bk. 51 Pg. 605	T 32 N R 114 W, 6th P.M. Sec. 13: SW¼SE¼, SE¼SW¼ Sec. 23: SE¼NE¼, NE¼SE¼ Sec. 24: NW¼

Continued on page 2.

635

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

(See Exhibit "A" attached hereto and made a part hereof)

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

195534

Filed March 24 1983 2:00 P.M.
In Book 67 Oil PAGE 635
Lois J. Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Stone

DATED October 25th, 1982.

DAVIS OIL COMPANY

By: Paul Messinger K.F.
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of October, 1982 by Paul Messinger, Attorney in Fact for Davis Oil Company, a Partnership.

Witness my hand and official seal.

Kevin Fortier
Notary Public

My Commission Expires May 4, 1986

My Commission Expires:

D-6130
D-6134-A & B

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated October 25th, 19 82.

NUMBER	LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
D-61[illegible]	Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (husband & wife)	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 585	T 33 N R 113 W, 6th P.M. Sec. 34: NE¼NE¼ Sec. 35: N½
D-6132	Ronald W. Ball and Delores J. Ball, husband and wife	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 633	T 33 N R 112 W, 6th P.M. Sec. 30: NE¼
D-6133-A	Ronald W. Ball and Delores Joan Ball, also known as Delores J. Ball, husband and wife	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 635	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
D-6133-B	Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband	Thomas F. Stroock	9-25-75	Bk. 51 Pg. 637	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
D-6134-A	Ronald W. Ball and Delores Joan Ball (husband and wife)	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 599	T 33 N R 113 W, 6th P.M. Sec. 25: S½NE¼, SE¼, E[illegible]
D-6134-B	Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 578	T 33 N R 113 W, 6th P.M. Sec. 25: S½NE¼, SE¼, E½SW¼
D-6158-A	James A. Greenwood and Tharon M. Greenwood, husband and wife	Thomas F. Stroock	9-9-75	Bk. 51 Pg. 589	T 33 N R 113 W, 6th P.M. Sec. 20: S½SE¼ Sec. 21: SW¼SW¼, E½SW¼, SE¼ Sec. 22: W½SW¼ Sec. 27: W½NW¼, SW¼, W½SE¼, SE¼SE¼ Sec. 28: All Sec. 29: E½, SW¼ Sec. 30: Lots 3, 4, E½SW¼, N½SE¼ Sec. 32: N½N½ Sec. 33: N½N½ Sec. 34: NW¼NE¼

637.

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

(See Exhibit "A" attached hereto and made a part hereof)

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

195535

RECORDED March 24 1983 8:00 PM
BOOK 67 Oil & Gas PAGE 637
FEES $11.75 Sandy Clerk COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
Dorothy M Stevens

Dated October 28th, 1982.

ATTEST:

By: Michael D. Shepard
Michael D. Shepard Secretary

DEPCO,

K. G. Vice President

D-613 D- B
D-61 D- B
D-

VF

STATE OF [redacted] _____ }ss.
COUNTY OF _____

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally ap

_____

_____, to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____

_____
Notary Public

STATE OF _____ }ss.
COUNTY OF _____

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

_____

_____, to me known to be the identical person___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____

_____
Notary Public

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of November 19 82 by K. G. Ranum, Vice President of a Delaware corporation on behalf of the corporation.

My commission expires:
June 19, 1985

Notary Public
1000 Petroleum Bldg.
110 - 16th Street
Denver, CO 80202

County of _____)

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did day that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____ A. D. 19____

(SEAL) My Commission expires _____ Public

This exhibit made a part of Release of Oil Gas Lease dated October 25th, 19 82.

ANY LR	LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
0 617)	Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (husband & wife)	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 585	T 33 N R 113 W, 6th P.M. Sec. 34: NE¼NE¼ Sec. 35: N½
2 618)	Ronald W. Ball and Delores J. Ball, husband and wife	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 633	T 33 N R 112 W, 6th P.M. Sec. 30: NE¼
-A	Ronald W. Ball and Delores Joan Ball, lso known as Delores Ball, husband and	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 635	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
	lie, E. Ball, and Obe Nordlie, her husband	Thomas F. Stroock	9-25-75	Bk. 51 Pg. 637	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
-A 1611)	Ronald W. Ball and Delores Joan Ball (husband and wife)	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 599	T 33 N R 113 W, 6th P.M. Sec. 25: S½NE¼, SE¼, E½SW¼
34-B (WY 01612)	Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 578	T 33 N R 113 W, 6th P.M. Sec. 25: S½NE¼, SE¼, E½SW¼
-A	James A. Greenwood and Tharon M. Greenwood, husband and wife	Thomas F. Stroock	9-9-75	Bk. 51 Pg. 589	T 33 N R 113 W, 6th P.M. Sec. 20: S½SE¼ Sec. 21: SW¼SW¼, E½SW¼, SE¼ Sec. 22: W½SW¼ Sec. 27: W½NW¼, SW¼, W½SE¼, SE¼SE¼ Sec. 28: All Sec. 29: E½, SW¼ Sec. 30: Lots 3, 4, E½SW¼, N½SE¼ Sec. 32: N½N½ Sec. 33: N½N½ Sec. 34: W¼NE¼

640

LEASE OF AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, a good and valid consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

(See Exhibit "A" attached hereto and made a part hereof)

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

195536

RECORDED March 24 1983 2:00 PM
IN BOOK 67 Orig PAGE 640
FEES $11.25 Paid COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
Dorothy McGuire

Dated October 5th 82.

ATTEST:

By: William L. Ort Secretary

HANCOCK PETROLEUM COMPANY

Philip Wagnier President

130 3-A & B
32 4-A & B
A

STATE OF [redacted] }ss.
COUNTY OF [redacted]

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____, personally appeared_____

_____, to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires_____

_____
Notary Public

STATE OF_____ }ss.
COUNTY OF_____

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this_____day of_____,19____, personally appeared_____

_____, to me known to be the identical person___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires_____

_____
Notary Public

State of Colorado }ss.
County of Denver

ACKNOWLEDGMENT - CORPORATION

On this 25th day of October, A. D. 19 82, before me personally appeared Phillipe Magnier, to me personally known, who, being by me duly sworn, did day that he is the Vice President of HANOVER 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 Philippe Magnier acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of October A. D. 19 82

(SEAL) My Commission expires July 7, 1984

Chris Calder
Chris Calder Notary Public

State of_____ }ss.
County of_____

ACKNOWLEDGMENT - CORPORATION

On this_____day of_____, A. D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did day 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_____

Commission _____

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated October 25th, 19 82.

	LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
	Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (husband & wife)	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 585	T 33 N R 113 W, 6th P.M. Sec. 34: NE¼NE¼ Sec. 35: N½
D-6132	Ronald W. Ball and Delores J. Ball, husband and wife	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 633	T 33 N R 112 W, 6th P.M. Sec. 30: NE¼
D-6133-A	Ronald W. Ball and Delores Joan Ball, also known as Delores J. Ball, husband and wife	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 635	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
D-6133-B	Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband	Thomas F. Stroock	9-25-75	Bk. 51 Pg. 637	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
D-6134-A	Ronald W. Ball and Delores Joan Ball (husband and wife)	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 599	T 33 N R 113 W, 6th Sec. 25: S½NE¼, S[illegible],
D-6134-B	Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 578	113 W, 6th P.M. S½NE¼, SE¼, E½SW[illegible]
D-6158-A	James A. Greenwood and Tharon M. Greenwood, husband and wife	Thomas F. Stroock	9-9-75	Bk. 51 Pg. 589	T 33 N R 113 W, 6th P.M Sec. 20: S½SE¼ Sec. 21: SW¼SW¼, E½SW¼, SE¼ Sec. 22: W½SW¼ Sec. 27: W½NW¼, SW¼, W½SE¼, SE¼SE¼ Sec. 28: All Sec. 29: E½, SW¼ Sec. 30: Lots 3, 4, E½SW¼, N½SE¼ Sec. 32: N½N½ Sec. 33: N½N½ Sec. 34: NW¼NE¼

647

RELEASE OF O[illegible]D GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION

(See Exhibit "A" attached hereto and made a part hereof)

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

185537

RECORDED March 24 1983 2:00 PM
IN BOOK 67 Oil PAGE 643
FEES $11.75 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

RECEIVED
NOV - 5 1982
SOUTHLAND ROYALTY CO.
Fort Worth, Texas
LAND DEPT.

Dated October 25th, 1982.

ATTEST:

By: Patricia L. [illegible]
Assistant

SOUTHLAND ROYALTY COMPANY

C. J. Caskey

C. J. Caskey VicePresident

D-6130
D-6132
D-6133-A & B
D-6134-A
D-6158

K.F

643

644

STATE OF_____
COUNTY OF_____ } SS.

ACKNOWLEDGMENT-IN[illegible]JAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____, personally appeared_____

_____,to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires_____

Notary Public

STATE OF_____
COUNTY OF_____ } SS.

