UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 29 A 12 25.0

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No. [redacted]

Lease effective date

October 1, 1972

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

PART I

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

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

The undersigned, as owner of 100 certain 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)

T. 27 N., R. 111 West, 6th P.M. - Tract I Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,750 feet as penetrated by the Federal #30-23 well in Section 23, T27N-R111W, 6th P.M.

T. 27 N., R. 111 West, 6th P.M. - Tract II Limited in depth from the base of the stratigraphic equivalent of a depth of 5,500 feet to the base of the stratigraphic equivalent of a depth of 11,750 feet as penetrated by the Federal #30-23 well in Section 23, T27N-R111W, 6th P.M.

containing 1,280.00 acres more or less in Sublette County, Wyoming.

This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated November 3, 1978 by and between True Oil Company as Farmor and [illegible], Inc., as Farmee.

Percentage interest or percent of operating rights being conveyed to assignee's	10.31352%
Percentage interest or percent of operating rights being retained by assignor	49.68648%
Amount of overriding royalty interest being reserved by assignor	None
Amount of overriding royalty previously reserved or conveyed, if any	Two Percent (2%) of 60% 1.2

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

195687

Executed this day of , 1981

RECORDED April 1 1982 8:30 AM
IN BOOK 68 Misc
PAGE 1
FEES 12.25
SUBLETTE COUNTY CLERK
By Dorothy McGuire
DEPUTY CLERK

[illegible]
(Assignor's Signature)

102 Inverness Terrace East
(Assignor's Address)

[illegible] - Executive Vice President

ATTEST: [illegible] file under 065500

Marguerite S. Scott, Assistant Secretary

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

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

THE UNITED STATES OF AMERICA

This assignment approved effective APR 23 1982

By Alma M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 23 1982
(Date)

*Exact reproductions on one [illegible] as office

VAL

PART II

...S APPLICATION FOR APPROVAL OF TRANSF... OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

...RTIFIES THAT
...s over the age of majority
...s a citizen of the United States
...is ___ Individual ___ Municipality ___ Association X Corporation Partnership XXXXXXXX If other than an individual, ... qualifications are attached. If previously furnished, identify the serial number of ... which filed XXXXXXXXXXXXXXXXXXXXXXXXXXXX. W56800
...interests, direct and indirect, do not exceed 200,000 acres in oil and gas options 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 in Alaska.
...is ... not the sole party in interest in this assignment. Information as to interests of ... in this assignment must be furnished as provided in the regulations (43 CFR 3106). ... or 323 form is attached.

...EES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) ... of the Bureau of Land Management, he will be bound by the terms and conditions of the ... herein as to the lands covered by this assignment, including, but not limited to, the obligation to ... all operations on the leased lands in accordance with the terms and conditions of the lease, to condition ... the proper abandonment ... restore the leased lands upon completion of any drilling operations as ... the lessor pursuant to the lease and to furnish and maintain such bond as may be required by the lessor pursuant to the ... (43 CFR Part 3106).

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

...dated ..., 19 81.

...Assignee's Typed Name and Title

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

...Typed Name and Title of Assignor's Partner

...Section 1001, makes it a crime for any person knowingly and willfully to make 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 Patrick D. Baker, Executive Vice President, Enserch, Inc., this 28th day of September, 1981.

With my hand and official seal.

Notary Public

My Commission Expires ... My Commission Expires Aug. 7, 1984

...of 1974 and the regulation in 43 CFR 2... be furnished the following information ... information required by this assignment ... approval.

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

...RPOSE – The information is to be used ... assignment and request for approval.

...lication of the assignee's rights to the land ...
...ation for public information in support of ... on land status records for the management ... and use of public lands and resources.
... to appropriate Federal agencies when concurrence ... required prior to granting a right in public ... resources.
...ation from the record and/or the record will be referred to appropriate Federal, State, local ... agencies, when relevant to civil, criminal ... investigations or prosecutions.

... PROVIDING INFORMATION – If all the information ... provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 22 1983
BUREAU OF LAND MANAGEMENT

PART II

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

1981 DEC 29 A 12: 25 0

...United States
...Municipality ___ Association X Corporation. If other than an individual, ...statement of qualifications are attached. If previously furnished, identify the serial number of ...[illegible].

...direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 charge-...in the same State, or 300,000 chargeable acres in leases and options in each ...

...the sole party in interest in this assignment. Information as to interests of ...assignment must be furnished as provided in the regulations (43 CFR 3106). ...$2,000 ...bond.

...The ...approval of this transfer of operating rights and/or operating agreement (sublease) ...Bureau of Land Management, he will be bound by the terms and conditions of the ...interests covered by this assignment, including, but not limited to, the obliga-...operations on the leasehold in accordance with the terms and conditions of the lease, to condi-...agreement, to restore the leased lands upon completion of any drilling operations as ...lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the ...R 3104.).

...that the statements made herein are true, complete, and correct to the best of under-...and belief and are made in good faith.

..., 19 .

...ENERGY, INC.

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

...President-Land

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

...section for any person knowingly and willfully to make to any department or agency of the ...fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

...assignment of operating rights ...oil and gas leases. If ...accompanied by an operating ...agreement *must* be sub-...than one transfer of ...lease, a separate instru-...assignment.

...Form 3) completed and ...appropriate BLM office. A ...*must* accompany this ...ninety (90) days *after* ...

...This assignment, if ap-...the month following ...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

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

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

...PURPOSE — The information is to be used to ...the assignment and request for approval.

...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.

...OF NOT PROVIDING INFORMATION — If all the in-...is not provided, the assignment may be rejected.

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

MAR 22 1983

BUREAU OF LAND MANAGEMENT

U.S. Government Printing Office-1980-677-655/405

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-36422, DATED [illegible], 1981

KNOW ALL MEN BY THESE PRESENTS:

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

	Tract I and Tract II Lands
[illegible] Partners [illegible] Inverness Terrace East Englewood, Colorado 80112	- an undivided 10.08%
Rocky Mountain Oilfinders, Inc. [illegible] Inverness Terrace East Suite 111 Englewood, Colorado 80112	- an undivided .23352%

DEC 22 1981

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 WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER U-36422, DATED _____, 1981

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

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

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

RECEIVED
BLM
82 MAR 24 PM 12:36
OFFICE

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

MAR 22 1983

BUREAU OF LAND MANAGEMENT

6

Federal #10-28 Well
Bird Butte

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
USA-W-62117

Lease effective date
February 1, 1978

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

PART I

195688

1. Assignee's Name
NM&S Partners

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

RECORDED April 1 1983 8:00 AM
IN BOOK 2 Misc
PAGE 6
FEES $
Lucy York COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McShane

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: NW/4, N/2SW/4, SE/4SW/4
Containing 280.00 acres more or less in Sublette County, Wyoming.
Limited in depth from the surface to 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 Wiles, Edward H. Judson, W. D. Anderson & Sons and Energetics, Inc. dated February 15, 1980.

3. Specify interest or percent of operating rights being conveyed to assignee	24.0833%
4. Specify interest or percent of operating rights being retained by assignor	75.9167%
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

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement 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 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 29th day of November, 1982, but effective as of the date of first production from the Federal #10-28 well located in the NW/4 of Section 28, T27N-R111W, Sublette County, Wyoming.

Energetics, Inc. — 102 Inverness Terrace East
(Assignor's Name) (Assignor's Address)

By: P. D. Maher,
Executive Vice President

ATTEST: Englewood, Colorado 80112
Marguerite S. Watt, Assistant Secretary (City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA
CERTIFIED
to be a true and comparative copy
of official records on file

Assignment approved effective MAR 22 1983

By _____
(Authorized Officer)

BUREAU OF LAND MANAGEMENT

[redacted] [redacted]
(Date)

State of COLORADO)
) SS
County of ARAPAHOE)

The foregoing instrument was acknowledged before me by P.D. Maher, Executive Vice President, Energetics, Inc., this 25th day of September, 1981.

Witness my hand and official seal.

Francis Surtz
Title of officer

My Commission Expires: Aug. 7, 1984

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-54136

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That MARGARET P. MORSE, 2304 14th Street, Gulfport, Mississippi 39501

....., Assignor (whether one or more) for the sum of Dollars ($10) 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 to the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
SAM V. MORSE	P. O. Drawer HH Gulfport, MS 39501	Five percent of eight-eighths (5% of 8/8ths)

CERTIFIED
to be a true and complete copy
of the official record on file
MAR 14 1983
Shirley Fisher
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1983 MAR 14 A 9 41 5
RECEIVED
PINEDALE, WYOMING

for in all a total of an undivided five percent of eight-eighths (5% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublett County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

TOWNSHIP 27 NORTH, RANGE 111 WEST, 6th P.M.

Section 14: All

Section 15: S/2

95702

RECORDED April 4 1983 8:00 AM
IN BOOK 68 Oil & Gas PAGE 8
FEES $6.00 Dorothy M. Thurie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 960.00 acres, more or less.

WITNESS our hands this 8th day of November, 1979

Witnesses:

Margaret P. Morse
MARGARET P. MORSE

STATE OF MISSISSIPPI }
COUNTY OF HARRISON } ss.

On the 8th day of November, 19 7 before me personally appeared MARGARET P. MORSE to me known to be the identical person described in and who executed the within instrument, who duly acknowledged to me that she executed the same.

[illegible]
Notary Public

My Commission Expires: 8/6/80 (SEAL)

Residing in Harrison County, Mississippi

Form No. 8 [illegible] Company

Liam # 1102 (W-54136)

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to Sam V. Morse
SAM V. MORSE

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

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

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

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

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

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

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

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

10

IENT OF OVERRIDING ROY FECTING

L D STATES OIL AND GAS LEASE

DISTRICT LAND OFFICE Cheyenne

NOW ALL MEN BY THESE PRESENTS, That SAM V. MORSE, P. O. Drawer HH, Gulfport, Mississippi 39501

....., 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 is hereby acknowledged, does convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Margaret P. Morse	2304 14th Street Gulfport, MS 39501	Five percent of eight-eighths (5% of 8/8ths)

CERTIFIED to be a true and correct copy of the official record

MAR 14

BUREAU OF LAND MANAGEMENT

FILED MAR 14 9 41 AM

in all a total of an undivided five percent of eight-eighths (5% of 8/8ths) .....

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

Township 27 North Range 111 West, 6th P.M.
Sublette County Wyoming
Section 4: All
Section 15: S

703

RECORDED April 4 1977 3 & 20 M
IN BOOK 68 Oil GE 423
FEES $6.00 Lois J Yeck COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Dorothy Stone

Containing 960.00 acres, more or less.

IN WITNESS our hands this 7th day of September, 1976

Witnesses:

SAM V. MORSE

STATE OF Mississippi
} ss.
COUNTY OF Harrison

On the 27th day of September, 1976 before me personally appeared SAM V. MORSE to me known to be the identical person described in and who executed the foregoing instrument, who duly 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

Residing in Harrison Mississippi

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s : :

1. Each of undersigned (if mo an one) is a native born citizen of the United Stat er the age of 21 years.

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

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

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

ness: Assignee:

..... as to Margaret P. Morse
MARGARET P. MORSE

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

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

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

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

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

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

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

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

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

BUREAU OF LAND MANAGEMENT
CERTIFIED
93-1

RETURN TO:
MESA PETRO[illegible] CO.
P. O. BO[illegible]
AMARILLO, TEXAS 79189

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. [illegible] 181–263)

Liberty Petroleum Corporation
500 Fifth Ave., Suite 1425
New York, New York 10110

W-77638
(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 33 N, R 115 W, 6th Prin Mer
Sec 14: S½

195730

RECORDED April 5 1983 3:04 PM
IN BOOK 68 Misc PAGE 12
FEES $18.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

containing a total of **160.00** acres	Annual Rental . . . . . $ **160.00**

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:

LIBERTY PETROLEUM CORPORATION

Signature/Lessee Signature)

Olga Klurfeld

President
(Title)

(Attorney-in-fact or Agent's Signature)

(Dated), 1982

THE UNITED STATES OF AMERICA

By Alberta M. Lane
(Signature of Signing Officer)
Chief, Oil &
Gas Section
(Title)

SEP 21 19[illegible]
(Date)

Effective date of lease: OCT [illegible]

[illegible] The lessee is granted the [illegible]privilege to drill for, mine, extract, remove, [illegible] the oil and gas deposits, except helium gas, [illegible]ased, together with the right to construct and [illegible]ain all works, buildings, plants, waterways, [illegible] or telephone lines, pipelines, reservoirs, tanks, [illegible] or other structures necessary to the full enjoy[illegible] a period of 10 years, and so long thereafter as [illegible]ducted in paying quantities, subject to any unit [illegible]ation or hereafter approved by the Secretary of [illegible] provisions of said agreement to govern the lands [illegible] are inconsistent with the terms of this lease. [illegible]see agrees

[illegible] to file any bond required by this lease and [illegible]ations and until such bond is filed not to enter [illegible] this lease. (2) To maintain any bond furnished [illegible] a condition for the issuance of this lease. (3) [illegible] a sum double the amount of $2 per acre an[illegible]ot less than $1,000 nor more than $10,000, [illegible] of any part of the leased land within the [illegible]ucture of a producing oil or gas field. (4) [illegible]ing commencement of drilling operations and main[illegible]hereafter as required by the lessor a bond in [illegible] $10,000 with approved corporate surety, or [illegible]ited States bonds as surety therefor, conditioned [illegible] the terms of this lease, unless a bond in [illegible] being maintained or unless such a bond [illegible]erator of the lease is accepted. (5) Until a [illegible] is filed to furnish and maintain a bond in [illegible] of less than $1,000 in those cases in which [illegible] by law for the protection of the owners of sur[illegible]eu 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] is committed to an approved unit or coop[illegible]h plan is terminated prior to the expiration [illegible] days of demand made thereafter, to sub[illegible]erate under such reasonable cooperative or [illegible]development and operation of the area, field, [illegible]hereof embracing the lands included herein as [illegible] Interior may then determine to be practicable [illegible]sonable, which plan shall adequately protect [illegible]ties in interest, including the United States.