ACKNOWLED[illegible]T-INDIVIDUAL

BEFORE ME, the undersig[illegible]d, a Notary Public, in and fo[illegible]aid County and State, on this_____day of_____,19____ [illegible]ersonally appeared_____

_____,to me known to[illegible] the identical person___, d[illegible]ribed in and who executed the within and foregoing ins[illegible]ent of writing and acknowled[illegible]d to me that _____ duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set for[illegible]

IN WITNESS WHEREOF, I [illegible] hereunto set my hand and af[illegible]xed my notarial seal the day and year last above writ[illegible]
My Commission Expires___

Notary Public

State of TEXAS
County of TARRANT } SS.

ACKNOWLEDG[illegible]T - CORPORATION

On this 25th [illegible]y of October, A. D. 19 82, before me personally appeared [illegible] Caskey, to me personally known, who, being by me duly sw[illegible] did day that he is the Vice President of SOUTHLAND ROY[illegible]Y COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and [illegible]aled in behalf of said corporation by authority of its Board of Directors, and said [illegible] J. Caskey acknowledged said instrument to be the free act and deed of said corporation.

Witness my [illegible]and and seal this 25th day of [illegible]ober A. D. 19 82

NI[illegible]SLIGH, Notary Public
for the State of Texas
My Commission Expires Sept. 22, 1984

(SEAL) [illegible] Notary Public

State of_____
County of_____ } SS.

ACKNOWLED[illegible] - CO[illegible]RATION

On this_____ [illegible] of _____ A. D. [illegible]____, before me personally appeared_____, t[illegible]e personally known, who, being by me duly [illegible]ay that he is the_____of_____ and that the seal affixed to said in[illegible]nt is the corporate seal of said co[illegible]tion and that said instrument was signed an[illegible]aled in behalf of said corporation [illegible]hority of its Board of Directors, [illegible]aid _____ ack[illegible]ged said instrument to be the f[illegible] an[illegible] of said corporation.

Witness my [illegible] and seal this_____day of_____ A. D. 19_____

(SEAL) [illegible]ssion expires_____ [illegible]otary Public

EXHIBIT "A"

This exhibit made a part of Release of Oil Gas Lease dated October 25th, 19 82.

No.	LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
D-6130 15134-00	Helen L. O'Brien (single), Shirley L. Setzler (widow), and Michael L. Profit & Ilene Profit (husband & wife)	Thomas F. Stroock	9-10-75	Bk. 51 Pg. 585	T 33 N R 113 W, 6th P.M. Sec. 34: NE¼NE¼ Sec. 35: N½
D-6132 15136-00	Ronald W. Ball and Delores J. Ball, husband and wife	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 633	T 33 N R 112 W, 6th P.M. Sec. 30: NE¼
D-6133-A 15137-01	Ronald W. Ball and Delores Joan Ball, also known as Delores J. Ball, husband and wife	Thomas F. Stroock	9-23-75	Bk. 51 Pg. 635	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
D-6133-B 15137-02	Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband	Thomas F. Stroock	9-25-75	Bk. 51 Pg. 637	T 33 N R 112 W, 6th P.M. Sec. 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼ Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼, SE¼
-A 15138-01	Ronald W. Ball and Delores Joan Ball (husband and wife)	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 599	T 33 N R 113 W, 6th P.M. Sec. 25: S½NE¼, SE¼, E
D-6134-B 15138-02	Luella E. Nordlie, formerly Luella E. Ball, and Obed Nordlie, her husband	Thomas F. Stroock	9-11-75	Bk. 51 Pg. 578	T 33 N R 113 W, 6th P.M. Sec. 25: S½NE¼, SE¼, E½SW¼
D-6158-A 15145-01	James A. Greenwood and Tharon M. Greenwood, husband and wife	Thomas F. Stroock	9-9-75	Bk. 51 Pg. 589	T 33 N R 113 W, 6th P.M. Sec. 20: S½SE¼ Sec. 21: SW¼SW¼, E½SW¼, SE¼ Sec. 22: W½SW¼ Sec. 27: W½NW¼, SW¼, W½SE¼, SE¼SE¼ Sec. 28: All Sec. 29: E½, SW¼ Sec. 30: Lots 3, 4, E½SW¼, N½SE¼ Sec. 32: N½N½ Sec. 33: N½N½ Sec. 34: NW¼NE¼

646

Form 3110-2
(September 1973)
(120-19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED JAN 1978 GEOLOGICAL SURVEY

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)

R. Ken Williams
413 First National Bank Bldg.
Midland, Texas 79701

W 62117
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 27 N, R 111 W, 6th Prin Mer
Sec 21: SE¼
27: All
28: N½, N½SW¼, SE¼SW¼, SE¼

RDS
SBL

1983 12

LANDS IN OFFER WERE NOT WITHIN A KNOWN GEOLOGIC STRUCTURE ON

JAN 11 1978

March 25 1983 1:00 PM
67 Oil & Gas PAGE 646
10.00 Lois J. Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

ACTING Area Geologist
For the Director
U.S. Geological Survey

Containing a total of 1400.00 acres | Annual Rental . . . . . $ 1400.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: FEB 1 1978

THE UNITED STATES OF AMERICA

By Glenna M. Gene
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

JAN 16 1978
(Date)

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

ORIGINAL

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)

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

GPO 849-

WSO 3100-9
(April 1975)

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Regional Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

W-62117

650

Form 3100-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1979 MAR 20 AM 10:00

RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
BUDGET BUREAU NO. 42-R1599

Serial No. W-62117

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

W. D. Anderson & Sons
a partnership ----------1/2 interest
P. O. Box 136
Midland, Texas 79702

1.

William H. Martin ----------1/6 interest
1804 First National Bank Building
Midland, Texas 79701

Edward H. Judson ----------1/6 interest
1804 First National Bank Building
Midland, Texas 79701

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) February 1, 1978, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

195543

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)*

Township 27 North, Range 111 West, 6th Prin Mer, Sublette County, Wyoming

Section 21: SE/4
Section 27: All
Section 28: N/2, N/2 SW/4, SE/4 SW/4, SE/4

Containing 1400.00 acres, more or less

RECORDED March 25 1983 1:00 P.M.
IN BOOK 67 Oil PAGE 650
FEES $5.50 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McGuire

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 5/6

4. What part of the record title interest is being retained by assignor(s)? 1/6

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 5th day of February, 1979

R. Ken Williams
(Assignor's Signature)

1804 First National Bank Building
(Assignor's Address)

Midland (City) Texas (State) 79701 (Zip Code)

THE STATE OF TEXAS }
}
COUNTY OF MIDLAND }

The foregoing instrument was acknowledged before me this 5 day of February, 1979, by R. K. Williams.

My Commission Expires:
9-27-80

Notary Public in and for the County of Midland, State of Texas

CERTIFIED to be a true and correct copy of the official record on file

MAR 1983

BUREAU OF LAND MANAGEMENT

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1979

By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section APR 5 1979
(Title) (Date)

This form may be reproduced in accordance with

Reproductions on one sheet of both sides of this office

Original

651

652

Office

Serial No. W-62117

Date of Lease 2-1-77

M,W&J No. 1713

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT 1979 MAR 20 AM 10:00 RECEIVED CHEYENNE, WYOMING

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is over 21 years of age and a citizen of the United States.
2. Assignee's interests, direct and indirect, does not exceed 200,000 acres in oil and gas options, or 246,080 acres in options and leases in the same state or 300,000 chargeable acres in leases and options in each leasing district in Alaska.
3. Assignee is the sole party in interest in this assignment as to the interest being acquired.
4. Filing fee of $25.00 is attached.
5. Assignee agrees to be bound by the terms and provisions of the lease described herein.

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 5th day of February, 1979.

William H. Martin

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is over 21 years of age and a citizen of the United States.
2. Assignee's interests, direct and indirect, does not exceed 200,000 acres in oil and gas options, or 246,080 acres in options and leases in the same state or 300,000 chargeable acres in leases and options in each leasing district in Alaska.
3. Assignee is the sole party in interest in this assignment as to the interest being acquired.
4. Filing Fee of $25.00 is attached.
5. Assignee agrees to be bound by the terms and provisions of the lease described herein.

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 5th day of February, 1979.

Edward H. Judson

Edward H. Judson

CERTIFIED

to be a true and comparative copy of official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1979 AUG -6 AM 10: 00

RECEIVED
CHEYENNE, WYOMING

RECEIVED
RESOURCE EVALUATION
JUL 23 9 42 AM '79
GEOLOGICAL SURVEY
CASPER, WYOMING

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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
Street
City
State
Zip Code

Edward H. Judson
1804 First National Bank Bldg.
Midland, TX 79701

W 68454
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 27 N, R 111 W, 6th Prin Mer
Sec 28: SW¼SW¼

195514

March 25 1983 Lease
67 Oil PAGE 653
10 Lois J. Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Lands in offer were not within a known geologic structure on
AUG 1 1979
Acting Area Geologist
For the Director
U. S. Geological Survey

Containing a total of 40 acres | Annual Rental . . . . . $ 40.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: SEP 1 1979

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

AUG 8 1979
(Date)

CERTIFIED
True and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND

653

OIL SHALE AREA STIPULATION

[illegible] wells will [illegible] drilled for oil or gas except upon approval of the [illegible] Gas Supervisor of the Geological Survey, it being [illegible] 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 [illegible] extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

[illegible] wells will be drilled for oil or gas at a location which, in the [illegible] 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.

[illegible] 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 will be drilled for oil or gas except pursuant to an approved unit plan.

[illegible] drilling, or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including [illegible] 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 utilized in the extraction of such deposits.

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.

656

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

Lessee (Name)
LAND MANAGEMENT
1369
RIVERS, WY 82901

Address (include zip code)

[illegible] any provision of this lease to the drilling, construction, or other operation [illegible] that will disturb the surface thereof or affect the environment, hereinafter "disturbing operation," conducted by subject, as set forth in this stipulation, approval of such operation by the Area Supervisor in consultation with appropriate management agencies and to such reasonable modifications as the purposes [illegible] as the Supervisor may [illegible] the surface of the leased lands and

[illegible] upon the land or the disturbance of [illegible] for drilling or other purposes, but for approval two (2) copies of a [illegible] of the nature of the anticipated [illegible] disturbance to the District Engineer or Area Supervisor, as appropriate, and [illegible] the appropriate surface management agency, with an approval of such map

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 4119-5 (August 1973)

GPO 849-258

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-68454

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

W. D. Anderson & Sons
a partnership ----------1/2 interest
P. O. Box 136
Midland, Texas 79702

William H. Martin ------ 1/6 interest
1804 First National Bank Building
Midland, Texas 79701

R. Ken Williams ------- 1/6 interest
1804 First National Bank Building
Midland, Texas 79701

RECORDED Mar 25 1983 1:00 P.M.
IN BOOK 67 Oil PAGE 657
FEE $8.50 Lani Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK

195515

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) September 1, 1979, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101 2-3)

Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming

Section 28: SW/4 SW/4

Containing 40 acres, more or less

CERTIFIED
to be a true and comparative copy of the official records on file
MAR 22 1983
BUREAU OF LAND MANAGEMENT

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 5/6

4. What part of the record title interest is being retained by assignor(s)? 1/6

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) NONE

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22 day of February, 19 80.

Edward H. Judson
(Assignor's Signature)
Edward H. Judson

1804 First National Bank Building
(Assignor's Address)

Midland, Texas 79701
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 M 2

Assignment approved effective MAR 1 1

By [illegible]
(Authorized Officer)

Chief,
Gas Section
(Title)

657

[illegible] provided that copies are [illegible] on one sheet of both sides of this [illegible]

658

RE(EST FOR APPROVAL OF ASSIGNMEN(
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specif, kind)*
A Partnership previously qualified to own interests in Federal Oil and Gas Leases, see W-56943
CHEYENNE, WYOMING

c. If a corporation, attach qualifications or if already on file, give serial number of case file

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 22nd day of February, 1980

W. D. ANDERSON & SONS

By: Ray Anderson
(Assignee's Signature) Partner

P. O. Box 136, Midland, TX 79701
(Address)

THE STATE OF TEXAS }
} ss.
COUNTY OF MIDLAND }

The foregoing in ument was acknowledged before me this 22nd day of February, 1980, by Ed d H. Judson.

Theresa L. Wight
Notary Public in and for the County of Midland, State of Texas
THERESA L. WIGHT

My Commission Expires:

September 10, 1981

Office _____

Serial No. W-68454

Date of Lease September 1, 1979

M,W&J No. 2061

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is over 21 years of age and a citizen of the United States.
2. Assignee's interests, direct and indirect, does not exceed 200,000 acres in oil and gas options, or 246,080 acres in options and leases in the same state or 300,000 chargeable acres in leases and options in each leasing district in Alaska.
3. Assignee is the sole party in interest in this assignment as to the interest being acquired.
4. Filing fee of $25.00 is attached.
5. Assignee agrees to be bound by the terms and provisions of the lease described herein.

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 22 day of February, 19 80.

William H. Martin

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is over 21 years of age and a citizen of the United States.
2. Assignee's interest, direct and indirect, does not exceed 200,000 acres in oil and gas options, or 246,080 acres in options and leases in the same state or 300,000 chargeable acres in leases and options in each leasing district in Alaska.
3. Assignee is the sole party in interest in this assignment as to the interest being acquired.
4. Filing fee of $25.00 is attached.
5. Assignee agrees to be bound by the terms and provisions of the lease described herein.

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 22 day of February, 19 80.

R. Ken Williams

CERTIFIED
to be a true and comperative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

660 W - 6 - 1 1 et al

80 DEC 2 8:45
CHEYENNE, WYOMING

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING X
X
COUNTY OF SUBLETTE X

Reference is made to the following described United States Oil and Gas Leases covering the following described lands located in Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming:

(1) United States Lease W-62117, dated February 1, 1978, from the United States of America, as lessor, to R. Ken Williams, as lessee, insofar only as said lease covers NW/4, N/2 SW/4 and SE/4 SW/4 Section 28; and

(2) United States Lease W-68454, dated September 1, 1979, from the United States of America, as lessor, to Edward H. Judson, as lessee, covering SW/4 SW/4 Section 28.

W I T N E S S E T H:

W. D. Anderson & Sons, a partnership, R. Ken Williams, William H. Martin and Edward H. Judson, herein collectively called "Assignors", are the owners of record title to the two above described United States leases in the respective proportions of W. D. Anderson & Sons - 1/2, R. Ken Williams - 1/6, William H. Martin - 1/6 and Edward H. Judson - 1/6 and desire to grant to Energetics, Inc., herein called "Assignee", whose address is 102 Inverness Terrace East, Englewood, Colorado 80112, the exclusive right to explore, drill for, test, extract, remove and dispose of all of the oil and gas in the above described land as to the depth hereinafter stated in accordance with the terms of said Oil and Gas Leases and all of the terms and conditions of this assignment.

I.

Assignment of Operating Rights

For an adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby grant, assign and convey without warranty of title, express or implied, and subject to reservation set forth below, unto Assignee all of the operating rights and rights to working interest production under the above described United States Oil and Gas Leases insofar as said leases cover the following described lands located Sublette County, Wyoming:

Township	North, Range 111 West, 6th P.M.
Section 28	W/2, containing 320 acres, more or less, from the surface down to the depth of 10,306 feet below the surface;

195716

together with all personal property and equipment used or obtained in connection with said lease and lands.

This assignment is not and shall not be construed as an assignment of record title.

CERTIFIED
to be a comparative copy of the records on file
22 1983
BUREAU OF LAND MANAGEMENT

RECORDED March 25 1983 2:00 PM
IN BOOK 67 OF OIL & GAS PAGE 660
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

II.

Reservation of Overriding Royalty

Assignors hereby except and reserve to themselves, in the respective proportions in which they own record title to the above described leases, as an overriding royalty interest, an undivided 25% of 8/8 of the value at the wells as produced of all oil and gas produced, saved and sold from the above described lands down to the above stated depth, pursuant to the terms and provisions of the above described Oil and Gas Leases as the same may be extended. Said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of said leases are computed and paid, and shall be free and clear of all costs of development and operation but shall bear and pay its proportionate part of all production taxes. Said overriding royalty shall be inclusive of and shall bear and absorb all of the royalty payable to the lessor under said leases and all outstanding overriding royalties, production payments or other leasehold burdens payable out of production, if any, heretofore created and payable out of the lessee's share of production from the above described lands. If Assignors own less than the entire leasehold estate created by the above described leases, or if either of said leases covers less than the entire oil and gas estate in the lands covered by said lease, then the overriding royalty herein reserved shall be proportionately reduced. Said overriding royalty as to oil shall be subject to the provisions of 43 C.F.R. 3103.3-6 and may be pooled or communitized to the extent that such pooling or communitization is approved by the Secretary of the Interior or his designated representative. The reservation of said overriding royalty shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of said leases.

III.

Payment of Rentals and Minimum Royalties

Assignors shall pay all rentals and minimum royalties which may become due and payable under the terms of the above described Oil and Gas Leases; provided, however, Assignors shall not be liable for any inadvertent failure to do so. Assignee shall reimburse Assignors for all rentals so paid and attributable to the above described land and for all minimum royalties so paid and attributable to the above described lands down to the above stated depth.

IV.

Equal Rights of Ingress and Egress

During the term hereof, Assignors and Assignee and their respective heirs, assigns and successors in interest, shall, for the purposes of production from the respective depths owned by each in the above described lands, have all rights granted by said Oil and Gas Leases as incident to or for the purpose of exploring, drilling for, mining, producing and marketing oil, gas and other hydrocarbon substances. The rights of each in this connection shall be equal, mutual and concurrent and each of them shall exercise such rights with due regard for the rights of the other. Neither party shall do or perform any act which might cause said leases to be forfeited or canceled as to any of the described lands.

662

V.

Nondiscrimination

In connection with the performance of work under this assignment, Assignee agrees to comply with all of the provisions of Section 202(1) to (7), inclusive, of Executive Order 11246 (30 FR 12319) which are hereby incorporated by reference in this agreement.

VI.

Relationship of Parties

The operations in and upon the above described lands by Assignors and Assignee shall be the separate operation of the party conducting the same and shall be at the sole risk and cost and under the exclusive control of that party, and each shall indemnify the other against all claims for damages of every kind to persons or property arising out of or in connection with such operations. This agreement shall not constitute the parties hereto as partners, mining partners or joint venturers, the intention hereof being that the parties are independent contractors.