[illegible] To drill and produce all wells necessary to [illegible]ald from drainage by wells on lands not the [illegible]sor, or lands of the United States leased at a [illegible] as to which the royalties and rentals are [illegible] than are those of this lease; or in lieu [illegible]drilling and production, with the consent of [illegible] Geological Survey, to compensate the lessor [illegible] for the estimated loss of royalty through [illegible]unt determined by said Director, (2) at the [illegible]ee, to drill and produce other wells in con[illegible]dem of well spacing or production allotments [illegible] area in which the leased lands are situated, [illegible] and sanctioned by applicable law or by the [illegible] Interior, and (3) promptly after due notice in [illegible] produce such other wells as the Secretary of [illegible] reasonably require in order that the leased [illegible] properly and timely developed and produced in [illegible] and operating practice.

[illegible] *royalties.*—(1) To pay rentals and royalties [illegible]ase of production removed or sold from the [illegible] as follows

[illegible] the lessor in advance an annual rental at [illegible] [illegible] are wholly outside the known geologic struc[illegible] of a producing oil or gas field:

[illegible] each lease year a rental of $1.00 per acre [illegible]ction of an acre

[illegible] are wholly or partly within the known geo[illegible]e of a producing oil or gas field,

[illegible]ning with the first lease year after 30 days' [illegible]ice that all or part of the land is included in [illegible] a structure and for each year thereafter, [illegible] to a discovery of oil or gas on the lands [illegible] $2 per acre or fraction of an acre.

[illegible] this lease is committed to an approved coop[illegible]rative or unit plan which includes a well capable [illegible] producing oil or gas and contains a general [illegible]sion for allocation of production, the rental [illegible]ibed for the respective lease years in sub[illegible]paragraph (a) of this section, shall apply to the [illegible]eage not within a participating area.

[illegible] Commencing with the lease year begin[illegible] discovery on the leased land, to pay the lessor [illegible] a minimum royalty of $1 per acre or fraction [illegible]ereof, per lease year, or the difference [illegible]een royalty paid during the year if less than $1 [illegible] prescribed minimum royalty of $1 per acre, [illegible] this lease is unitized, the minimum royalty shall [illegible] the participating acreage and rental shall be [illegible] nonparticipating acreage as provided in subpara[illegible]ph.

[illegible]—(1) To pay the lessor 12½ percent [illegible]ction removed or sold from the leased lands [illegible]rdance with the Oil and Gas Operating Regula[illegible]

[illegible] Agreed that the Secretary of the Interior [illegible]table minimum values for purposes of com[illegible]ty or all oil, gas, natural gasoline, and other [illegible] gas, due consideration being given to the [illegible] a part or for a majority of production of [illegible] same field, to the price received by the lessee, [illegible] and to other relevant matters and, whenever [illegible]rable and opportunity to be heard.

[illegible] value, such royalties on production shall be [illegible]onthly on the last day of the calendar month [illegible] calendar month in which produced. When [illegible]oduction, such royalty products shall be de[illegible]able condition on the premises where produced [illegible] unless otherwise agreed to by the parties [illegible] and on such tanks provided by the lessee as [illegible] required by the lessor, but in no case shall [illegible] required to hold such royalty oil or other products [illegible] the last day of the calendar month next fol[illegible] month in which produced nor be responsible [illegible] the loss or destruction of royalty oil or other [illegible] causes over which he has no control. [illegible] royalties may be waived, suspended [illegible] on the entire leasehold or any portion [illegible] for royalty purposes may be reduced if the [illegible]ter of finds that, for the purpose of encour[illegible] ultimate recovery of oil or gas and in the [illegible]ation of natural resources, it is necessary, in [illegible] in order to promote development, or be [illegible] successfully operated under the terms

[illegible]ess otherwise directed by the Secretary [illegible] make rental, royalty, or other payments to the [illegible] of the Bureau of Land Management at the [illegible] the regulation 43 CFR 3102.2. If there [illegible] leased lands capable of producing oil or gas [illegible] the failure to pay rental on or before the [illegible] automatically terminate the lease by opera[illegible] if the time for payment falls on a day in [illegible]ce to receive payment is closed, payment shall [illegible] made on the next official working day.

[illegible] *products.*—To file with the [illegible]ssion of the Geological Survey not later than [illegible]ffective date thereof any contract, or evidence [illegible], for the sale or disposal of oil, gas, natural [illegible] products of the leased land; *Provided*, That [illegible] contract or other arrangement shall be con[illegible] any of the provisions of this lease including, [illegible] provisions relating to gas waste, taking royalty [illegible] method of computing royalties due as based on [illegible] and in accordance with the Oil and Gas [illegible]

[illegible]—At such times and in [illegible] may prescribe to furnish detailed state[illegible]ments and quality of all products removed [illegible] the proceeds therefrom, and the amount [illegible] purposes or unavoidably lost; a plat showing [illegible] improvements on the leased lands, and a [illegible] depreciation

leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

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

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

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

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

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

(o) *Lands patented [illegible] and gas deposits reserved to the United States.* [illegible] with all statutory requirements and regulations the lands embraced herein have been or shall hereafter be used of under the laws reserving to the United States of oil and gas therein, subject to such conditions as hereafter be provided by the laws reserving such oil [illegible].

(p) *Reserved or segregated lands.*—If any of the land included in this lease is [illegible] a reservation or segregated for any particular purpose [illegible] duct operations thereunder in conformity with such re[illegible] as may be made by the Director, Bureau of Land [illegible]ment, for [illegible]tection and use of the land for the [illegible] for which reserved or segregated, so far as may be [illegible]ient with use of the land for the purpose of this lease; the latter to be regarded as the dominant use unless otherwise provided or separately stipulated.

(q) *Protection of surface [illegible] and improvements.* The lessee agrees to [illegible] such reasonable steps as may be needed to prevent operations on [illegible] lands from unnecessary [illegible] or contributing to erosion or damage thereon or on [illegible] contributing air [illegible] States [illegible].

total relinquishment or the [illegible] termination of lease, or at any other time prior thereto when [illegible] the extent deemed necessary by the lessor to fill any pits, [illegible] 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 [illegible] to be taken and restoration to be made on [illegible] lands and [illegible]

(r) *United States, antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

(a) *Easements and rights of way.*—The right to permit for joint or several use easements or rights of way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of 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 [illegible] law or laws hereafter enacted, insofar as said [illegible] necessary for the use of the lessee in the extraction [illegible] of the oil and gas therein, or to dispose of any resources [illegible] lands which will not unreasonably interfere with operations [illegible] this lease.

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

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

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment [illegible] as herein 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, [illegible]ress, or Resident Commissioner, after he [illegible]ent, or either before or after he has q[illegible]ntinuance in office, and that no office[illegible] the Department of the Interior, ex[illegible] 41a)(1), shall be admitted to any share or part or derive any benefit [illegible] Sec[illegible] the [illegible], as amended, 41 U.S.C. [illegible] 433, [illegible] [illegible] to [illegible] and form [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)*

Minerals Management Service
P. O. Box 2859
Casper, WY 82602

Management Agency *(name)*

PLEASE REFER TO ITEM 18)
OF FORM 3109-3

Address *(include zip code)*

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109–5 (August 1973)

GPO 849-256

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."

LIBERTY PETROLEUM CORPORATION

April 20, 1982
Date

By Gregor Klurfeld
Signature

Gregor Klurfeld, President

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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 [illegible] operations, make excavations, construct roads, drill, or otherwise disturb the surface of the lands within 200 feet of any building, depending on the lands involved whenever required, in writing by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including 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 under the disposal of the 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 such fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is necessitated by the

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*Any breach of stipulation may be used in connection with cases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*), February 7, 1927, as amended (30 U.S.C. 281 *et seq.*), August 17, 1926, as amended (30 U.S.C. 271-485); September 1, 19[illegible] (16 U.S.C. 508b); or under authority cited in Section 402 of Reorganization Plan No. 3 of 1946 (5 U.S.C. [illegible]); June 28, 1944 (58 Stat. 483-U.S.C. 1[illegible]), June 30, 1950 [illegible] the authority of any of the Acts President's Reorganization Plan [illegible] 16, Note)

... the privileges authorized by this lease or ... shall maintain such fire tools at his head- ... at the appropriate location on the lands as ... necessary by such representative.

... the location, design, construction, and maintenance of all authorized works, buildings, plants, ... roads, telegraph or telephone lines, pipe- ... reservoirs, tanks, pumping stations, or other ... or clearance, the lessee or permittee ... all things reasonably necessary to prevent ... to the fullest extent scarring and erosion of ... pollution of the water resources and any ... to the watershed. Where construction, operation or maintenance of any of the facilities on or ... with this lease or permit causes damage to ... or pollution of the water resources, the ... permittee agrees to repair such damage and ... such corrective measures to prevent further ... or damage to the watershed as are deemed ... by the authorized representative of the ... Agriculture.

... the opinion of the authorized representative of ... Secretary of Agriculture, the lands are valuable for ... protection, the lessee or permittee shall provide control of surface runoff and return the affected ... to productive condition as practicable.

... the lessor or permitter or his tenant or the ... owner or his tenant, as the case may be, for ... damage to or destruction of property caused ... lessee's or permittee's operations hereunder; ... hold the lessor or permitter or the surface ... their tenants harmless from all damage or ... damage to persons or property resulting from ... lessee's or permittee's operations under this lease ...

... recognize existing uses and commitments, in ... Department of Agriculture grazing, timber ... and special use permits, water developments, ... trail, pipeline, telephone line, and fence ... and other similar improvements, and to ... operations so as to interfere as little as ... with the rights and privileges granted by these ... with other existing uses.

... install and maintain cattle guards to prevent passage of livestock in any openings made in fences ... the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(11) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(12) To address all matters relating to this stipulation

to FOREST SUPERVISOR

at BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

LIBERTY PETROLEUM CORPORATION

April 29, 1982

By Steger Klenfeld PRESIDENT
(Signature of Lessee)

GPO 850-292

Form: [illegible] Supplement
[illegible] 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 surv[illegible] must be made by a qualified ar[illegible]ologist acceptable to the sur[illegible] management agency and the r[illegible]s of this survey pro- vided t[illegible] surface management agency. [illegible]cts of this survey will be born[illegible] by the lessee. After inventory [illegible] either lessee's archeologist [illegible] the surface management agency [illegible]asonable conditions of use wi[illegible] prepared to protect the sites [illegible] salvage objects of antiqu[illegible] in accordance with the Antiquit[illegible] Act of June 8, 1906 (34 St[illegible]25; 16 USC 431), and the Histor[illegible]al Sites Act of August 21, 1935 ([illegible] at. 666; 16 USC 461-467). Co[illegible]s of salvage of artifacts will be [illegible]s by the lessee and all objec[illegible] of antiquity salvaged will re[illegible] the property of the U. S. Go[illegible]ment.

2. No [illegible] agency [illegible] the surface in the following [illegible]as is authorized by this lease. The less[illegible]ay employ directional drilling [illegible] to develop the oil and gas resources under [illegible]e areas, provided that such dr[illegible]ing or other works will not disturb the [illegible]face area or otherwise interfe[illegible] with their use by the surface management [illegible]gency. The areas to be exclud[illegible] from surface occupancy unless specifically approved in the operating pla[illegible]re:

(a) Within [illegible] feet of either side of the cen[illegible]rline of any and all roads [illegible] highways within the lease ar[illegible].

(b) Within [illegible] feet on either side of the ce[illegible]rline of any and all designa[illegible] trails within the lease area.

(c) Within [illegible] feet of the normal high water[illegible]e of any and all streams, [illegible], and lakes are located wi[illegible] the lease area.

(d) Within [illegible] feet of any and all springs [illegible] the lease area.

(e) Within [illegible] feet of any improvements cli[illegible]ned, permitted, leased, or otherwi[illegible]se authorized by the surface m[illegible]gement agency.

LIBERTY PETROLEUM CORPORATION

April 20, 1982
DATE

By [signature]
SIGNATURE
Gregor Kaufeld, President

W-77638

Directional drilling will be allowed from outside [redacted] access to which [illegible] is restricted or denied.

April 20, 1982

DATE

LIBERTY PETROLEUM CORPORATION

By Gregor Klurfeld
SIGNATURE

Gregor Klurfeld, President

STIPULATION TO ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment of Operating Rights, dated October 26, 1982, and recorded November 8, 1982 in Book 66 at Page 470 of the Records of Sublette County, Wyoming, Buckhorn Petroleum Co. assigned to Davis Oil Company a certain interest in and to the following oil and gas lease INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS FROM THE STRATIGRAPHIC EQUIVALENT OF 17,982 FEET TO ALL DEPTHS:

D-5708.....Oil and Gas Lease effective May 1, 1967, from the United States of America, as Lessor, to Esther Clarney, as Lessee, bearing Serial No. W-5182 INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 108 West, 6th P.M.
Section 21: SW/4NE/4

WHEREAS, the parties desire to stipulate said assignment in order to amend the county records to agree with the records of the Bureau of Land Management.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree and accept the following:

> "IT IS THE UNDERSTANDING of the Assignor and Assignee of the hereinabove described Assignment of Operating Rights that by Stipulation Correcting Assignment of Operating Rights executed December 19, 1986, Davis Oil Company deleted the hereinabove described acreage from an Assignment of Operating Rights dated October 3, 1979 from Davis Oil Company to Texoma Production Company. The Bureau of Land Management issued a decision dated August 31, 1981 on this stipulation, eliminating all rights held by Texoma Production Company below the stratigraphic equivalent of 17,9 feet."

THEREFORE the purpose of this stipulation is to rescind, abrogate and void the above described Assignment of Operating Rights from Buckhorn Petroleum Co. to Davis Oil Company dated October 26, 19 in its entirety since Buckhorn Petroleum Co. holds no interest in this acreage.

AGREED TO AND EXECUTED this 16th day of March, 1983.

ATTEST:

Joyce Moser, Asst. Sec'y.

BUCKHORN PETROLEUM CO.

X
Stephen L. Weiman Vice President

DAVIS OIL COMPANY, a Partnership

X
Paul Singer, Attorney in Fact

1 Old Road Unit/Burgh

RECORDED April 6 19 1:00 PM
IN BOOK 68 Orig PAGE 20
Gladys Yost
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ex-Officio Deputy, 20

195740

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

On the 16th day of March, 1983, before me, a notary public in and for said County and State, came the above named Karen L. Truman who is personally known to me to be the identical person whose name is affixed to the above instrument as Assist. Secr. of the said BUCKHORN PETROLEUM CO., and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed for the Corporation, as therein set forth.

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

NOTARY PUBLIC

My Commission Expires: Jan 28 1987

x Frances A. Bagglen
Notary Public

My Commission Expires Jan. 28, 1987
1625 Broadway, Suite 1280
Denver, Colorado 80202

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

On the 21st day of March, 1983, before me, a notary public in and for said County and State, came the above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed for the Partnership as therein set forth

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

NOTARY PUBLIC

My Commission Expires: My Commission Expires June 23, 1984

x Dale W. Hendrickson
Notary Public

22

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
W-79181

Lease effective date
November 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

AMERICAN QUASAR PETROLEUM COMPANY

Address (include zip code)
707 United Bank Tower
1700 Broadway, Denver, Colorado 80290

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

Sec. 9: E½
Sec. 10: W½
Sec. 17: All
Sec. 28: All
Sec. 32: All

Containing 2560 acres, more or less,
in Sublette County, Wyoming

Assignment approved as to lands described below

195774

RECORDED August 7 1983 1:00 P M
IN BOOK 68 PAGE 22
FEES $10.00 Paid
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
Dorothy M. Lee

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	All
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	Five percent of eighths production payment
6. Specify overriding royalty previously reserved or conveyed, if any	2%

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

See attached rider

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 7½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 February, 1983.

(Assignor's Signature)

465 Madison Avenue, Room 804
(Assignee's Address)

ALEXANDER S. BOWERS

New York, New York 10022
(City) (State) (Zip Code)

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

5514 [redacted] [redacted] [redacted]

3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-79181

Lease effective date
November 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

AMERICAN QUASAR PETROLEUM COMPANY

Address *(include zip code)*
707 United Bank Tower
1700 Broadway, Denver, Colorado 80290

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

Assignor hereby excepts and reserves an obligation equal to $10,000.00 per acre for the number of acres assigned hereby, the same to be paid out of 5% of 8/8ths of the market value at the wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions or renewals thereof. All payments made on account of said obligation shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor under the terms of said lease are computed and paid. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or any acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. In the event of breach by Assignee of the provisions of this paragraph in such a fashion that all or any part of the lease is terminated or surrendered without first having been offered to Assignor as required hereunder, the parties hereby agree that Assignee shall pay Assignor, as liquidated damages and not as a penalty, and in complete settlement for all damages caused by such breach, the amount not to exceed $200.00 per acre that was paid for this assignment for each acre of this lease so lost or surrendered.

Date 2/28/1983 Signed for Identification Alexander S. Bowers

I CERTIFY That the 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 February, 1983.

Alexander S. Bowers
(Assignor's Signature)

485 Madison Avenue, Room 804
(Assignor's Address)

ALEXANDER S. BOWERS

New York, New York 10022
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed 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 by the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 22nd day of March, 19 83.

AMERICAN QUASAR PETROLEUM OF NEW MEXICO

W. D. McWilliams

(Assignee's Signature)

W. D. McWilliams, Attorney-in-Fact

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 this form for assignments of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — Submit 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 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 to be 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 be adjudicated of the assignee's rights to the land or resources.

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

(3) Transfer to appropriate Federal agencies who concurrence is required prior to granting a right to 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 REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this _____ day of _____, 19 .

(Assignee's Signature)	(Assignee's Address)
	(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.
2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.
3. *Effective Date of Assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.
4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.
5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.
6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

ACKNOWLEDGMENT—INDIVIDUAL

STATE OF Virginia }
City
COUNTY OF Charlottesville } ss.

On this 28th day of February, 1983, before me, a Notary Public in and for said County and State, personally appeared Alexander S. Bowers and _____, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Amy P

Notary Public

My commission expires October 26, 1986

B. CROSBY NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

26

070236-000 YPR

(Rev. Oct. 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-5191

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name
Davis Oil Company **195793**

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

RECORDED April 8 1983 8:40 AM
IN BOOK 68 Misc PAGE 26
FEES 6.00
SUBLETTE COUNTY CLERK

The undersigned, as owner of 7.8125% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T. 27 N., R. 109 W.
Section 8: All
containing 10.00 acres, m/l in Sublette County, WY

This assignment is limited from the depth of 16,986 feet to all depths.

3.	Specify interest or percent of operating rights being conveyed to assignee	50% x 7.8125%
4.	Specify interest or percent of operating rights being retained by assignor	3.90625%
5.	Specify overriding royalty interest to be 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 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 as far as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and applicable regulations.

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

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

Executed this 12th day of August, 1982.
ENERGY RESERVES GROUP, INC.

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

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

P. O. Box 1407
(Assignor's Address)
Denver, CO 01
(City) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

[redacted] copies are [redacted] on one sheet [redacted]
43 CFR 3106

[redacted] [redacted] [redacted]

PAGE 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)

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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. *Purpose* — Use only for assignment of operating rights (or 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. *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* 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. [illegible]

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 12th day of August, 1982, before me personally appeared Bernard A. Wirth, to me personally known who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal, this 12th day of August, 1982.

My commission expires:

March 20, 1986

_____

L. Roller, [illegible]
[illegible] x 14 [illegible]01

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070236-000 YPR

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-5191

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name: Davis Oil Company 135794

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

RECORDED Sept 8 1983 8:10 AM
BOOK 68 Deed
Sublette County Clerk
by D. McKinnon

The undersigned, as owner of 3.125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T. 27 N., R. 109 W.
Section 8: All

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

This assignment is limited from the surface to the stratigraphic equivalent of 16,[illegible]6 feet.

3. Specify interest or percent of operating rights being conveyed to assignee			50% x 3.125%
4. Specify interest or percent of operating rights being retained by assignor			1.5625%
5. Specify overriding royalty interest being reserved by assignor			None
6. Specify overriding royalty previously created or conveyed, if any			4.0625%

7. If any payments out of production have previously been created out of this interest, being reserved under this transfer, attach statement giving all details as to amount, method of payment, and other pertinent as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment/sublease have entered into an operating agreement, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and become 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 12½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

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

Executed this 12th day of August, 1982.

ENERGY RESERVES GROUP, INC

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

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

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

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

(Title)

[redacted] [redacted]

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this _____ day of _____, 19__.

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights (*working interests*) in oil and gas leases. If the 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.

STATE OF COLORADO)
ss
COUNTY OF DENVER)

On this 12th day of _____, 1982, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal, this 12th day of August, 1982.

My commission expires:

March 20, 1986

Lee J. Roller,
P. O. Box [illegible] 80201

30

2316-36022

Form 3106–5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-60620

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

195803

RECORDED April 1 1983 8:00 AM
IN BOOK 68 O&G PAGE 30
FEES $12.25 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

SEE ATTACHED RIDER

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective (*date*) April 1, 1976, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 29 North, Range 114 West
Section 5: Lot 4 (19.49)
Section 6: Lots 1 (19.64), 2 (19.99), S/2 NE/4, SE/4
Section 7: E/2
Section 17: N/2
Section 18: SE/4

Sublette County, Wyoming 1099.12A

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 70%

4. What part of the record title interest is being retained by assignor(s)? 30%

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

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

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

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

Executed this 9th day of August, 1982

TERRA RESOURCES, INC.

E.H. Merelli, President (Assignor's Signature)

P.O. Box 2500 (Assignor's Address)

ATTEST: William H. Everett III, Secretary

Casper (City) Wyoming (State) 82602 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1983

By [signature] (Authorized Officer)

Chief, Oil & Gas Section (Title)

FEB 1983

FOR A[redacted]E

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

Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation

3 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)* Not sole party in interest

4 A fee of $10 is attached *(see Item 2 of General Instructions)*

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

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

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

Executed this 15th day of September, 19 82

F. W. McWilliams

(Assignee's Signature)

American Quasar Petroleum Co. of New Mexico
F. W. McWilliams, Attorney-in-Fact

707 United Bank Tower, 1700 Broadway
Denver, Colorado 80290

(Address, include zip code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by F. W. McWilliams as Attorney-in-Fact of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO this 15 day of September, 1982.

WITNESS my hand and official seal.

My Commission Expires:
March 16, 1986

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

If an accompanying statement any overriding [illegible] by assignor

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

On this 2nd day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 2nd day of August, 1982

My Commission Expires:
My Commission Expires March 8, 1986

Notary Public

RIDER

Attached to and made a part of the Assignment Affecting Record Title to 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-60620.

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

REASSIGNMENT CLAUSE

In the event Assignees desire to surrender any part of the acreage covered hereby, said Assignor at least seventy-five (75) days in advance of the date specified in said lease, and Assignor hereby 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 of to be relinquished. Should Assignor hereunder elect to receive such assignment, same will be delivered by Assignees, properly executed, to the anniversary date of said lease.

SIGNED: _____ DATED: August 9th, 1982

Oil & Gas Lease Serial No. W-60620

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 thi assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

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

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

Executed this 17th day of August , 19 82

MESA PETROLEUM CO.

Arthur S. Brewster

(Assignee's Signature)

Arthur S. Brewster, Attorney In Fact

P.O. Box 2009, Amarillo, Texas 79189-2009

(Address, include zip code)

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

Oil & Gas Lease Serial No. W-60620

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 300 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state 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 30th day of August, 19 82.

JOHN J. KRISTMANN

John J. Kristmann

(Assignee's Signature)

Suite 8 1500 Broadway
Lubbock Texas 79401

(Address, include zip code)

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

Oil & Gas Lease Serial No. W-60620

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 th assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,(chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio in each leasing district in Alaska.

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

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

Executed this 30th day of August, 1982.

VERNON T. DELGADO

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

3C

(JUNE) 1962

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
Qualifications filed with BLM 800

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 or 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, $25.00

The undersigned agrees to be bound by the terms and provision of said lease, if and 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 ____ day of AUG 2 5 1982, 19__

ATTEST:

Dale Stice, Asst. Secretary

FLAG-REDFERN OIL COMPANY

Glenn S. Brant

Glenn S. Brant, Executive Vice President

_____

_____

(Address)

STATEMENT OF INTERESTS. Assignee shall indicate whether or not he is the sole party in interest to the instrument, the full names, addresses and citizenship and acreage holdings of each interested parties; (b) the percentage of interest therein of all other parties, including the assignor. (Interested party.)

BONDS. Where an assignment is filed prior to approval of the instrument, a new bond or in lieu thereof the consent of the surety of the lease which is covered by the assignment must be accompanied by a new bond or in lieu thereof the consent of the surety of the outstanding lease bond of the assignor to inclusion of the assigned lease interest is also filed of record to remain bound under the bond. Any assignment which does not contain such consent. If a party to the assignment has furnished a Nationwide bond with assignor and the State and the Act under which the lease issued, no additional bond showing is necessary by such surety as to the lease in the lease must also be accompanied by consent of his surety requirement.)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee [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.

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 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.

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

Executed this 25 day of AUG 25 1982 19 .

Norman H. Moore
(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.

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2516-36022

Form 3106-
(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-60620

Lease effective date
April 1, 1976

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

RECORDED April 11 1983 8:00 A.M.
IN BOOK 68 Orig PAGE 38
FEES 19.25 Sublette COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

PART I

1. 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.

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

Township 29 North, Range 114 West
Section [illegible] SE/4 SE/4
Section [illegible] S/2

Sublette County, Wyoming

19580#

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

360A

3. Specify interest or percentage of operating rights being conveyed to assignee	70%
4. Specify interest or percentage of operating rights being retained by assignor	30%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 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 9th day of August, 1982.
TERRA RESOURCES, INC.

(Assignor's Signature)

P.O. Box 2500
(Assignee's Address)

By F. H. Merelli, President
ATTEST: William H. Everett, II
Secretary

Casper (City) Wyoming (State) 82602 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By [illegible] (Authorized Officer)

Chief

FEB 14 1989

[redacted] [redacted] [redacted]

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-60620.

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

REASSIGNMENT CLAUSE

In the event Assignees desire to surrender said lease as to all or any part of the acreage covered hereby, said Assignees agree to notify Assignor at least seventy-five (75) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portions thereof to be relinquished. Should Assignor hereunder elect to receive such reassignment, same will be delivered by Assignees, without additional burdens, prior to the anniversary date of said lease.

SIGNED: _____ DATED: August 9, 1982

Oil & Gas Lease Serial No. W-60620

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 th assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

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

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

Executed this 17th day of August, 19 82

MESA PETROLEUM CO.

Arthur S. Brewster

(Assignee's Signature)

Arthur S. Brewster, Attorney In Fact

P.O. Box Amarillo, Texas 79189-2009

(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.