VII.

Binding Effect

This assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their respective heirs, legal representatives, successors and assigns.

IN WINTESS WHEREOF this assignment is executed this 6th day of November, 1980, to be effective, however, as of the 6th day of November, 1980.

W. D. ANDERSON & SONS, a Partnership

By: Payton V. Anderson
Payton V. Anderson, Partner

R. KEN WILLIAMS

WILLIAM H. MARTIN

EDWARD H. JUDSON

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

1980 DEC 12 7:45

The foregoing instrument was acknowledged before me this 11th day of November, 1980, by PAYTON V. ANDERSON, partner of W. D. ANDERSON & SONS, a partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

Nolda Simbulake
Notary Public in and for
Midland County, Texas

My Commission Expires:
1-20-81

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

6th The foregoing instrument was acknowledged before me this day of November, 1980, by R. KEN WILLIAMS.

WITNESS MY HAND AND OFFICIAL SEAL.

Marlene Chapman
Notary Public in and for
Midland County, Texas

My Commission Expires:
9-27-84

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

6th The foregoing instrument was acknowledged before me this day of November, 1980, by WILLIAM H. MARTIN.

WITNESS MY HAND AND OFFICIAL SEAL.

Marlene Chapman
Notary Public in and for
Midland County, Texas

My Commission Expires:
9-27-84

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

6th The foregoing instrument acknowledged before me this day of November, 1980, by ARD H. JUDSON.

WITNESS MY HAND AND OFFI SEAL.

C lene Chapman
N Public in and for
nty, Texas

My Commission E
9-27-6

663

664

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 7th day of December, 1980.

ATTEST:

Assistant Secretary

ENERGETICS, INC.

P. D. Maher (Assignee's Signature)
Executive Vice President

102 Inverness Terrace East
Englewood, CO 80112

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

1980 DEC 12 PM 7:45

CHEYENNE, WYOMING

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared P. D. Maher, Executive Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGERTICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of December, 1980.

My Commission Expires:

My Commission Expires Aug. 7, 1984

Notary Public

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF MANAGEMENT

666

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease:	October 1, 1972
Serial Number:	W-36439
Description:	T32N-R114W, 6th PM Sec. 9: Lots 1, 2, 3, 4, S/2N/2, S/2 Sublette County, Wyoming

195548

from the base the Mesaverde formation, defined as 7350' by the Celeron Federal 21-28 Well, to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

March 25 1983 1:00 P.M.
67 Ord 666
Laird J. Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

PACIFIC TRANSMISSION SUPPLY COMPANY

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires October 13, 1984

Rose Orais
Notary Public in and for
City, County and State

My Commission Expires October 13, 1984

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease: August 1, 1971
Serial Number: W-29920
Description: T32N-R114W, 6th PM
Sec. 14: N/2NW/4, SW/4NW/4, S/2
Sublette County, Wyoming

195549

from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

PACIFIC TRANSMISSION SUPPLY COMPANY

March 25 1983 1:00 P.M.
67 Oct
4.00 Larry Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Oct 13, 1984

Rose Orais
Notary Public in and for said
City, County and State

My Commission Expires October 13, 1984

667

668

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease: September 1, 1971
Serial Number: W-[illegible]0484
Description: T[illegible]-R114W, 6th PM
Sec. 15: All
Sublette County, Wyoming

195650 from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

March 25 1983 [illegible]:20 P M
67 Oil PAGE 668
4.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. [illegible]

PACIFIC TRANSMISSION SUPPLY COMPANY

By H. G. Culp
H. G. Culp, Attorney-in-Fact

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SEAL
ROSE ORAIS
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Oct 13, 1984

Rose Orais
Notary Public in and for said City, County and State

My Commission Expires October 13, 1984

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated May 14, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease: October 2, 1971
Serial Number: 71-15759
Description: T32N-R114W, 6th PM
Sec. 16: All
Sublette County, Wyoming

195[illegible]1 from the base of the Mesaverde formation, defined as 7350' by the Celeron Federal 21-28 Well, to the stratigraphic equivalent of the total of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM

Signed and executed this 28th day of February, 1983.

March 25 1983 1:00 P M
67 Doc PAGE 669
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

PACIFIC TRANSMISSION SUPPLY COMPANY

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Oct 13, 1984

Rose Orais
Notary Public in and for said
City, County and State

My Commission Expires October 13, 1984

670

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California one hundred (100) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease: October 1, 1972
Serial Number: W-36439
Description: T32N-R114W, 6th PM
Sec. 21: S/2SE/4, NW/4SE/4
Sublette County, Wyoming

195[illegible]2 from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

RECORDED March 25 1983 1:00 PM
IN BOOK 67 Oil
FEE $4.00 Lainey Yake
SUBLETTE COUNTY, PINEDALE
COUNTY CLERK
WYOMING
Dorothy Shure

PACIFIC TRANSMISSION SUPPLY COMPANY

By H. G. Cuff
H. G. Cuff, Attorney-in-Fact

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Ora[illegible], a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Cuff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires October 13, 1984

Notary Public in and for said City, County and State

My Commission Expires October 13, 1984

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease:	October 1, 1972
Serial Number:	W-36439
Description:	T32N-R114W, 6th PM Sec. 21: NE/4SE/4 Sublette County, Wyoming

195553

from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

PACIFIC TRANSMISSION SUPPLY COMPANY

RECORDED March 25 1983 1:00 P.M.
B 67 Orig
Page 671
Lou J Yale COUNTY CLERK
COUNTY, PINEDALE, WYOMING
by Dorothy M Ethun

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ROSE
NOTARY PUBLIC
San Francis
My Commission Exp
NIA
ty
3, 1984

Rose Orais
Notary Public in and for said
City, County and State

My Commission Expires October 13, 1984

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease:	October 1, 1972
Serial Number:	W-36439
Description:	T32N-R114W, 6th PM Sec. 21: NE/4 Sec. 22: All Sec. 23: W/2 Sec. 26: NW/4 Sublette County, Wyoming

195454 from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

March 25 1983 1:00 PM
67 Ovs
4-[illegible] Lou J Yale COUNTY CLERK
[illegible] PINEDALE, WYOMING
Dorothy M Thune

PACIFIC TRANSMISSION SUPPLY COMPANY

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires [illegible] 13, 1984

Notary Public and for
City, County and State

My Commission Expires [illegible] 13, 1984

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease:	October 1, 1972
Serial Number:	W-36440
Description:	T32N-R114W, 6th PM Sec. 26: S/2 Sec. 27: W/2, SE/4 Sublette County, Wyoming

193555 from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

March 25 1983 1:00P
7 Ovt 673
Lois J Yeh COUNTY CLERK
SUBLETTE, WYOMING
by Dorothy M Stone

PACIFIC TRANSMISSION SUPPLY COMPANY

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Oct 13

Rose Orais
Notary Public in and for said
City, County and State

My Commission Expires October 13, 1984

674

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated May 14, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only as far as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease:	November 1, 1973
Serial Number:	W-33563
Description:	T32N-R114W, 6th PM Sec. 27: NE/4 Sublette County, Wyoming

195556 from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 2[illegible] day of February, 1983.

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
H. G. Culp Attorney-in-Fact

March 25 1983 1:00 PM
67 Oct
Book 674
$4.00 Lorna J. Yale
SUBLETTE COUNTY, PINEDALE WYOMING
By Deputy

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Ora is, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORA
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Oct 13, 1984

_____
Notary Public and for
City, County and State

My Commission Expires October 13, 1984

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California one hundred (100) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease: May 1, 1971
Serial Number: W-28379
Description: T32N-R114W, 6th PM
Sec. 28: N/2
Sublette County, Wyoming

195557 from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

Signed and executed this 28th day of February, 1983.

PACIFIC TRANSMISSION SUPPLY COMPANY

March 25 1983 1:00PM
67 Ord
4 Lois J Yale COUNTY CLERK
SUBLETTE, PINEDALE, WYOMING
Dorothy McGuire

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Oct 13, 1984

Rose Orais
Notary Public in and for said
City, County and State

My Commission Expires October 13, 1984

676

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release to Natural Gas Corporation of California fifty (50) percent of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease:	May 1, 1971
Serial Number:	W-28379
Description:	T32N-R114W, 6th PM
	Sec. 28: S/2
	Sec. 33: N/2
195558	Sec. 34: All
	Sec. 35: All
	Sublette County, Wyoming

from the surf[illegible] of the earth to the stratigraphic equivalent of the total depth of 11,875' dr[illegible] in the Celeron Federal 21-28 We[illegible] located in the NW/4 Sec. 28, T32N-R1[illegible] 6th PM.

Signed and executed this 28th day of February, 1983.

March 25 [illegible]3 1:00 PM
[illegible] 676
[illegible] COUNTY CLERK
[illegible]TE COUNTY, PINEDA[illegible] WYOMING
Dorothy [illegible]

PACIFIC TRANSMISSION SUPPLY COMPANY

By [illegible]
H. G. C[illegible] Attorney-in-Fact

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Ro[illegible] Frais, a Notary Public in and for said City, County and State, residi[illegible] herein, duly commissioned and sworn, personally appeared H. G. C[illegible], personally known to me (or proved to me on the basis of satisfa[illegible] evidence) to be the person [illegible]e name is subscribed to this instrument as the Attorn[illegible] fact of PACIFIC TRANSM[illegible] SUPPLY COMPANY, and acknowledged to me that h[illegible] subscribed the name of said [illegible]any thereto as principal, and his/her own name as Attorn[illegible] fact and acknowledged to m[illegible] such company executed the same.

IN WITNESS WH[illegible], I have hereunto set my ha[illegible] affixed my official seal the day and year in this certificat[illegible] above written.

OFFICIAL SE[illegible]
ROSE OR[illegible]
NO[illegible]BLIC --
[illegible]ncis
My Comm[illegible]

[illegible]
Notary Public in and for [illegible]d
City, County and State

My Commission Expires [illegible]ctober 13, 1984

RELEASE
OF
OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San isco, California 94105 does hereby releas tural Gas Corporation of California 50) percent of its overriding royalty inte d contingent interest in net profits ed in an Assignment Affecting Record ated May 14, 1980, from Pacific ission Supply Company to Natural Gas C tion of California insofar and only as said interests cover the lease, lands and s described herein, to-wit:

Date of Lease: January 2, 1977
Serial Number: 77-0049
Description: T32N-R114W, 6th PM

Sec. 36: All

195-59 from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875' drilled in the Celeron Federal 21-28 Well located in the NW/4 Sec. 28, T32N-R114W, 6th PM.

and executed this 28th day of February, 1983.

Feb 25 1883 1:00 PM
67 Rec'd PAGE 677
FEES $4 Ann J Yake COUNTY CLERK
COUNTY, PINEDALE, WYOMING
Dorothy M Ethure

PACIFIC TRANSMISSION SUPPLY COMPANY

By H. G. Culp
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Rose Orais, a Notary Public in and for said City, State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/she subscribed the name of said company thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Oct 13

Rose Orais
Notary Public in and for said City, County and State

My Commission Expires October 13, 1984

STATE OF [redacted]

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, ~~and in connection therewith, a road~~ (said pipeline, appurtenances, valves, metering equipment, cathodic equipment ~~and roads~~ being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right of way ~~60~~ 30 feet in width, (50 ft. during original construction) Road permitted during construction ORS

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in ~~title~~, throughout such period as the pipeline is in commercial use. ORS

Grantee may at any time, and upon permanent abandonment of said right of way ~~and removal of all improvements thereon~~, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict ~~or interfere~~ with Grantee's surface or subsurface rights hereunder or disturb its facilities and no ~~road, reservoir, excavation, obstruction or structure~~ shall be constructed, created or maintained on, ~~over, along~~ or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages ~~to Grantor's growing crops and timber~~ caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $1.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee ~~to Grantor's growing crops and timber~~ and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed. ORS

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN Sublette COUNTY, STATE OF Wyoming

See Attached Exhibit "A"

Subdivision	Section	Township	Range	B. & M.
SE¼NE¼	17	27 North	112 West	6th P.M.

Grantor reserves the right to construct and maintain roads (unpaved), ditches, pipelines and fences on or accross the right of way granted above; and similar right to install other facilities upon notice to grantee.

Grantor reserves the right to drill on the right of way granted above, and to erect and use conventional drilling facilities in connection therewith. Grantor agrees to give Grantee 30 days notice prior to such drilling, and to grant alternate right of way if so requested by grantee.

Grantee shall not have the right to erect fences along the right of way nor to permanently alter or remove fences without written consent of Grantor.

Grantee's rights are subservient to the rights previously granted to others.

This grant is made with the provision that Grantor will not be held liable for any claims of any kind or character arising out of or in anywise incident to the construction or operation of a pipe line, with appurtenances thereto, over or through the subject property, performed or authorized by Grantee, its successors, assigns, agents, contractors or employees; and with the provision that Grantee agrees to defend and save harmless the Grantor against any and all such claims and liabilities.

IN WITNESS THE EXECUTION HEREOF THE 28 DAY OF March 19 82, A.D.

by

Witness to Signature(s)

Beneficial Oil Company:

Secretary

Project Big Piney GS
Name Belco-Bird S 16
21026 opo
1951

678

946

679

STATE OF
COUNTY OF

On this 28 day of March ,19 82 , before me appeared Allan R. Scowcroft to me personally known, who being duly sworn, did say that he is the Secretary President of Beneficial Oil Co. , and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires
June 14, 1985

Irene V. Taylor
Notary Public in and for Salt Lake County, State of Utah

March 1[redacted]3

EXHIBIT "A"

NORTHWEST PIPELINE CORPORATION

BELCO - BIRD STATE #3-16 WELL LINE
CROSSING A PORTION OF BENEFICIAL OIL COMPANY PROPERTY
FOR A 60 FOOT RIGHT OF WAY
SECTION 17, TOWNSHIP 27 NORTH, RANGE 112 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 17, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming, being 40 feet Southeasterly and 20 feet Northwesterly of the following described survey line:

Beginning at a point located in the Southeast quarter of the Northeast quarter of Section 17, said point bears North 49° 29' West, a distance of 1249.1 feet from the East quarter corner of said Section 17;

Thence North 60° 33' East, a distance of 50.0 feet;

Thence North 70° 00' East, a distance of 966.0 feet to a point located or the East boundary line of said Section 17, said point being Northerly a distance of 1168.0 feet from the East quarter corner of said Section 17.

The length of the above described survey line is 1016.0 feet, or 61.576 rods, or 0.192 miles.

Dwg. No. 13A761.0-25-1

R/W No. 81751

165565

RECO[illegible] March 28 1983 8:00 A M
IN B[illegible] 2 Book PAGE 678
FEES [illegible] COUNTY CLERK
BLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurie

REGISTER NO.

680

2318-44074-00 ( ) 681 ( )

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-48517

Lease effective date
January 1, 1975

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

OXOCO - Texas, Inc.

Address (*include zip code*)
600 Woodway Tower, 4900 Woodway Drive, Houston, TX 77056

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 29 North, Range 112 West, 6th P.M.
Section 17: SW/4 SE/4
Sublette County, Wyoming

From the surface of the ground down to the stratigraphic equivalent of the total depth drilled in the Federal #1-17 well, being a total depth of 4,840 feet,.
Sublette County, Wyoming

RECORDED March 28 1983 1:00 PM
IN BOOK 67 Ovs PAGE 681
FEES 6.00 Laird Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

195578

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 50%	or	25%
4. Specify interest or percent of operating rights being retained by assignor	50% of 50%	or	25%
5. Specify overriding royalty interest being reserved by assignor			-0-
6. Specify overriding royalty previously reserved or conveyed, if any	Five percent of Eight-Eights of Production (5% of 8/8ths)		

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 11th day of February, 19 83.

TERRA RESOURCES, INC.

F. H. MERELLI (Assignor's Signature) PRESIDENT

P. O. Box 2329
(Assignor's Address)

ATTEST:
WILLIAM H. DAVIS, III SECRETARY

Tulsa (City) Oklahoma (State) 74012 (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 United States any false, [illegible]ious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved [illegible]ctive _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: [redacted] [illegible]ced provided that copies [redacted] [illegible]ductions on one [illegible]t of both sides [redacted] [illegible]ficial 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 _____.
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 17 day of March, 19 83.

OXOCO-Texas, Inc.

Margie M. Graham

(Assignee's Signature)

Margie M. Graham, Vice President

(Assignee's Address)

4900 Woodway Drive, 600 Wooday Tower

Houston (City) Texas (State) 77056 (Zip Code)

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 11th day of February, 1983, by F. H. Merelli, President of Terra Resources, Inc., a Delaware corporation, on behalf of the corporation.

Virginia L. Boots
Notary Public

My Commission Expires: 3-1-86

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing ment was acknowledged before me on this 17th day of March, 1 Margie M. Graham, Vice President of OXOCO-Texas, Inc., a Texas corpo on behalf of the corporation.

Elizabeth C. Homero
Notary Public in and For Harris County, Texas.

My Commission E s: 10/31/84

NOTARY PUBLIC STATE OF TEXAS COUNTY OF HARRIS

683

DV00471 600

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

Lease Serial No.
W-71626

Lease effective date
April 1, 1981

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

TEXACO, INC.

Address (*include zip code*)

P.O. BOX 2100
DENVER, CO 80201

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 39 NORTH - RANGE WEST
Section 12: All
Section 13: W/2; SE/4; N/2 NE/4
Section 14: All

Containing 1,840.00 acres, more or less
~~Teton~~ Sublette County, WY

SAME LAND DESCRIPTION AS ITEM 2

U-7691-D

195529

RECORDED March 28 1983 1:00 P M
IN BOOK 7 Ops PAGE 683
FEES $6 Lana J Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Evans

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	40.00%
4. Specify interest or percent of record title interest being retained by assignor	60.00%
5. Specify overriding royalty being reserved by assignor	NONE
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 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.

RECORDED
COMPARED
INDEXED
ABSTRACTED

Executed this 1st day of October, 1982.
CLAYTON W. WILLIAMS, JR.