Oil & Gas Lease Serial No. U-60620

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT OPERATING RIGHTS

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in th assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,0 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and optio in each leasing district in Alaska.

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

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

Executed this 30th day of August, 1982.

JOHN J. CHRISTMANN

John J. Christmann

(Assignee's Signature)

Suite 800, 1500 Broadway
Lubbock, Texas 79401

(Address, include zip code)

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

Oil & Gas Lease Serial No. U-60620

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT OPERATING RIGHTS

A. ASSIGNEE CERTIFIES THAT

1. Assignee is ove[r] the age of majority
2. Assignee is a c[i]zen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Associa[t]ion [ ] Corporation
4. Assignee is the [so]le party in interest in this assignment (*i[nf]ormation as to interests of other parties in assignment [m]ust be furnished as prescribed in Specific [I]nstructions*)
5. Filing fee of $[ ] attached (*see Item 2 of General Instru[ctions]*)
6. Assignee's int[erests], direct and indirect, do not exceed [2]00 acres in oil and gas options, or 24[0],000 chargeable acres in options and leases in the same sta[te] chargeable [a]cres in leases and opt[ions] in each leas[ing] district in Alaska.

B. ASSIGNEE AGREE[S] to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the [A]uthorized Officer of the Bureau of Land Ma[n]agement.

C. IT IS HEREBY CE[R]TIFIED That the statements made herein [a]re true, complete, and correct to the best of [as]signee's knowledge [a]nd belief and are made in good faith.

Executed this 30th day of August, 1982.

VERNON [V]ELGADO

(Assignee's Signature)

P.O. Bo[x] Pinedale, Wyoming 82941

(Address, include zip code)

Title 18 U.S.C., Section 100[1] makes it a crime for any person knowingly an[d] willfully to make to any department or agency of United States any false, fict[itious], or fraudulent statements or representations as to any matter within its jurisdiction.

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, $25.00

The undersigned agrees to be bound by the terms and provision of said lease, provided the instrument is approved by the Secretary or his delegated 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 _____ day of AUG 2 5 1982, 19____

ATTEST:

Dale Stice

Dale Stice, Asst. 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 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 the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of the said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has furnished a Nation-wide bond for the lease interest retained, 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.)

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 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 25th day of AUG 2 5 1982 19

Donna K. Mills
(Assignee's Signature)

6001 Abbock 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.

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 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. 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 15th day of September, 1982.

F. W. McWilliams — 707 United Bank Tower, 1700 Broadway
(Assignee's Signature) (Assignee's Address)

American Quasar Petroleum Co. of New Mexico
F. W. McWilliams, Attorney-in-Fact

Denver (City) Colorado (State) 80290 (Zip Code)

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by F. W. McWilliams as Attorney-in-Fact of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO this 15 day of September, 1982.

WITNESS my hand and official seal.

My Commission Expires:
March 16, 1986

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

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

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

My Commission Expires:
My Commission Expires March 8, 198

Notary Public

46

31-63 (4-81)

6-4906793/4906792
2/16/83
JAO:eb

RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated June 13, 1975, from Ted Miller and Emma F. Miller, as Lessors, to M. N. Adelman, as Lessee, recorded in Book 520, Page 216 of the County Records of Sublette County, Wyoming, is owned by Cities Service Company in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 27 North, Range 115 West, 6th P.M.

All of tracts 41A, 41B, 41C, & 41D Containing 160 acres more or less, & Also described as--
(SW¼SE¼, Section 23, NW¼NE¼, Section 26. NE¼NE¼: Section 26.
(NW¼NW¼: Section 25. Containing 160 acres more or less.
(A One Quarter) ¼ interest lease.

NOW, THEREFORE, we, the undersigned, being the owner(s) of all or a portion of the delay rentals payable under the terms and provisions of the above described Oil and Gas Lease hereby authorize and direct the owner of said lease to pay the rental accruing in accordance with the terms and provisions of said lease in the proportions set out below and in the depository indicated below, if any, in lieu of the depository named in said lease and payment so made will fully protect said lease as to the respective interest(s) of the undersigned, it being understood that the undersigned do not certify that the amounts set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the amount set opposite his name.

CREDIT TO	AMOUNT	Depository Bank (Do not list residence)
Ted E. Miller	$13.34	195876 RECORDED April 18 1983 8:00 AM IN BOOK 68 Misc PAGE 46 FEES 6.00 Laura J York COUNTY CLERK SUBLETTE COUNTY CLERK Dorothy McClain
Frank. T. Miller	$13.33	
Marilyn James	$13.33	

The above division covers only the payment of delay rentals and does not purport to cover royalties. This agreement is binding on our heirs, executors, administrators, successors and assigns. IN TESTIMONY WHEREOF, we sign this 1 day of March A.D. 1983.

Ted E. Miller (529-50-42[illegible])
3509 So. 300 West
Salt Lake City, Utah 84115

Frank T. Miller (528-48-92[illegible])
3809 S. 300 West
Salt Lake Ct. Utah 84115

Marilyn James (529-56-6188)
Montpelier, Idaho 83254
306 So 7th St.

[redacted] [redacted] [redacted]

INDIVIDUAL [redacted]OWLEDGMENT

Applicable where lands are in Arizona, Arkansas, Colorado, Connecticut, Illinois, Kansas, Kentucky, Michigan, Maine, Nebraska, New Mexico, New Hampshire, North Dakota, Oklahoma, South Dakota, Virginia, West Virginia, Wisconsin and Wyoming.

STATE OF Utah
COUNTY OF Salt Lake } SS.

The foregoing instrument was acknowledged before me this 1 day of March, 1983

by Ted E Griffin 3809 So. 300 W. SLC, Utah 84115

SEAL

(Signature) Notary Public

My commission expires January 4, 1987

STATE OF Utah
COUNTY OF Salt Lake } SS.

The foregoing instrument was acknowledged before me this 1 day of March, 1983,

by Frank T Willis 3809 So. 300 West SLC, Ut. 84115

SEAL

(Signature) Notary Public

My commission expires January 4, 1987

STATE OF Utah
COUNTY OF Salt Lake } SS.

The foregoing instrument was acknowledged before me this 1 day of March, 1983,

by Marilyn M. Cornes 306 So 7th St. Montpelier, Id. 83254

SEAL

(Signature) Notary Public

My commission expires January 4, 1987

INDIVIDUAL ACKNOWLEDGMENT

Applicable where lands are in Missouri, Mississippi, New York, Tennessee, Texas, Utah and Washington.

STATE OF _____
COUNTY OF _____ } SS.

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

known to me to be the person___ whose name___ subscribed to the foregoing instrument, and acknowledged to me that ___he___ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____ A.D., 19___.

SEAL

(Signature) Notary Public

My commission expires _____

STATE OF _____
COUNTY OF _____ } SS.

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

known to me to be the person___ whose name___ subscribed to the foregoing instrument, and acknowledged to me that ___he___ executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____ A.D., 19___.

RETURN TO 26348
CITIES SERVICE CO.
LAND DEPT.
BOX 300
TULSA, OKLA. 74102

SEAL

(Signature) Notary Public

My commission expires _____

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WY-01652

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-54158

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
Davis Oil Company
410 Seventeenth Street

Address *(include zip code)*
Suite 1400
Denver, Colorado 80202

The undersigned, as owner of 12.5 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 32 North, Range 113 West, 6th PM
Section 23: N½
containing 320.00 acres, more or less.
Sublette County, Wyoming.

This assignment is made by Assignor without any representations or warranties of title, either expressed or implied, and is so accepted by Assignee.

Assignment approved as to lands described below

195897

RECORDED April 19 1983 8:00 AM
IN BOOK 68 Misc PAGE 48
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Thiriot

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 1% to J. G. Keeler, 4% to R. K. Kramer	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 17th day of March, 1983.

DEPCO, Inc.

K. G. Ranum, Vice President

ATTEST:

By: Michael D. Shepard, Secretary

110-16th Street
1000 Petroleum Bldg.
Denver CO. 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

66103

(Title) (Date)

[redacted] [redacted] UNITED STATES GEOLOGI[redacted]VEY 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 [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed **W-56800 A Partnership**
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [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 April , 1983 .

DAVIS OIL COMPANY, A Partnership

(Assignee's Signature)

By 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.

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.

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

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me the 17th day of March 1983, by K. G. Ranum, Vice President of DEPCO, Inc., a Delaware corporation, on behalf of said corporation.

My commission expires:

June 19th, 1985

Brenda L Waldman
Notary Public
110-16th Street
1000 Petroleum Bldg.
Denver, CO. 80202

rence is required prior to granting a right in public lands or resources.

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

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

Bureau of Land Management collects this information pursuant to the law (See 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

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Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

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

W 38512
(Serial Number)

Name: Richard G. Kone
Street: P. O. Box 11206
City, State, Zip Code: Salt Lake City, UT 84111

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

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

Lands included in the lease: #273 State: Wyoming County: Sublette

T 32 N, R 114 W, 6th Prin Mer, WY

Sec 21: W½

195953

RDED April 22, 1983 8:00 AM
OK 68 Ons PAGE 50
FEES $10.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

Containing a total of 320.00 acres	Annual Rental . . . . . $ 160.00

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

Effective date of lease: March 1, 1973

THE UNITED STATES OF AMERICA

(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

February 21, 1973
(Date)

5 46-4705

INSTRUCTIONS ON REVERSE

38512

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

3. Parcel Number 273

4. State WYOMING

...rsigned hereby offers to lease f... ...nd gas al... ...y portion of the above-identified ...el of land which may be avail... ...noncomp... ...leasing, and certifies that the ...applicant is a citizen of the U... ...es, an a... ...ton of such citizens, a partner... ..., a corporation organized under ...ws of the ... States or any State thereof, or ...municipality ... ...f such a ... applicant's interests in oil ...gas offers to lease, leases, and ...ns do no... ... limitation provided by the ...eral Leasing Act of February 25, 1920, as amen... applicant is the sole party ...interest in this offer and the lease if issued, ... sole party in interest, that ...names and addresses of all other interested par... forth on the reverse hereof. ...undersigned agrees that the successful drawin... ...and will bind him to a lease, ...Form 3120-19 (4-1-68) or 3200-3 (4-1-196), a... ...extent applicable, the stipu... ...as provided for in 43 CFR 3103.2 for the dis... ...eof or any portion thereof if ...a lease is issued by the Bureau of Land Ma... ...as a result of this drawing.

DEC 22 1972

(Signature of Applicant) (Date)

[redacted]

...dress, include zip ...

...NOT DETACH

[redacted] [redacted] [redacted]

LEASE TERMS

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

Sec. 2. The lessee agrees.

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

Rentals.—To pay the lessor in advance an annual rental at the following rates:

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

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

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

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

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

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary, to make rental, royalty, or other payments to the proper order of the Bureau of Land Management at the office mentioned in the regulation 43 CFR 3102.2. If there is a well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be 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 from the lease, the proceeds therefrom, and the amount used for producing purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and reports with respect to stockholders, investments, depreciation and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Use of segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in connection with such requirements as may be made by the Secretary of 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.

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 or water; (3) damaging improvements owned by the United States or others; or (4) destroying, damaging or removing fossils, historic ruins or artifacts and upon any partial abandonment or the cancellation or expiration of the lease, or any other time prior thereto when required and directed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris reasonably possible, restore the surface of the land, access roads to their former condition, including structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

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

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

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

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433 of Title 18 of the United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

...ENT PRINTING OFFICE: 1966-O-[illegible] 336 06

All of the land in this lease is included in a special Colorado Cutthroat Trout area. Therefore, no occupancy or disturbance of the surface of the land described in this lease is authorized. The lessee, however, may exploit the oil and gas resources in this lease by directional drilling from sites outside this lease. If a proposed drilling site lies on land administered by the Bureau of Land Management, a permit for use of the site must be obtained from the BLM District Manager before drilling or other development begins.

OIL AND GAS LEASE - SURFACE DISTURBANCE STIPULATIONS

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

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, the lessee shall submit for approval two copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the Area Oil and Gas Supervisor, Geological Survey, Casper, Wyoming, and will also furnish a copy of such map and explanation to the Pinedale District Manager, Bureau of Land Management.

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

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

Said conditions may relate to any of the following:

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

(b) The types of vehicles that may be used and the areas in which they may be used; and

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

Signed this _____ day of _____, 19___

_____
Lessee's Signature

54

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 38512

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

5053

1. DEAN W. ROWELL
P.O. Box 11206
Salt Lake City, Utah 84111

195954

RECORDED April 27 1983 8:00 A.M.
IN BOOK 62 Misc PAGE 54
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* March 1, 1973, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T 32 N, R 114 W, 6th P.M., Sublette County, Wyoming

Section 21: W½.

Containing 320.00 acres, more or less.

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 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 28th day of February, 19 73

Richard G. Kone
(Assignor's signature)
Richard G. Kone, a married man

P.O. Box 11206
Salt Lake City, Utah 84111
(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 APR 1 1973 By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section

MAY 2 1973
(Title) (Date)

NOTE [redacted] reproduced prior to reproductions [redacted] sheet with ribbon

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 6th day of March, 19 83

(Assignee's Signature)

DEAN W. ROWELL
P.O. Box 11206
Salt Lake City, Utah 84111

(Address, include zip code)

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

STATE OF Utah)
) **ss.** **ACKNOWLEDGEMENT**
COUNTY OF Salt Lake)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th **day of** April, **1983, personally appeared** Richard G. Kone, **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** he **duly executed the same as** his **free and voluntary act and deed for the uses and purposes therein set forth.**

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

My Commission Expires:

3-21-86

Notary Public
Residing in Salt Lake City, Utah

(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 such matters; and (c) names and addresses of members owning more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which 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 held by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

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

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

★U.S. Government Printing Office
1972-781-045/16

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 38512

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

SKYLINE OIL COMPANY
418 Atlas Building
Salt Lake City, Utah 84101

1.