BY: [signature] 1451 Larimer Street, Suite 200
(Assignor's Signature) (Assignor's Address)

Thomas S. Gaylord, Attorney-in-Fact
Evidence of Attorney-in-Fact filed
in W-56943 & such authority still
in effect.

Denver (City) CO (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 1983

By [signature] Authorized Officer

Recorded 11 1983 at ck P M
Book 6 of Photo 77-278
Page 2427 20 pd
Clerk

Chief, Oil & Gas Section
(Title)

FEB 18 1983
(Date)

[redacted] [redacted] [redacted]

PAR

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

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of October 1982, personally appeared Thomas S. Gaylord, Attorney-In-Fact for Clayton W. Williams, Jr., 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.

NOTARY PUBLIC

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:
February 18, 1985

Lynn R. Sellers, Notary Public

[illegible] and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropr[illegible] Federal, State, local or foreign agencies, wh[illegible] civil, criminal or regulatory investigati[illegible]utions.

EFFECT OF NO[illegible]ROVIDING [illegible]FORMATION – If all the information is not [illegible]ided, the [illegible]gnment may be rejected.

Bureau of Land Management collects this [illegible]ation pursu[illegible] the law (See 43 CFR 3106-3(c)).

Bureau of Land Management uses the in[illegible]ion to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to re[illegible] this information under provisions of 43 CFR 3106.

685

INSTRUMENT OF SURRENDER

WHEREAS, the undersigned, are/is the present record owner/owners and holder/holders of the Oil and Gas Lease/Leases recorded in the Office of the County Clerk and Recorder of the County of Sublette, State of Wyoming, and described below:

LESSOR AND LANDS IN LEASE	DATE OF LEASE (ASSIGNMENT)	RECORDED BOOK PAGE
WY 01621 State of WY 73-18636 Township 32 North, Range 113 West, 6th P.M. Section 16: N½	January 15, 1976	Book 52 O&G, Page 593

195580

RECORDED March 29 1983 8:00 AM
IN BOOK 67 O&G PAGE 685
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

WHEREAS, under the terms of said lease/leases, lessee is given the right at any time or times to release and surrender all or any portion of said lease/leases and thereafter be relieved of any and all obligations under said lease/leases;

NOW, THEREFORE, the undersigned do/does hereby cancel, release, relinquish, surrender and quitclaim unto the Lessor/Lessors named in said lease/leases, his/her/their/its heirs, successors, representatives and assigns, all of his/her/their/its right, title and interest in and to said lease/leases.

DATED THIS 15th DAY OF March, 1983.

ATTEST:

Michael D. Shepard, Secretary

DEPCO, Inc.

By: K. G. Ranum, Vice President

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1983 by K. G. Ranum, Vice President of a Delaware corporation on behalf of the corporation.

My commission expires:

June 19, 1985

Kenneth L. Engt
Notary Public
1000 Petroleum Bldg.
110 - 16th Street
Denver, Colorado 80202

RETURN TO DEPCO, Inc.
1000 Petroleum Bldg.
Denver, Colorado 80202

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W74295

Lease effective date
March 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

Energetics, Inc.

Address (*include zip code*)

102 Inverness Terrace East, Englewood, CO 80112

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 27 North, Range 110 West
Sublette County, Wyoming

Section 28: E/2

95627

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 30 1983 8:00 AM
IN BOOK 67 Q&S PAGE 686
FEES $8.00 Lois J. Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, 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	0 %
5. Specify overriding royalty being reserved by assignor	5%
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 29th day of Nov, 1982.

(Assignor's Signature)
Joseph Notaro

10 Cypress Lane
(Assignor's Address)

Plainview, N.Y. 11803
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 0 1 1983

By Glenna W. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 04 1983
(Date)

13241 W4-324

FOR ASSIGNEE

686

687

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 _____.
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 9th day of December, 1982.

(Assignee's Signature)

Gene W. Anderson, Vice President - Land

102 Inverness Terrace East
(Assignee's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

ATTEST:

Lou Switzer, Assistant 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.

INSTRUCTIONS

1. *Form* – Use only for assignment of record title 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. *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. *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) Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected

STATE OF COLORADO)
)
COUNTY OF 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 9th day of December, 1982.

Marjorie M Phillips

Marjorie M. Phillips, Notary Public

116 Inverness Drive East
Englewood, Colorado 80112-5397

My Commission Expires:
June 24, 1983

INDIVIDUAL

STATE OF New York)
)
COUNTY OF New York)

On this 29th day of Nov, 1982, before me personally appeared Joseph P. Notaro, 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 his free act and deed.

My Commission Expires

Ruth Liebowitz

Notary Public

RUTH LIEBOWITZ
Notary Public, State of New York
No. 24-2360[illegible] Qual. In Kings Co.
Commission Expires March 30, 1983

688

689

TO:
...LEUM CO.
...BOX 2009
...O, TEXAS 79189

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-64243

Lease effective date
August 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

...gnee's Name

...nited Partnership

...ress (include zip code)

...09, Amarillo, Texas 79189

...dersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby trans- ...assigns to the assignee shown above, the record title interest in and to such lease as specified below.

...ribe the lands affected by this assignment (43 CFR 3101.2-3)

T30N, R113W, 6th Prin. Mer.
Section 7: E½SE¼
Section 18: NE¼NE¼
Sublette County, Wyoming
Containing 120 acres more or less

195680

RECORDED March 31 1983 1:00 PM
IN BOOK 67 Deed PAGE 689
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McGuire

...ty interest or percent of assignor's record title interest being conveyed to assignee	50%
...ty interest or percent of record title interest being retained by assignor, if any	50%
...ty overriding royalty being reserved by assignor	NONE
...ty overriding royalty previously reserved or conveyed, if any	5% of 100%

...y payments out of production have previously been created out of this lease, or if any such payments are being ...ved under this assignment, attach statement giving full details as to amount, method of payment, and other ...ment terms as provided under 43 CFR 3106.

...ed that the obligation to pay any overriding royalties or payments out of production of oil created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable ... United States, aggregate in excess of 17½ 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 ... made in good faith.

...d this 8th day of November, 19 82.

...
(Assignor's Signature)
...John J. Christmann

Suite 800, 1500 Broadway
(Assignor's Address)

Lubbock, Texas 79401
(City) (State) (Zip Code)

...U.S.C., Se... ...001, makes it a crime for any person knowingly and willfully to make to any department or agency of the ...tates any ... fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

...ment approved effective JAN 01 1983

By Glenna M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 17 1983
FOR ASSIG... (Date)

[redacted] [redacted] [redacted]

ART 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 17 day of December, 1982.

MTS LIMITED PARTNERSHIP

Vice President (Assignee's Signature)
Mesa Petroleum Co., General Partner

ATTEST:

Assistant Secretary

P. O. Box 2009
(Assignee's Address)

Amarillo TX 79189
(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.

INSTRUCTIONS

Form — Use only for assignment of record title in... submit, at the time assignment is filed, a signed statement...

STATE OF: Wyoming

COUNTY OF: Sublette

On this 8th day of November, 1982, before me personally appeared John J. Christman

to me known to be the person —, described in, and who executed the foregoing instrument, and who acknowledged to me that — he — executed the same as his free act and deed.

Given under my hand and seal this 8th day of November, 1982.

Commission Expires: July 20, 1985

Carol V. Lyal
Notary Public

NOTARY PUBLIC WYOMING

...rence ... 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.

NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-62791

Lease effective date May 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Name See Exhibit "A" attached hereto and made a of for Assignees

See Exhibit "A"

...as owner of 84.198% percent of the record title of the above-designated oil and gas lease, hereby trans- to the assignee shown above, the record title interest in and to such lease as specified below.

Lands affected by this assignment	Assignment approved as to lands described below
North, Range 111 West Lots 3,4,E/2SW/4 North, Range 111 West Lots 1,2, E/2NW/4 W/2SE/4 North, Range 112 West E/2 of Lot 1, Lots 3,4,6,7 SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 ...nty, Wyoming.	**195683** **CERTIFIED** to be a true and comparative copy of the official records on file MAR 22 1983 BUREAU OF LAND MANAGEMENT RECORDED April 1 1983 2:00 P.M. IN BOOK 67 Oil PAGE 691 FEES 9.25 Lois J. Yeh COUNTY CLERK SUBLETTE COUNTY CLERK by Dorothy McKinnie

...est or percent of assignor's record title interest being conveyed to assignee	TRACT I TRACT II	71.6858% 76.9224%
...or percent of record title interest being retained by assignor, if any	TRACT I TRACT II	12.5122% 7.2756%
...ding royalty being reserved by assignor		None
...ding royalty previously reserved or conveyed, if any	TRACT I TRACT II	11.5137% 7.0000%

...s out of production have previously been created out of this lease, or if any such payments are being ... this assignment, attach statement giving full details as to amount, method of payment, and other ... as provided under 43 CFR 3106.

...the obligation to pay any overriding royalties or payments out of production of oil created herein, ...ct to overriding royalties or payments out of production previously created and to the royalty payable ..., aggregate in excess of 17½ percent, shall be suspended when the average production of oil per ...aged on the monthly basis is 15 barrels or less.

...the statements made herein are true, complete, and correct to the best of my knowledge and belief ...d faith.

...day of , 1982.