195955

RECORDED April 27 1973 8:00 A.M.
BOOK 68 Ox O PAGE 56
FEES $6.00 Lena J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Skinner

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* 3-1-73, 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 P.M., Sublette County, Wyoming

Section 2: W½.

Containing 320.00 acres, more or less

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See item 4 of General Instructions; specify percentage.)* ONE PERCENT (1%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* NONE

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

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

Executed this 6th day of July, 19 73

Dean W. Rowell, an unmarried man
(Assignor's Signature)

P.O. Box 1206
Salt Lake City, Utah 84111
(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 DESCRIBED AS ITEM 2

Assignment approved effective AUG 1973

By [signature] Authorized Officer)
Chief, Branch of Fluid Minerals

OCT 4 1973
(Date)

[redacted] reproductions [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

Corporation (Nevada) Qualified at Salt Lake City Federal Land Office under Serial No. U-0142200

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 10th day of July , 19 73

ATTEST: SKYLINE OIL COMPANY

Robert W. Vernon
Secretary

By W. Jay O. Ebsen
(Assignee's Signature)

Vice President
418 Atlas Building
Salt Lake City, Utah 84101

(Address, include zip code)

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

GENERAL INSTRUCTIONS

STATE OF Utah)
) ss. ACKNOWLEDGEMENT
COUNTY OF Salt Lake)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of April, 1983, personally appeared Dean W. Rowell, 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 he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

3-21-86

Notary Public
Residing in Salt Lake City, Utah

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 corporation in such matters; (d) percentage of stock and percentage of *all*

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 as

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
----------oo0oo----------

1981 MAY 13 AM 7:45

CHEYENNE, WYOMING

INVOLVING:

UNITED STATES OIL AND GAS
LEASE SERIAL NO. W-38512

ASSIGNMENT OF

OVERRIDING ROYALTY INTEREST

----------oo0oo----------

KNOW ALL MEN BY THESE PRESENTS: That

For and consideration of the sum of Ten Dollars ($10) and other good and sufficient consideration, receipt of which is hereby acknowledged, SKYLINE OIL COMPANY, a Nevada corporation, (hereinafter called the "Assignor"), does hereby sell, assign, transfer, and set over to Western Carbon Company, a Nevada corporation, (hereinafter called the "Assignee"), an Overriding Royalty Interest of Four per centof Eighths (4%of 8/8ths) in United States Oil and Gas Lease Serial No. W-38512 (hereinafter referred to as "said Lease"), dated August 1, 1973, insofar said Lease covers the following-described land located in Sublette County, Wyoming.

Township 32 North, Range 114 West, 6th P.M.
Section 21: W½

Containing 320 acres, more or less.

The Assignee shall pay a percentage of all taxes, if any, levied upon the oil and gas rights or leasehold estate in the land described above which are covered by said Lease, or upon the severance, production or sale of oil or gas extracted therefrom, equivalent to the Assignor's above-stated overriding royalty percentage or interest in said Lease.

This Assignment is made expressly subject to all of the terms, conditions, and covenants of said Lease.

This Assignment is made without any express or implied warranties of any kind or character.

The covenants, stipulations, and obligations hereof shall accrue to the benefit of, and shall be binding upon, the respective parties hereto and their respective successors in interest and legal representatives.

195956

RECORDED
IN BOOK
FEES

April 22 1983 8:00 AM
Book PAGE 58
of Deeds COUNTY
COUNTY, [redacted], WYOMING

[redacted] [redacted] [redacted] [redacted]

1981 MAY 13 AM 7:45

RECEIVED
CHEYENNE, WYOMING

IN WITNESS WHEREOF, these presents are executed as of the day of February 2, 1981.

ATTEST:

Assistant Secretary

SKYLINE OIL COMPANY

By
Senior Vice President

2000 University Club Building
Salt Lake City, Utah 84111

A C K N O W L E D G M E N T

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

On this 2nd day of February , 1981, before me appeared Max D. Eliason, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of Skyline Oil Company, a Nevada 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 Max D. Eliason acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public
Residing at Salt Lake City, Utah

60

ASSIGNMENT OF OVERRIDING ROYALTY AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That Gerald H. Carver

3600 Montrose, #402

Houston, Texas 77006

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to Caraway Production Properties, a Limited Partnership of which Philip de V. Claverie, Bryan Bell, and Frank Robert Janusa are the sole General Partners, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) All of Assignor's rights, title and interest in and to the overriding royalty/ production payment reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-60105: T 28 N, R 107 W, Sublette County, Wyoming
Sec. 31: Lots 1-4, E1/2, E1/2 W1/2
Sec. 32: All

containing 1,269.67 acres, more or less.

196001

Copied 12 1983 Year
68 Cv-0 60
Court Clerk

Deputy

1983 JAN 11 P 4:07

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease(s), according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease(s) to tender or make reassignment of said lease(s) to CARAWAY PRODUCTION PROPERTIES, its successors and assigns.

DATE: 10/14/82

Gerald H. Carver
Assignor: GERALD H. CARVER

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the County of HARRIS, State of TEXAS, by GERALD H. CARVER this 14th day of October, 1982.

My commission expires: 5/13/86

Beverly G. Shehane
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 [ ] 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 _____ .
   4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this day of NOV 18 1982 , 19 .

BY: Bryan Bell
(Assignee's Signature)
Bryan Bell - General Partner
CARAWAY PRODUCTION PROPERTIES

1331 Third Street
(Assignee's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

6.2

ASSIGNMENT OF OVERRIDING ROYALTY AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That Thomas H. Bacon

405 Lexington Avenue, 24th Floor

New York, New York 10017

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to Caraway Production Properties, a Limited Partnership of which Philip de V. Claverie, Bryan Bell, and Frank Robert Janusa are the sole General Partners, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) All of Assignor's rights, title and interest in and to the overriding royalty/ production payment reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-69154: T 30 N, R 106 W, Sublette County, Wyoming
Sec. 19: E1/2
Sec. 29: All
Sec. 33: N1/2
Sec. 34: S1/2
Sec. 35: S1/2

containing 1,920 acres, more or less.

196002

RECORDED April 22 1983 2:00 PM
BOOK 68 Oil & G PAGE 63
FEE $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lowe

1983 JAN 11 P 4:07.0

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease(s), according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease(s) to tender or make reassignment of said lease(s) to CARAWAY PRODUCTION PROPERTIES, its successors and assigns.

DATE: OCT 18 1982

Assignor: THOMAS H. BACON

Assignor:

STATE OF NEW YORK)
CITY) ss.
XXXXX)
COUNTY OF NEW YORK)

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the City
XXXXX County of NEW YORK, State of NEW YORK, by THOMAS H. BACON this 18th day of October, 1982.

My commission expires: March 30, 1983

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 [ ] Corporation. If other 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 day of NOV 18 1982, 19 .

BY: Bryan Bell
(Assignee's Signature)
Bryan Bell - General Partner
CARAWAY PRODUCTION PROPERTIES

1331 Third Street
(Assignee's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

64

ASSIGNMENT OF OVERRIDING ROYALTY AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That R. W. Freeman, Jr.

P. O. Box 50400, New Orleans, Louisiana 70150

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to Caraway Production Properties, a Limited Partnership of which Philip de V. Claverie, Bryan Bell, and Frank Robert Janusa are the sole General Partners, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) All of Assignor's rights, title and interest in and to the overriding royalty/ production payment reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-69836: T 30 N, R 107 W, Sublette County, Wyoming
Sec. 23: N1/2, NE1/4 SW1/4, S1/2 SW1/4, SE1/4
Sec. 25: W1/2
Sec. 26: NE1/4
Sec. 35: N1/2, SE1/4

containing 1,560 acres, more or less.

136003

RECORDED this 22 day of 1983 1:00 P.M.
IN BOOK 68 O & G PAGE 64
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy M. Lucas

FILED JAN 11 4:07 P.M. 1983

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease(s), according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease(s) to tender or make reassignment of said lease(s) to CARAWAY PRODUCTION PROPERTIES, its successors and assigns.

DATE: October 19, 1982

R. W. Freeman, Jr.
Assignor: R. W. FREEMAN, JR.

STATE OF LOUISIANA)
PARISH) ss.
~~COUNTY~~ OF ORLEANS)

Pamela Dykes Freeman
Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the ~~County~~ Parish of ORLEANS, State of LOUISIANA, by R. W. FREEMAN, JR. this 19th day of October, 1982.

My commission expires: at death

William A. Harris, II
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 [ ] 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 _____ .
   4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this day of NOV 18 1982 , 19 .

BY: Bryan Bell
(Assignee's Signature)
Bryan Bell - General Partner
CARAWAY PRODUCTION PROPERTIES

1331 Third Street
(Assignee's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

66

ASSIGNMENT OF OVERRIDING ROYALTY AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That Walter Hunnewell

10 Tremont Street, Room 500, Boston, Massachusetts 02108

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to Caraway Production Properties, a Limited Partnership of which Philip de V. Claverie, Bryan Bell, and Frank Robert Janusa are the sole General Partners, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) All of Assignor's rights, title and interest in and to the overriding royalty/ production payment reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-70787: T 31 N, R 114 W, Sublette County, Wyoming
Sec. 25: SW1/4, NE1/4 SE1/4

containing 200 acres, more or less.

136304

RECORDED April 22 1983 2:00 P.M.
IN BOOK 68 Misc 66
FEES $6.00 Tana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Kline

1983 JAN 11 P 4: 07.0

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease(s), according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease(s) to tender or make reassignment of said lease(s) to CARAWAY PRODUCTION PROPERTIES, its successors and assigns.

DATE: Oct 12, 1982

Assignor: Walter Hunnewell
WALTER HUNNEWELL

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the County of SUFFOLK, State of MASSACHUSETTS, by WALTER HUNNEWELL this 12th day of October, 1982.

My commission expires: Sept. 28, 1987

Notary Public

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 [ ] 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 _____ .
   4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this day of NOV 18 1982 , 19 .

BY: Bryan Bell
(Assignee's Signature)
Bryan Bell - General Partner
CARAWAY PRODUCTION PROPERTIES

1331 Third Street
(Assignee's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

68

ASSIGNMENT OF OVERRIDING ROYALTY AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That J. Mort Walker, Jr.

225 Baronne Street, 28th Floor, New Orleans, Louisiana 70112

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to Caraway Production Properties, a Limited Partnership of which Philip de V. Claverie, Bryan Bell, and Frank Robert Janusa are the sole General Partners, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) All of Assignor's rights, title and interest in and to the overriding royalty/ production payment reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-72848: T 33 N, R 111 W, Sublette County, Wyoming
Sec. 6: Lot 7, SE1/4 SW1/4
Sec. 7: Lots 1-4, E1/2 W1/2
Sec. 18: Lots 3, 4, E1/2 SW1/4
Sec. 19: Lots 1-4, E1/2 W1/2
Sec. 31: Lots 1, 2, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4, SE1/4 SE1/4

containing 1,515.28 acres, more or less.

196305

RECORDED April 22 1983 2:02 PM
IN BOOK 65 Civil PAGE 68
FEES $6.00 Dora J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dora J. Clark Deputy

1983 JAN 11 P 4:07.0

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease(s), according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease(s) to tender or make reassignment of said lease(s) to CARAWAY PRODUCTION PROPERTIES, its successors and assigns.

DATE: Oct 12, 1982

Assignor: J. Mort Walker Jr
J. MORT WALKER, JR.

STATE OF LOUISIANA)
PARISH) ss.
~~COUNTY~~ OF ORLEANS)

Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the ~~County~~ Parish of ORLEANS, State of LOUISIANA, by J. MORT WALKER, JR. this 12th day of October, 1982.

My commission expires: [redacted]

EDWARD B. POITEVENT, II
NOTARY PUBLIC
Parish of Orleans, State of Lou[redacted]
[redacted]

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 [ ] Corporation. If other 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 day of NOV 18 1982 , 19 .

BY: Bryan Bell
(Assignee's Signature)
Bryan Bell - General Partner
CARAWAY PRODUCTION PROPERTIES

1331 Third Street
(Assignee's Address)

New Orleans, Louisiana 70130
(City) (State) (Zip Code)

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

70

04-WX-0273-0001-000

Form 3106-5
November 1981

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-77638

Lease effective date
October 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
MTS Limited Partnership

Address (include zip code)
P.O. Box 2009
Amarillo, Texas 79189

RECEIVED
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79189

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

2. Describe the lands affected by this assignment

Township 33 North - Range 115 West

Section 14: SE¼

Sublette County, Wyoming

196012

Assignment approved as to lands described below

RECORDED April 25 1983 8:00 AM
IN BOOK 68 Misc PAGE 70
FEES $4.00 Sara J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure

SAME LAND

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	5.00% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

7. If any payments out of production have previously been created out of this lease, 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.

Liberty Petroleum Corporation

By: _____
(Assignor's Signature)
Gregor Klurfeld, President

500 Fifth Avenue - Suite
(Assignor's Addre

New York, New York 10110
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By _____
(Authorized Officer)

(Title)

PART II

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 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 ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as 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 November , 1982 .

MTS LIMITED PARTNERSHIP

P. O. Box 2009

Vice President (Assignee's Signature)
Mesa Petroleum Co., General Partner
ATTEST:
By:
Assistant Secretary

(Assignee's Address)

Amarillo	TX	79189
(City)	(State)	(Zip Code)

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

INSTRUCTIONS

1. *Use of Form.* Use only for assignment of record title interest in all and gas leases. If more than one assignment

submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an

STATE OF NEW YORK :
: SS.:
COUNTY OF NEW YORK:

On the 1st day of October, 1982, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he is the President of Liberty Petroleum Corporation and that the attached instrument was signed by said corporation and said Gregor Klurfeld acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of October, 1982.

Notary Public

My Commission Expires:

12

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 21973

Lease effective date
May 1-1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

W.A. Moncrief

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

The undersigned, as owner of **30** percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by the assignment	Assignment approved as to lands described below
Township 27 North, Range 109 West **Section 3: SE/4 SE/4** **Section 9: All** **Section 10: All** **Containing 1320.00 acres, more or less** **Sublette County, Wyoming**	**SAME LAND DESCRIPTION AS ITEM 2**

126013

RECORDED Oct 25 1983 8:00 AM
IN BOOK 68 Oil & Gas
FEES $6.00
PAGE 72
Yake COUNTY CLERK
SUBLETTE CO. PINEDALE, WYOMING
by D. McElwee

3. Specify interest or percent of assignor's record title interest being conveyed	assignee	**50%**
4. Specify interest or percent of record title interest being retained by assignor,		**15%**
5. Specify overriding royalty being reserved by assignor		**NONE**
6. Specify overriding royalty previously reserved or conveyed, if any		**8.3%**

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

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

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

Executed this **11th** day of **January**, 19**82**

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature)

Vice President

3555 N.W. 58th Street Suite 500
(Assignor's Address)

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

ATTEST:

Larry Quasey
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 — 1982

By [signature] Authorized Officer

Chief, Oil & Gas Section
(Title)

43688

NOV 22 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 [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 26th day of February, 1982.

(Assignee's Signature)

Moncrief Bldg. - Ninth at Commerce
(Assignee's Address)

Ft. Worth (City) TX (State) 76102 (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of January, 19 82, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt,
Notary Public

reference 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.

76

Form 3106–5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
[illegible] NO. 1004–0034

Lease Serial No.
W 20525

Lease effective date
May 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

W.A. Moncrief

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

The undersigned, as owner of **30** percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 109 West **Section 3: Lots 1,2,3,4, S/2 N/2, N/2 S/2, S/2 SW/4, SW/4 SE/4** **Section 4: Lots 1,2,3,4 S/2 N/2, S/2** **Containing 1243.28 acres more or less** **Sublette County, Wyoming**	196014 SAME LAND DESCRIPTION AS ITEM 2

RECORDED Lyn
68
FEE $6.00
SUBLETTE

25 1983 8:00 A M
PAGE 74
J. York COUNTY CLERK
UNTY, PINEDALE, WYOMING

3. Specify interest or percent of [illegible]r's record title interest being conveyed [illegible]signee	**50%**
4. Specify interest or percent of rec[illegible] title interest being retained by assignor, [illegible]y	**15%**
5. Specify overriding royalty being [illegible]rved by assignor	**NONE**
6. Specify overriding royalty previo[illegible] reserved or conveyed, if any	**8.3%**

7. If any payments out of productio[illegible] ve previously been created out of this l[illegible] if any such payments are being reserved under this assignment, [illegible]ch statement giving full details as to [illegible] method of payment, and other pertinent terms as provided und[illegible] CFR 3106.

It is agreed that the obligation to p[illegible] ny overriding royalties or payments ou[illegible]oduction of oil created herein, which, when added to overriding roy[illegible]s or payments out of production previou[illegible]eated and to the royalty payable to the United States, aggregate in [illegible]s of 17½ percent, shall be suspended wh[illegible]e average production of oil per well per day averaged [illegible] the mont[illegible] is is 15 barrels or less.

I CERTIFY That the statements ma[illegible]erein are true, complete, and correct to th[illegible] best of my knowledge and belief and are made in good faith.

Executed this **11th** day of **January**, 19 **82**

WOODS PETROLEUM CORPORATION

3555 N.W. 58th Street, Suite 500

Larry L. Miles (Assignor's Signature) **Vice President** (Assignor's Address)

ATTEST:

Leroy Lowery

Secretary **Oklahoma City** **Oklahoma** **73112**
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 1 1982

By [signature] Authorized

43687

Chief, Oil & Gas Section
(Title)

NOV 1 1982

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this **26th** day of **February**, 19**82**.

(Assignee's Signature)

Moncrief Bldg. - Ninth at Commerce
(Assignee's Address)

Ft. Worth **TX** **76102**
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of January, 19 82, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt,
Notary Public

rence is required prior to granting a right to 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.

76

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-7571A

Lease effective date
9-1-67

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

PART I

1. Assignee's Name

W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

INSOFAR ONLY as said lease covers lands described from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 Well being 16,986 feet:

136015

Township 28 North, Range 109 West:
Section 5: Lots 1, 2, 4, S/2
Section 7: Lots 1, 2, 4, E/2, E/2 W/2
Section 8: All

Containing 1603.08 acres more or less
Sublette County, Wyoming

RECORDED Apr 25 1983 8:00AM
BOOK 65 Pkg PAGE 76
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 26th day of March, 1982.
WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

Suite 500, National Foundation West Bldg.
3555 N. W. 58th Street
(Assignor's Address)

ATTEST:
Leroy Isserstedt, Secretary

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

1954

THE UNITED STATES OF AMERICA

Assignment approved effective May 1 1982

By [redacted] Authorized

Acting Chief, Oil & Gas Section

May 1 1982

[redacted] [redacted] [redacted]

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 [illegible] tion all wells for proper abandonment, to restore the leased lands upon completion of any drilling operati[illegible] prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to [illegible] regulations (43 CFR 3104.2).

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

Executed this 14th day of April, 19 82.

E. T. Mahoney

(Assignee's Signature)

Moncrief Bldg. - Ninth at Commerce

(Assignee's Address)

W. A. MONCRIEF

Ft. Worth TX 76102

(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of March, 19 82, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt

Mike Pruitt, Notary Public

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

78

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–7577

Lease effective date
9–1–67

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

PART I

1. Assignee's Name

W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
INSOFAR ONLY as said lease covers lands described from surface down to the stratigraphic equivalent of the total depth drilled in Cutlass Unit #1 Well being 16,986 feet:

136016

Township 28 North, Range 109 West
Section 18: Lots 1, [illegible]/2 NW/4, NE/4

Containing 29[illegible].47 acres more or less
Sublette County, Wyoming

RECORDED Sept 25 1983 8:00 AM
BOOK 68 PAGE 78
Sublette County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 26th day of March, 1982.

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature)
Vice President

Suite 500, Nations Foundation West Bldg.
5555 N. W. 58th Street
(Assignor's Address)

ATTEST:
Leroy Hussery, Secretary

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.

Assignment approved effective

THE UNITED STATES OF AMERICA

By [redacted]
(Authorized Officer)

(Title)

[redacted] copies of all productions on oil & gas

[redacted]

[redacted] [redacted] [redacted]

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 14th day of April, 1982.

(Assignee's Signature)

W. A. MONCRIEF

Moncrief Bldg. - Ninth at Commerce
(Assignee's Address)

Ft. Worth TX 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of March, 1982, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt, Notary Public

formation is not provided, the assignment may be rejected.

GPO 833-098

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-8108

Lease effective date
9-1-67

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

PART I

1. Assignee's Name

W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below

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

INSOFAR ONLY as said lease covers lands described from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 well being 16,986 feet:

136017

Township 28 North, Range 110 West
Section 1: Lots 1, 2, 3, 4, S/2

Containing 454.92 acres, more or less
Sublette County, Wyoming

FILED April 25 1983 8:00 AM
BOOK 68 Oil & Gas
PAGE 80
Larry Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D. M. Thune

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 26th day of March , 19 82 .
WOODS PETROLEUM CORPORATION

Larry L. Miles, (Assignor's Signature) Vice President
500 National Foundation West Bldg.
3555 N. W. 58th Street
(Assignor's Address)

ATTEST:
Roy Ussery, Secretary
Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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.

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1982

(Authorized Officer)
Acting Chief, Oil & Gas Section
(Title)
DEC 14 1982

Form may be reproduced provided that copies are printed in accordance with the provisions of 43 CFR 3106 on one sheet of both sides of this

50

...GNEE'S APPLICATION FOR APPROVAL O... ...ER
...R ...NG RIGHTS AND/OR OPERATING AG... SUBLE...

A. ASSIGNEE C... ...S THA...
1. Assignee is over the age of ...ority
2. Assignee is a citizen of th... ...ted States
3. Assignee is [X] Individ... [ ] Municipality [ ] Association [ ] C... ...ion. If other than an individual, assignee's state...ment of ...ifications are attached. If ...sly fu... ...d, identify the serial number of the record in wh...h filed...
4. Assignee's inte...sts, dire... ...d indirect, do not exceed ? ...acres i... ...d gas options or 246,000 chargeable acres in op...ions and ... ...s in the same State, or 30...,000 chargeab... ...es in leases and options in each leasing District in Alaska
5. Assignee [X] is [ ] is ... ...he sole party in interest in this assig... Information as to interests of other parties in this assig... must be furnished ... provided in the reg... ...ns (43 CFR 3106).
6. A filing fee of $...5.00 is a... ...d.

B. ASSIGNEE AGREES That, up... ...oval of this tran... ...r of operating rights ... operating agreement (sublease) by the authorized of...cer of th... ...u of Land Management, he will be boun... ...he terms and conditions of the lease described her...in as to t... ...ests covered by this assignment, inclu...ng, but not limited to, the obligation to conduct all ...erations ... leasehold in accordance with the terms ... ...conditions of the lease, to condition all wells for pr...per abande...ng, to restore the leased lands upon com...tion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

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

Executed this 14th day of April, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg. - Ninth at Commerce
(Assignee's Address)

Ft. Worth TX 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of March, 1982, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice Presid... and acknowledged to me that he executed the same as his free and voluntary act and deed and as the ... 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

EFFECT OF N... FO... ...RMA...ON – If all the information is not provided, the ...agreement may be rejected.

GPO 633 - 059

Form 3106–14
(October 1981)

UNITED S[illegible]
DEPARTMENT OF THE IN[illegible]
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W–9631

Lease effective date
12–1–67

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

PART I

1. Assignee's Name

W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified bel[illegible]

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

INSOFAR ONLY as said lease covers lands described from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 well being 16,986 feet:

136018

Township 28 North, Range 110 West

Section 25: N/2

Containing 320.00 acres, more or less
Sublette County, Wyoming

RECORDED April 25 1983 8:00 AM
IN BOOK 68 Oil PAGE 82
FEES $6.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D McKenzie

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 26th day of March , 1982 .

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

Suite 500, National Foundation West Bldg.
5555 N. W. 58th Street
(Assignor's Address)

ATTEST:

Leroy Ussery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it [illegible] for any person know[illegible] and willfully to make to any department or agency of the United States any false, fictitious, or f[illegible] statements or repr[illegible]tions as to any matter within its jurisdiction.

THE UNITED STATE[illegible] AMERICA

Assignment approved effective MAY 1 1982

(Authorized Officer)

Acting Chief, Oil & Gas Section

DEC 14 1982

(Title) (D[illegible])

[illegible] reproduced pr[illegible] permissions [illegible] reproductions or [illegible]

...GNEE'S APPLICATION FOR APPROVAL ... ...ER
...EI ... RIGHTS AND/OR OPERATING AG... ...SUBL...

A. ASSIGNEE ...ES THA...

1. Assignee is over the age ... ...jority
2. Assignee is a citizen of th... ...ited States
3. Assignee is [X] Indivi... [ ] Municipality [ ] Association [ ] C... ...tion. If other than an individual, assignee's statement of ... ...lifications are attached. If previously f... ...d, identify the serial number of the record in which filed ...
4. Assignee's inte...ests, di... ...d indirect, do not exceed 200,000 acres ... ...d gas options or 246,000 chargeable acres in options and ... ...s in the same State, or 300,000 chargeab... ...es in leases and options in each leasing District in Alaska
5. Assignee [X] is [ ] is ... the sole party in interest in this assig... . Information as to interests of other parties in this ass... ...t must be furnished ... provided in the reg...ations (43 CFR 3106).
6. A filing fee of $25.00 is ...d.

B. ASSIGNEE AGREES That, up... ...roval of this transfer of operating rights ... operating agreement (sublease) by the authorized officer of t... ...au of Land Management, he will be boun... ...he terms and conditions of the lease described herein as to ... ...rests covered by this assignment, incl...ding, but not limited to, the obligation to conduct all operation... ...leasehold in accordance with the terms ...nd conditions of the lease, to condition all wells for proper aban... ...t, to restore the leased lands upon co...letion of any drilling operations as prescribed in the le...se, and t... ...sh and maintain such bond as may be r...uired by the lessor pursuant to the regulations (43 CF... 3104.2).

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

Executed this 14th day of April, 19 82.

W. A. MONCRIEF
(Assignee's Signatur...

Moncrief Bldg - Ninth at Commerce
(Assignee's Address)

Ft. Worth TX 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigne... Notary Public in and for said County and State, on this 26th day of March, 19 82..., personally appeared Larry L. Miles, to me known to be the identical pers... who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice Presi...t and acknowledged to me that he executed the same as his free and voluntary act and deed and as th... ...e and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt, Notary Public

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

GPO 833-059

E8

Form 3106-14
(October 1981)

UNITED STA
DEPARTMENT OF THE IN
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-7578-A

Lease effective date
9-1-67

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

PART I

1. Assignee's Name

W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

INSOFAR ONLY as said lease covers lands described from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 Well, being 16,986 feet:

Township 29 North, Range 109 West

Section 30: All

Containing 646.16 acres, more or less
Sublette County, Wyoming

April 25 1983 8:00 AM
68 Oil
PAGE 84
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 26th day of March , 19 82.
WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President
Suite 500, National Foundation West Bldg.
5555 N. W. 58th Street
(Assignor's Address)

ATTEST:
Secretary
Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a for any person know and willfully to make to any department or agency of the United States any false, fictitious, or fra at statements or repre ations as to any matter within its jurisdiction.