...Assignor's Signature
...Morrison, Vice President-Land

102 Inverness Terrace East
(Assignor's Address)

...Asst. Secretary

Englewood, Colorado 80112
(City) (State) (Zip Code)

...Sec. 1001, makes it a crime for any person knowingly and willfully to make ... any department or agency of the ...ed States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

...d effective ... By ...
(Authorized Officer)

(Title) (Date)

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE
SERIAL NUMBER USA-W-62791, DATED 10-28, 1982.

	Before Payout	After Payout
[illegible] Road [illegible]k, Colorado 80104	.936100%	.624100%
[illegible], Inc. [illegible] Drive [illegible] 80401	.295800%	.197200%
[illegible] 1980 Year-End Limited Partnership [illegible] Drive East [illegible], Colorado 80112	46.179500%	30.786300%
[illegible] Limited Year-End Partnership [illegible] Drive East [illegible], Colorado 80112	4.499900%	2.999900%
[illegible] 1980 Oil & Gas Program [illegible]western [illegible] Building [illegible] Box [illegible] [illegible], Montana 59107-1515	10.656700%	5.328400%
[illegible] 1980-B [illegible] [illegible] Highway [illegible] [illegible]polis, Minnesota 55416	9.117800%	4.558900%

[illegible] to Assignment of Overriding Royalty from Energetics, Inc. to Energetics [illegible] Limited Partnership and MM&S Partners, dated July 15, 1982, and in [illegible]nce with [illegible] Agreement, said overriding royalty interests are convertible, [illegible]ut of the Federal #30-31 Well, to the following working interests.

[illegible] [illegible] East [illegible], Colorado 80112	-0-	7.041900%
[illegible] Capital Limited Partnership [illegible] Drive East [illegible], Colorado 80112	-0-	25.385700%

State of COLORADO)
) SS
County of ARAPAHOE)

The foregoing instrument was acknowledged before me by [illegible], Vice President-Land, [illegible], this 28th day of October, 1983.

Witness my hand and official seal.

[illegible]
Title of officer
[illegible], Englewood, Co 80112

My Commission Expires: March 1, 1985

BUREAU OF LAND MANAGEMENT

142

[illegible] Rock [illegible]wolfenberger Road [illegible] Rock, [illegible]orado 80104		.624100%
[illegible]ead Exploration, Inc. [illegible] Colorado Drive [illegible] 8[illegible]		.197200%
[illegible] Year-End Limited Partnership [illegible] Drive East [illegible], [illegible]rado [illegible]112		30.[illegible]6300%
[illegible] Limited Year-End Partnership [illegible] Drive East [illegible], [illegible]rado [illegible]2		2.[illegible]900%
[illegible]	Oil & Gas Program [illegible]ing	5.[illegible]00%
[illegible] [illegible] [illegible]1515 [illegible], Montana 59[illegible]/-1515		
[illegible]ergy Program 1980-8 [illegible]dale Plaza [illegible]outh Highway 100 [illegible]olis, Minnesota 55416		4.[illegible]900%
[illegible]artners [illegible]ivernes[illegible] Drive [illegible] [illegible], Co[illegible]rado [illegible]2		7.[illegible]00%
[illegible]	Partnership	25.385700%

[illegible] be a [illegible]
of the [illegible]

[illegible]RTIFIED
[illegible]d comparative copy
[illegible]l records on file

[illegible] 28 1983

[illegible]REAU OF [illegible]D MANAGEMENT

[redacted] [redacted] [redacted] 30-31

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE #W-62791

DISTRICT LAND OFFICE Land Office, Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Energetics, Inc., 102 Inverness Terrace East, Englewood, Colorado 80112, (hereinafter called Assignor), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and set over without warranty, express or implied, overriding royalty unto the following parties in the

	ADDRESS	PERCENT
[illegible] LIMITED PARTNERSHIP	102 Inverness Terrace East Englewood, Colorado 80112	3.5375%
	102 Inverness Terrace East Englewood, Colorado 80112	.9812%

a total of an undivided 4.5187%* overriding royalty on all of oil and other hydrocarbon substances that may be produced, saved and marketed from the described lands situated in Sublette County, State of Wyoming, under designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 30 North, Range 111 West
Section 31: Lots 3,4, E/2SW/4

containing 160.00 acres, more or less.

*Working interest after payout of the Federal #30-31 Well.

Executed this day of , 1982.

ENERGETICS, INC.

BY: [signature]
Gene W. Anderson, Vice President-Land

Attest: Assistant Secretary

195684

RECORDED April 1 1983 8:00 A.M.
IN BOOK 67 Misc PAGE 694
FEES $4.25 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McGuire

STATE OF)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of , 1982, by as Vice President-Land of Energetics, Inc. on behalf of said corporation.
Witness my hand and official seal.

[signature]
Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

My commission expires

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

694

695

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 29 A 12:25

FORM APPROVED
OMB NO. 42-R1500

Lease Serial No.
W 35399

Lease effective date
July 1, 1972

FOR BLM OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

[illegible] "A" attached hereto and made a part hereof
[illegible] interests of Assignee's

[illegible] hereto and made a part hereof

[illegible] 100 percent of the record title of the above-designated oil and gas lease, hereby trans-
[illegible] above, the record title interest in and to such lease as specified below.

[illegible] assignment (43 CFR 3101.2-3)

[illegible] 11 West, 6th P.M.
[illegible] N½
[illegible] 320.0 acres, more or less
[illegible] County, Wyoming

195685

RECORDED April 1 1983 8:00 A.M.
IN BOOK 67 Oil & Gas PAGE 695
FEES $12.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Kline

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

[illegible] 's record title interest being conveyed to [illegible] signee	17.1892%
[illegible] title interest being retained by assignor, if any	82.8108%
[illegible] ed by assignor	None
[illegible] reserved or conveyed, if any Seven Percent (7%) of 8/8ths	7%

[illegible] previously been created out of this lease [illegible] if any such payments are being [illegible] statement giving full details as to amount [illegible] method of payment, and other [illegible] FR 3106.

[illegible] to pay any overriding royalties or payments out [illegible] production of oil created herein, [illegible] or payments out of production previous[illegible] ted and to the royalty payable [illegible] of 17½ percent, shall be suspended wh[illegible] average production of oil per [illegible] is 15 barrels or less.

[illegible] herein are true, complete, and correct to [illegible] of my knowledge and belief

, 1981

102 Inverness Terrace East
(Address)

[illegible] Officer - Executive Vice President
[illegible] 065500

Englewood, Colorado 80112
(City) (Zip Code)

ATTEST:
[illegible] Scott, Assistant Secretary

[illegible] for any person knowingly and willfully to [illegible] any department or agency of the [illegible] statements or representations as to any matter within its jurisdiction

[illegible] UNITED STATES OF AMERICA

By [illegible]
(Authorized Officer)

APR [illegible] 1983

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

[illegible] THAT

[illegible] qualified majority

[illegible] of the United States Partnership

[illegible] Individual Municipality Association X [illegible] If other than an individual, [illegible] qualifications are attached. If previously furnished, identify the serial number [illegible] N56800

[illegible] direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 acres [illegible] and leases in the same State, or 300,000 chargeable acres in leases and options in [illegible] Alaska.

[illegible] not the sole party in interest in this assignment. Information as to interest of [illegible] must be furnished as provided in the regulations (43 CFR 3106).

[illegible] attached.

[illegible] that, upon approval of this assignment by the authorized officer of the Bureau of Land [illegible] bound by the terms and conditions of the lease described herein as to the lands covered [illegible] including, but not limited to, the obligation to pay all rentals and royalties due and [illegible] condition all wells for proper abandonment, to restore the leased lands upon completion of [illegible] prescribed in the lease, and to furnish and maintain such bond as may be required by [illegible] accordance with the terms and conditions of the lease and the applicable regulations.

[illegible] That the statements made herein are true, complete, and correct to the best of [illegible] knowledge and belief and are made in good faith.

[illegible] 19[illegible]

[illegible] Partners

(Signature)

[illegible] P.D. Maher, As General Partner

[illegible] Robert L. [illegible], As General Partner

(Assignee' Address)

By: Jordan R. Smith, As General Partner
102 Inverness Terrace East
Englewood, CO 80112
(City) (State) (Zip Code)

[illegible] crime for any person knowingly and willfully to make to any department or agency of the [illegible] any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Acknowledgment)

State of COLORADO)
) SS
County of ARAPAHOE)

The foregoing instrument was acknowledged before me by P.D. Maher, Executive Vice President, Energetics, Inc., this 28th day of ~~October~~ September, 19 81.

Witness my hand and official seal.

Title of officer

My Commission Expires: My Commission Expires Aug. 7, 1984

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 information required by this assignment and [illegible] for approval.

AUTHORITY: 30 U.S.C. 181 et seq.

PRINCIPAL PURPOSE: The information is to be used to process the assignment and regulate its approval.

ROUTINE USES:

1. The adjudication [illegible] rights to the land or resources.
   Documentation [illegible] terms made on land [illegible] the management, inspection and use of public lands and resources.
   Transfer to appropriate federal, state or local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.
   Information from the record and the record will be [illegible] to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

[illegible]

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

696

697

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1981 DEC 29 A 12 25

A. [illegible] CERTIFIES THAT

[illegible] is over the age of majority

[illegible] is a citizen of the United States

[illegible] is [illegible] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, [illegible] statement of its qualifications are attached. If previously furnished, identify the serial number of [illegible] filed 31601.