THE UNITED STATE AMERICA

Assignment approved effective By
(Authorized Officer)
(Title) (Date)

form may be reproduced provide act rep ons on one sheet of both sides of this
the provisions of

84

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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 [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 cessation of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

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

Executed this 14th day of April, 19 82.

W. A. Moncrief

(Assignee's Signature)

W. A. MONCRIEF

Moncrief Bldg. - Ninth at Commerce

(Assignee's Address)

Ft. Worth TX 76102

(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of March, 19 82, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Milli[illegible]uitt, Notary Public

EF
for

OT PROVIDING INFORMATION — If all the
provided, the assignment may be rejected.

[redacted] [redacted] [redacted]

333-06

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-7577B

Lease effective date
9-1-67

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

PART I

1. Assignee's Name

W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified bel

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

INSOFAR ONLY as said lease covers lands described from the surface down to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 Well, being 16,986 feet

Township 29 North, Range 109 West

196020

Section 32: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

April 25 1983 8:00 A M
68 Oil
Book 4 PAGE 86
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 26th day of March , 1982 .

WOODS PETROLEUM CORPORATION

Larry U. Miles (Assignor's Signature) Vice President

Suite 500, National Foundation West Bldg.
3555 N. W. 58th Street
(Assignor's Address)

ATTEST:

Leroy Ussery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title)

Form may be reproduced provided *No reproductions on* *provisions of 43*

PG

PART II

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

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

Executed this 14th day of April, 1982.

W. A. MONCRIEF
(Assignee's Signature)

Moncrief Bldg. - Ninth at Commerce
(Assignee's Address)

Ft. Worth (City) TX (State) 76102 (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of March, 19 82, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pr

Notary Public

EFFECT OF NOT PROVIDING INFORMATION — If all the information required on this form and any supplemental forms and documents required by the regulations is not provided, the assignment may be rejected.

Form 3106-14
(October 1981)

UNITED S[illegible]
DEPARTMENT OF THE [illegible]
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-7573A

Lease effective date
9-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

INSOFAR ONLY as said leases cover the following described lands from the surface to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 Well being 16,986 feet:

196021

Township 28 North, Range 109 West

Section 20: NW/4, N/2 SW/4, E/2

Containing 560.00 acres, more or less
Sublette County, Wyoming

RECORDED April 25 1983 8:00 A M
BOOK 68 Oil & Gas PAGE 88
Sec 36 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by M Mathews

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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

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

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

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

Executed this 7th day of April, 19 82.

WOODS PETROLEUM CORPORATION

Larry L. Nyles (Assignor's Signature) Vice President

Natl. Foundation West Bldg., Suite 500
3555 N. W. 58th Street
(Assignor's Address)

ATTEST:

[illegible] Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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.

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 10 1982
(Date)

[illegible] reproduced provisions of [illegible] exact reproductions on one sheet of both sides of this [illegible]

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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 [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 7th day of June, 1982.

W. A. MONCRIEF
(Assignee's Signature)

Moncrief Bldg. 9th at Commerce
(Assignee's Address)

Ft. Worth TX 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of April, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 [illegible], Notary Public

...urces.
...umentation for public information in support ...a-
... made on land status records for the man ...t,
...posal, and use of public lands and resource ...
...nsfer to appropriate Federal agencies whe ...
...e is required prior to granting a right ...e
...da or resources.
...formation from the record and/or the record ... be
...nsferred to appropriate Federal, State, local or
...n agencies, when relevant to civil, criminal or
...tory investigations or prosecutions.

E... :OT PROVIDING INFORMATION — If all ...
fo... t provided, the assignment may be rejected.

...a - 059

Form 3160
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-7575-A

Lease effective date
9-1-67

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

PART I

1. Assignee's Name

W. A. MONCRIEF

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

The undersigned, as owner of 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)

INSOFAR ONLY as said lease covers lands described from the surface of the land to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 Well being 16,986 feet:

196022

Township 28 North, Range 109 West
Section 29: NW/4, N/2 SW/4

Containing 240.00 acres, more or less

Sublette County, Wyoming

April 25 1983 8:00 A.M.
BOOK 68 OR L PAGE 90
FEES $6.00 Lorna J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D M Thune

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	10.375%

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

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

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

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

Executed this 7th day of April , 19 82 .
WOODS PETROLEUM CORPORATION

ATTEST:
SEAL

Leon E. Mires (Assignor's Signature) Vice President
Natl. Foundation West Bldg., Suite 500
3555 N. W. 58th Street
(Assignor's Address)

Leroy Losery, Secretary
Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1982

By Lorna M. Lee
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 10 1982
(Date)

This form may be reproduced in accordance with the prescribed format.

reproductions on one sheet of both sides of this official

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 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 stipulations 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 7th day of June, 19 82

W. A. MONCRIEF
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

(City) Ft. Worth (State) TX (Zip Code) 76102

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of April, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 written.

My Commission Expires:

May 3, 1983

Mike Pruett, Notary Public

(2) Disclosure of information in support of notice on lands records for the management and use of public lands and resources.
(3) To appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) 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 filed, the assignment may be rejected.

Form 3106-1
(October 1981)

UNITED
DEPARTMENT OF THE
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-7575-A

Lease effective date
9-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

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

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
INSOFAR ONLY as said lease covers lands described from the surface of the land to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 Well being 16,986 feet:

196023

Township 28 North, Range 109 West

Section 28: ALL
Section 29: E/2, S/2 SW/4
Section 31: Lots 1, 2, 3, 4, E/2 W/2, E/2

Containing 1629.04 acres, more or less
Sublette County, Wyoming

RECORDED April 25 1983 8:00A M
BOOK 68 O&G PAGE 92
6th Sara J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D McClure

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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

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

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

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

Executed this 7th day of April, 1982.

WOODS PETROLEUM CORPORATION

Larry L. Hales (Assignor's Signature) Vice President

Natl. Foundation West Bldg., Suite 500
3555 N. W. 58th Street
(Assignor's Address)

ATTEST:
Leroy Ussery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By Glenna W. Lane
(Authorized Officer)

Chief, Oil & Gas Section

SEP 10 1982
(Title) (Date)

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reproductions on one side of bill sheet

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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 [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 7th day of June, 19 82.

W. A. MONCRIEF
(Assignee's Signature)

Moncrief Bldg. - 9th at Commerce
(Assignee's Address)

Ft. Worth TX 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and said County and State, on this 7th day of April, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 Pruett, Notary Public

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.

NOTE: IF INFORMATION – If all information is not provided, the assignment may be rejected.

3-050

Form 3[illegible]
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: Feb[illegible] 28 1987

Lease Serial No. W-5191

Lease effective date 5-1-67

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

PART I

1. Assignee's Name ✓ W. A. MONCRIEF

Address (include zip code) MONCRIEF BUILDING
NINTH AT COMMERCE
FORT WORTH, TEXAS 76102

*46.5625% down to 16,986 feet
30.9375% below 16,986 feet

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)

Township 27 North, Range 109 West
Section 8: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

196024

RECORDED April 25 1983 8:00 A M
IN BOOK 68 Oil & Gas PAGE 94
FEES $6.00 Larry Yack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D. McClure

3. Specify interest or percent of operating rights being conveyed to assignee	15.46875%
4. Specify interest or percent of operating rights being retained by assignor Down to 16,986 feet Below 16,986 feet	31.09375% 15.46875%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	12.5%

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 1st day of September, 1982.
WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, Vice President

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

ATTEST:
Vessey, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

CORP. 1950 DELAWARE

Title 18 U.S.C. Section 1001, makes it a c[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.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By [signature]
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

APR 7 1983

[illegible] provided that copies are exact reproductions on one sh[illegible]
[illegible] 43 CFR 3102

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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 [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 16th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Prud
Mike Prud

Notary Public

...e adjudication of ... resources.

Documentation for public information in support of notations made to land status records for the management, disposal or use of public lands and resources. Transfer to appropriate Federal agencies will be concurrence required prior to granting a right to public lands or resources.

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 ... in not provided, the assignment may be ...

GPO 833-069

Form 3106-14
(October 1981)

UNITED S.
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No. W-7576-A

Lease effective date 9-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (include zip code): MONCRIEF BUILDING
NINTH AT COMMERCE
FORT WORTH, TEXAS 76102

8.75% down to 16,986 feet
12.50% below 16,986 feet

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)

Township 28 North, Range 109 West
Section 32: All
Section 34: All

Containing 1280.00 acres, more or less
Sublette County, Wyoming

196025

RECORDED April 25 1983 8:00 A M
IN BOOK 68 Misc PAGE 96
FEES $6.00 Lora J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Etienne

3. Specify interest or percent of operating rights being conveyed to assignee		6.25%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 feet Below 16,986 feet	12.50% 6.25%
5. Specify overriding royalty interest being reserved by assignor		NONE
* Specify overriding royalty previously reserved or conveyed, if any		11%

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 September, 1982.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, Vice President

ATTEST:
Leroy Ussery, Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By _____
(Authorized Officer)

ACTING Chief, Oil & Gas Section

APR 6 1983

96
(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 [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 16th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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

process the assignment or request for approval.

PRINCIPLE USES:
The adjudication of the assignee's rights to land or resources.
Documentation for public information in support of notations and status records for the management, disposition of public lands and resources.
Transmittal to appropriate Federal agencies with whom correspondence is required prior to granting a right on public lands or resources.
(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 the information is not provided, the assignment may be rejected.

53 - 052

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-7576

Lease effective date 9-1-~~76~~67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address *(include zip code)*: MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

The undersigned, as owner of 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)
INSOFAR ONLY as said lease covers the following described land from the surface to 100 feet below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Cutlass Unit #29-1 well, located in the NW/4 SW/4 NW/4 Section 29-28N-109W:

196026

Township 28 North, Range 109 West
Section 33: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

Filed for Record
Sept 25 1982 8:00 AM
Book 68 Misc
Fees $6.00 and Yoke
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	25%
4. Specify interest or percent of operating rights being retained by assignor	25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.0%

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

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

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

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

Executed this 1st day of September, 1982.

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

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

ATTEST:

Leroy Ussery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 01 1982

By Glenna M. Sanc
(Authorized Officer)

Chief, Oil & Gas Section

JAN 31 19[illegible]

28 (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 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 16th day of November, 192 .

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 P[illegible], Notary Public

PRINCIPAL PURPOSE(S) OF THE INFORMATION: To process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to land or resources.
(2) Documentation for public information in support of notations on land status records for the management, disposal, and use of public lands and resources.
(3) Transmittal to appropriate Federal agencies for concurrence required prior to granting a right to 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 the information is not provided, the assignment may be rejected.

3160-6

Form 3100-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: [illegible]

Serial No. W-1570

Lease effective date 9-1-67
196027

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

RECEIVED
FEB 6 8 00 AM
BLM

April 25 1983 8:00 A.M.
Book 0 & G PAGE 100
Fee $ 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McClure

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (*include zip code*): MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

*TRACT 1: 100%
TRACT 2: 50%

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)

INSOFAR ONLY as said lease covers the following described land from the surface to 100 feet below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Cutlass Unit #29-1 well, located in the NW/4 SW/4 NW/4 Section 29-28N-109W:

TRACT 1: Township 28 North, Range 109 West
Section 30: NE/4, N/2 SE/4

240A

Containing 588.48 acres, more or less
Sublette County, Wyoming

TRACT 2: Township 28 North, Range 109 West
Section 30: Lots 1,2,3,4,
E/2 W/2, S/2 SE/4

341.48A

3. Specify interest or percent of operating rights being conveyed to assignee	Tract 1: Tract 2:	50% 25%
4. Specify interest or percent of operating rights being retained by assignor	Tract 1: Tract 2:	50% 25%
5. Specify overriding royalty interest being reserved by assignor		NONE
6. Specify overriding royalty previously reserved or conveyed, if any	Tract 1: Tract 2:	12.25% 6.0%

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.

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 September, 1982.

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

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

ATTEST:

For Reserve Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 0 1 1982

By Alonzo W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

100

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 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 16th day of November, 19 82.

W. A. Moncrief

(Assignee's Signature)

Moncrief Bldg., 9th at Commerce

(Assignee's Address)

Fort Worth, Texas 76102

(City) (State) (Zip Code)

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 [illegible], 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 land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, lease, or use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right to public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

3133-059

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-7571-A

Lease effective date 9-1-67

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

PART 1

1. Assignee's Name: W. A. MONCRIEF

Address (*include zip code*): MONCRIEF BUILDING, NINTH AT COMMERCE, FORT WORTH, TEXAS 76102

*18.75% down to 16,986 feet
12.50% below 16,986 feet

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)

196028

Township 28 North, Range 109 West
Section 5: Lots 1,2,3,4, S/2
Section 7: Lots 1,2,3,4, E/2, E/2 W/2
Section 8: All

Containing 1,603.08 acres, more or less
Sublette County, Wyoming

RECORDED April 25 1983 8:00 AM
BOOK 68 O&G PAGE 102
FEES $6.00 Lavina J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
A D McKenna

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 feet 12.50% Below 16,986 feet 6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	1.1%

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 September, 1982.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)

Larry L. Miles, Vice President

ATTEST:

Leroy Lubery, Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By [illegible]
(Authorized Officer)

Acting Chief, Oil & Gas Section

DEC 14 19[illegible]

102 (T-[illegible])

[illegible] may be reproduced [illegible]

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 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 16th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 Pruett, Notary Public

ROUTINE USES:

(1) To 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. 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.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: Feb.