[illegible] 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 [illegible] District in Alaska.

[illegible] [X] is not the sole party in interest in this assignment. Information as to interests of other [illegible] in this assignment must be furnished as provided in the regulations (43 CFR 3106). [illegible] is attached.

[illegible] 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 [illegible] including, but limited to, the obligation to pay all [illegible] and royalties due and accruing [illegible] lease [illegible] wells for proper abandonment, to restore [illegible] leased lands upon completion of any [illegible] in the lease, and to furnish and maintain [illegible] bond as may be required by the [illegible] compliance with the terms and conditions of the lease and applicable regulations.

[illegible] CERTIFIED [illegible] the statements made herein are true, correct and correct to the best of under- [illegible] knowledge and belief [illegible] are made in good faith.

[illegible] day of [illegible], 19[illegible]

[illegible] MOUNTAIN [illegible] INC.

[illegible] 104 Inverness Terrace East, Suite 111

(Assignee's Signature) (Assignee's Address)

[illegible] Vice President-Land

Englewood, Colorado 80112

(City) (State) (Zip Code)

[illegible] Section [illegible], makes [illegible] any false, [illegible] crime for any person knowingly and willfully to make to any department or agency of the [illegible] fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

[illegible] of record [illegible] than one assignment [illegible] of a [illegible] separate instrument of transfer [illegible] for each assignment.

[illegible] three (3) completed [illegible] appropriate BLM office. [illegible] must accompany the [illegible] ninety (90) days after [illegible]

[illegible] assignment, if approved, [illegible] month following the [illegible] Assignee's qualifications [illegible] with the regulations [illegible] it must be furnished [illegible] assignment.

[illegible] — If assignee is not [illegible] in the assignment, assignee must [illegible] assignment is filed, a signed statement giving the name [illegible] of any other parties who will have an interest in the [illegible]. 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 [illegible] nature of agreement between them, if oral, and a copy of the agreement, if written.

5. [illegible] — Approval of assignment of a definitely described portion of the leased lands creates separate leases [illegible] 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

[illegible] Act of 1974 and the regulation in 43 C[illegible] 2(d) [illegible] you be furnished the following information in [illegible] with information required by this assignment and [illegible] approval.

AUTHORITY. 30 U.S.C. 181 et. seq.

[illegible] PURPOSE — The information is to [illegible] assignment and request for approval.

ROUTINE USES: [illegible]

(1) The [illegible] application of the assignee's rights to [illegible] or [illegible]

(2) Documentation for public information in support [illegible] on land status records for the management, [illegible] and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when [illegible] required prior to granting a right [illegible] public lands [illegible] resources.

(4)(5) Information from the record and/or the record [illegible] be [illegible] to appropriate Federal, State, [illegible] or [illegible] agencies, when relevant to civil, [illegible] or [illegible] investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If [illegible] information is not provided, the assignment may be rej[illegible]

CERTIFIED

to be a true and comparative copy of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE SERIAL
NUMBER W-35399, DATED [illegible], 1981

ALL MEN BY THESE PRESENTS:

[illegible]AT ENERGIES, INC., a Colorado Corporation of 102 Inverness [illegible] East, Englewood, Colorado 80112, herein after referred to as [illegible]nor" for and in consideration of the sum of Ten Dollars ($10.00) [illegible] other valuable considerations, the receipt and sufficiency of [illegible] is hereby acknowledged does hereby assign, transfer, set over [illegible]vey unto:

[illegible]artn[illegible] [illegible] Inverness Terrace East [illegible]wood, Colorado 80112	- an undivided	16.80%
[illegible] Mountain Oilfinders, Inc. [illegible] Inverness Terrace East [illegible] 111 [illegible]wood, Colorado 80112	- an undivided	.3892%

1981 DEC 3 A 12 25 0

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT

648

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE TO OIL AND GAS LEASE SERIAL NUMBER W-35399, DATED [illegible], 1981

[illegible] hereinafter called Assignee's, a total undivided 17.1892% of [illegible] the above designated oil and [illegible] together with an identical interest in and to all of the personal [illegible] fixtures, pipelines, equipment and improvements now thereon, appurtenant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto [illegible] processed thereon, and all other appurtenances thereunto belonging. Subject to [illegible] agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and [illegible] 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, [illegible] expressed or implied and shall be effective to include first production.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 29 A 12:25 0

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No. W 59776

Lease effective date September 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No

195686

Name

Street

City

Inverness Terrace East
Englewood, Colorado 80112

[illegible] 99.78 percent of the record title of the above-designated oil and gas lease, hereby trans- [illegible] shown above, the record title interest in and to such lease as specified below.

[illegible] assignment

[illegible] 111 West, 6th P.M.

[illegible]

[illegible] 40.00 acres more or less in [illegible], Wyoming

[illegible] made subject to the [illegible] provisions of that [illegible] dated August 22, [illegible] MMS Partners, et al, [illegible] Kiser, et al, as [illegible], Inc.

Assignment approved as to lands described below

RECORDED April 1 1983 8:00 A M
IN BOOK 67 Q&G PAGE 700
FEES $6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Stevie

SAME LAND DESCRIPTION AS ITEM 2

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of the official records on file
MAR 22 1983
BUREAU OF LAND MANAGEMENT

[illegible] assignor's record title interest being conveyed to assignee	7.0754%
[illegible] record title interest being retained by assignor, if any	91.9042%
[illegible] being reserved by assignor	None
[illegible] previously reserved or conveyed, if any Seven Percent (7%) of 8/8ths	7.00%

[illegible] have previously been created out of this lease, or if any such payments are being [illegible], attach statement giving full details as to amount, method of payment, and other [illegible] 43 CFR 3106

[illegible] any overriding royalties or payments out of production of oil created herein, [illegible] royalties or payments out of production previously created and to the royalty payable [illegible] in excess of 17½ percent, shall be suspended when the average production of oil per [illegible] basis is 15 barrels or less.

[illegible] made herein are true, complete, and correct to the best of my knowledge and belief

[illegible], 19[illegible]

[illegible]
(Signature)

102 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

ATTEST:
[illegible]
[illegible]

[illegible]juerite S. Scott, [illegible]ssistant Secretary

[illegible] a crime for any person knowingly and willfully to make to any department or agency of the [illegible] fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

[illegible], 1982

By Norma W. Lane
(Authorized Officer)

Chief Oil &
Gas Section
(Title)

16 1982

700

ORIGINAL

701

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

I CERTIFY THAT

[illegible] the age of majority

[illegible] the United States Partnership

[illegible] Municipality Association [illegible] XXXXXXXXXX. If other than an individual, [illegible] qualifications are attached. If previously furnished, identify the serial number of [illegible] #056800.

[illegible] direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in leases in the same State, or 300,000 chargeable acres in leases and options in each [illegible]

[illegible] the sole party in interest in this assignment. Information as to interests of other [illegible] must be furnished as provided in the regulations (43 CFR 3106). [illegible] attached.

[illegible] approval of this assignment by the authorized officer of the Bureau of Land Management [illegible] the terms and conditions of the lease described herein as to the lands covered by [illegible] including, but not limited to, the obligation to pay all rentals and royalties due and accruing [illegible] wells for proper abandonment, to restore the leased lands upon completion of any [illegible] in the lease, and to furnish and maintain such bond as may be required by the [illegible] the terms and conditions of the lease and the applicable regulations.

[illegible] statements made herein are true, complete, and correct to the best of under- [illegible] are made in good faith.

[illegible], 19[illegible].

[illegible] In Fact

102 Inverness Terrace East

(Assignee's Address)

Englewood, Colorado 80112

(City) (State) (Zip Code)

[illegible] for any person knowingly and willfully to make to any department or agency of the [illegible] statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

State of COLORADO)
) SS
County of ARAPAHOE)

The foregoing instrument was acknowledged before me by Gene W. Anderson, Vice President Land, Energy, Inc., this 16th day of December, 1981.

Witness my [illegible] and official seal.

[illegible]
Title of [illegible]

My Commission Expires: My Commission Expires Aug. 7, 1984

NOTICE

[illegible] Act of 1974 and the regulation in 43 CFR [illegible] 68(d) [illegible] that you are furnished the following information in [illegible] with transaction required by this assignment and [illegible] for approval.

AUTHORITY 30 U.S.C. 181 et. seq

PURPOSE — The information is to [illegible] assignment and request for approval.

USES

[illegible] adjudication of the assignment to public [illegible] resources.

[illegible] documentation for public information [illegible] to be made on land status records for the [illegible] sale, and use of public lands and resources [illegible] transfer to appropriate Federal agencies [illegible] as required prior to granting a right [illegible] or resources.

[illegible] information from the record and [illegible] transferred to appropriate Federal, State [illegible] agencies [illegible] to assist [illegible] in [illegible] investigations or prosecutions.

[illegible]

CERTIFIED

to be a true and comparative copy [illegible] the official records on file

MAR 22 1983

BUREAU OF LAND MANAGEMENT