Lease Serial No. W-7572

Lease effective date 9-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (*include zip code*): MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

196029

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)

INSOFAR ONLY as said lease covers the following described land from the surface to 100 feet below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Cutlass Unit #29-1 well, located in the NW/4 SW/4 NW/4 Section 29-28N-109W:

Township 28 North, Range 109 West
Section 17: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

RECORDED April 25 1983 8:00 A M
BOOK 68 Oil PAGE 104
FEES $6.00 Lacey Yule COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	25%
4. Specify interest or percent of operating rights being retained by assignor	25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.0%

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

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

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

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

Executed this 1st day of September, 1982.

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

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

ATTEST:

Leroy Mabery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 0 1 1982

By Gloria M. Jones
(Authorized Officer)

Chief, Oil & Gas Section

JAN 31 19

104 (Title)

105

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 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 16th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 Pr...
Notary Public

...IPAL PURPOSE – The information is ...ed to ... the assignment and request for approval.

...E USES:
(1) The adjudication of the assignee's rights ...and or resources.
(2) Documentation for public information in s... of notations made on land status records for the ...agement, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies ... concurrence is required prior to granting a ri... 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.

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

GPO 833-060

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-7577

Lease effective date 9-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (include zip code): MONCRIEF BUILDING
NINTH AT COMMERCE
FORT WORTH, TEXAS 76102

*18.75% down to 16,986 feet
12.50% below 16,986 feet

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)

196030

Township 28 North, Range 109 West
Section 18: Lots 1,2, E/2 NW/4, NE/4

Containing 292.47 acres, more or less
Sublette County, Wyoming

FILED April 25 1983 8:00 AM
BOOK 68 Oil PAGE 106
FEES $6.00 Sara J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 feet 12.50% Below 16,986 feet 6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 September, 1982.
WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, Vice President

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

ATTEST:
Leroy Ussery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By J. K. Gould
(Authorized Officer)
ACTING Chief, Oil & Gas Section
APR 6 1983
106 (Title)

Form may be reproduced by typing

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

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

Executed this 16th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of November, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 P[illegible], Notary Public

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

ROUTINE USES:
(1) The adjudication of the assignee's rights to land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies where concurrence is required prior to granting a right on public lands or resources.
(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

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-8108

Lease effective date 9-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (include zip code): MONCRIEF BUILDING, NINTH AT COMMERCE, FORT WORTH, TEXAS 76102

*18.75% down to 16,986 feet
12.50% below 16,986 feet

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)

Township 28 North, Range 110 West
Section 1: Lots 1,2,3,4, S/2

Containing 454.92 acres, more or less
Sublette County, Wyoming

196031

Filed April 25 1983 8:00 A M
Book 68 Misc
Page 108
Fees $6.00 Laura J. Hicks COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 feet: 12.50% Below 16,986 feet: 6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 September, 1982.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, Vice President

ATTEST:

Leroy Ussery, Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By J. R. Lewis
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

DEC 14 1982
(Date)

This form may be reproduced provided that copies conform in accordance with the provisions of 43 CFR 3106

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 16th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President of Woods Petroleum Corporation to the foregoing instrument and acknowledged tp 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 Prunty
Notary Public

(Assignee's Address) the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to land or resources.

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

(3) Transfer to appropriate Federal agencies where concurrence is required prior to granting a right in public lands or resources.

(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 the information is not provided, the assignment may be rejected.

GPO 833 - 059

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-8109

Lease effective date 9-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address *(include zip code)*: MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

The undersigned, as owner of 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)

INSOFAR ONLY as said lease covers the following described land from the surface to 100 feet below the stratigraphic equivalent of the depth of 16,986 feet as measured in the Cutlass Unit #29-1 well, located in the NW/4 SW/4 NW/4 Section 29-28N-109West:

Township 28 North, Range 110 West
Section 24: All

Containing 640.00 acres, more or less
Sublette County, Wyoming

196032

RECORDED April 25 1983 8:00 A M
IN BOOK 68 Oil & Gas PAGE 110
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	25%
4. Specify interest or percent of operating rights being retained by assignor	25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.0%

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

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

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

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

Executed this 1st day of September, 1982.

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

500 National Foundation West Building
3555 N. W. 58th Street

(Assignor's Address)

ATTEST:

Leroy Hasery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 01 1982

By Thomas M. Lane
(Authorized Officer)

Chief, Oil & Gas Section

(Title)

JAN 31 1983
(Date)

110

This form may be reproduced, provided that copies are exact reproductions of this official one.

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 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 16th day of November, 19 82

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 [illegible], Notary Public

[illegible] the assignment and request for approval.

[illegible] USES:
[illegible] adjudication of the assignee's rights to [illegible] or resources.
[illegible] documentation for public information in support of decisions made on land status records for the [illegible]nt, disposal, and use of public lands and resources.
[illegible] transfer to appropriate Federal agencies when concurrence is required prior to granting a right to public lands or resources.
[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]CT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

GPO 833-059

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-9631

Lease effective date 12-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (include zip code): MONCRIEF BUILDING
NINTH AT COMMERCE
FORT WORTH, TEXAS 76102

*18.75% down to 16,986 feet
12.50% below 16,986 feet

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)

Township 28 North, Range 110 West
Section 25: N/2

196033

Containing 320.00 acres, more or less
Sublette County, Wyoming

FILED April 25 1983 8:20 A M
IN BOOK 68 Misc PAGE 112
FEES $6.00 Lorna York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ellis

3. Specify interest or percent of operating rights being conveyed to assignee		6.25%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 feet Below 16,986 feet	12.50% 6.25%
5. Specify overriding royalty interest being reserved by assignor		NONE
6. Specify overriding royalty previously reserved or conveyed, if any		11%

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 September, 1982.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, Vice President

ATTEST:
Leroy Ussery, Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By _____
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

DEC 14 1982
(Date)

112

Form may be reproduced provided that copies conform in all respects

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 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 16th day of November, 1982.

W. A. Moncrief

(Assignee's Signature)

Moncrief Bldg., 9th at Commerce

(Assignee's Address)

Fort Worth, Texas 76102

(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 1982, personally appeared Larry L. Miles, to me know 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

PRIVACY ACT STATEMENT

The information on this form is provided pursuant to the Privacy Act of 1974 (5 U.S.C. 552a). The information will be used in the adjudication of the assignee's rights to public lands or resources.

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

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

GPO 833 - 059

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-53082

Lease effective date 1-1-76

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (*include zip code*): MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

The undersigned, as owner of 43.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 110 West
Section 12: N/2, SW/4

196034

Containing 480.00 acres, more or less
Sublette County, Wyoming

April 25 1983 8:00 AM
Book 68 Misc
Page 114
Fees 6.00 Laura Yahn County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mathews

3. Specify interest or percent of operating rights being conveyed to assignee	21.875%
4. Specify interest or percent of operating rights being retained by assignor	21.875%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 September, 1982.

WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

ATTEST:

Leroy Ussery, Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By _____ (Authorized Officer)

Chief, Oil & Gas Section

APR 4 1983

114 (Title) (Date) 12

Form may be reproduced provided that copies are in accordance with the provisions of 43 CFR 3

reproductions on one sheet of both sides of this official f

[redacted]

[redacted]

[redacted]

...GNE... ...PLICATION FOR APPROVAL OF ... ...R
...CAT... ...ITS AND OR OPERATING AGREE... ...BLE

A. ASSIGNEE CER... ...HAT
1. Assignee is ... ...ge o... ...y ... States
2. Assignee is ... ...of th... ...Municipality [ ] Association [ ] Co... ...on. If ... then an individual,
3. Assignee is ... ...vidu... ...tions are attached. If previously fur... ..., identif... ...serial number of
assignee's st... ...of it...
the record ti... ...led...
4. Assignee's int... ...direc... ...itect, do not exceed 200,000 acres in ... gas op... or 246,000 charge-
able acres in o... ...and l... ...the same State, or 300,000 chargeabl... in lease... ...ad options in each
leasing Distric... ...aska.
5. Assignee [X] ... ...is ... ...sole parties in interest in this assig... ...information as to interests of
other parties in ... ...assign... ...st be furnished as provided in the re... (43 CF... 3106).
6. A filing fee of $... ...is att...

B. ASSIGNEE AGREE... ...upo... ...of this transfer operating rights ...erati... ...sment (sublease)
be the authorized ... ...f the... ...Land Man... ment, he will be bou... ...ter... ...conditions of the
lease described he... ...to th... ...is covered this assignment, inc... ...ut no... ...d to, the obliga-
tion to conduct all ... ...ons o... ...easehold in accordance with the term... ...ditions ... ne lease, to condi-
tion all wells for pr... ...and... ...o restore the leased lands upon con... ...f any ...lling operations as
prescribed in the lea... ...nd to... ...nd maintain such bond as may be re... ...y the lessor pursuant to the
regulations (43 CFR ...4.2).

C. IT IS HEREBY CER... ...ED Th... ...statements made herein are true, compl... ...correct t... the best of under-
signed's knowledge ... ...belief a... ...made in good faith.

Executed this 16th de... Nov... , 1982 .

(Assigne... ...signatur...

W. A. Monorief

Monorief Bldg... ...h at ...ommerce
(Addres...

Fort Worth, T... 76...
(City) (Zip Code)

STATE OF OKLAHO...
COUNTY OF OKLAH...

Before me, ... und... ...ed, a Notary Public in and ... ...d Co... ...y and State,
on this 1st ...ay of ...ber, 19 82, personally a... ...d La... L. Miles,
to me know to b... the id... ...al person who subscribed the ... of W... Petroleum
Corporation to ... fore... ...instrument as its Vice Pre... ... ac... knowledged
tp me that he e...cuted ... ...ame as his free and voluntar... ... and ... and as the
free and volunt... act ...deed of such corporation, for... ...uses ... purposes
therein set forth.

Given under my hand ...eal the day and year last a... ...writt...

My Commission E...pires:

May 3, 1983

Mike ..., Notary Public

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

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

ROUTINE ...ES:
(1) The ...dication of the assignee's rights to the lan... or res...rces.
(2) Do...entation for public information in support of n...ti... made on land status records for the management, disp...sal, and use of public lands and resources.
(3) Tra...fer to appropriate Federal agencies when concurren... is required prior to granting a right in public lan... or resources.
(4)(5) ...ormation from the record and/or the record will be ...nsferred to appropriate Federal, State, local or ...ign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT... NOT PROVIDING INFORMATION – If all the in...rmati... ...provided, the assignment may be rejected.

911

...Government P... ...ffice 1980 677 655/469

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-52792

Lease effective date 12-1-75

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

PART I

1. Assignee's Name W. A. MONCRIEF

Address *(include zip code)* MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

6.875

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)

196035

Township 28 North, Range 110 West
Section 13: W/2
Section 25: S/2

Containing 640.00 acres, more or less
Sublette County, Wyoming

1983 Book A
Page 116
April 25
6 8 0'clock
6th Land Yoke
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of operating rights being conveyed to assignee	23.4375%
4. Specify interest or percent of operating rights being retained by assignor	23.4375%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 September, 1982.
WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President
500 National Foundation West Building
3555 N. W. 58th Street
(Assignor's Address)

ATTEST:
Leroy Ussery, Secretary
Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

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

APR 4 1983
(Date)

FOR ASSIGN

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

PART II

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

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 16th day of November , 19 82.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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

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

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

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

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

GPO 833-059

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-59826

Lease effective date 1-1-76

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

PART I

1. Assignee's Name W. A. MONCRIEF

Address (*include zip code*) MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

*Tract 1: 46.875%
Tract 2: 43.75%

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

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

TRACT 1: Township 28 North, Range 110 West
Section 14: All

TRACT 2: Township 28 North, Range 110 West
Section 11: E/2, E/2 SW/4

Containing 1040.00 acres, more or less
Sublette County, Wyoming

196036

April 25 1983 8:00 A.M.
68 Ore
6th Land of York
PAGE 118
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mathews

3. Specify interest or percent of operating rights being conveyed to assignee	Tract 1: Tract 2:	23.4375% 21.875%
4. Specify interest or percent of operating rights being retained by assignor	Tract 1: Tract 2:	23.4375% 21.875%
5. Specify overriding royalty interest being reserved by assignor		NONE
6. Specify overriding royalty previously reserved or conveyed, if any		11%

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 September, 1982.
WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President

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

ATTEST:

Leroy Usery, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By _____ (Authorized Officer)
Chief, Oil & Gas Section

FEB

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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 [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 16th day of November, 19 82.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the of Woods Petroleum Corporation to the foregoing instrument as its Vice Pres and acknowledged tp me that he executed the same as his free and voluntar and deed and as the free and voluntary act and deed of such corporation, for 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

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 land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right to public lands or resources.
(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 the information is not provided, the assignment may be rejected.

GPO 833-060

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-757

Lease effective date 9-1-67

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

PART I

1. Assignee's Name ✓ W. A. MONCRIEF

Address (include zip code) MONCRIEF BUILDING
NINTH AT COMMERCE
FORT WORTH, TEXAS 76102

*18.75% down to 16,986 feet
12.50% below 16,986 feet

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)

Township 29 North, Range 109 West
Section 30: All

196087

Containing 646.16 acres, more or less
Sublette County, Wyoming

FILED for record the 22nd day of April A.D. 1983 8:00 A.M.
and recorded in Book 68 Oil & Gas on PAGE 120
FEES $6.00 Fern Q. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 feet 12.50% Below 16,986 feet 6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 September, 1982.
WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, Vice President
ATTEST:
Leroy Lasery, Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1982

By [signature]
(Authorized Officer)
ACTING Chief, Oil & Gas Section
120 (Title)
APR 6 1983 (Date)

Public reporting burden for this form is estimated to average 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Send comments regarding this burden estimate or any other aspect of this form to Bureau of Land Management, Information Collection Clearance Officer (WO-630), 1800 C Street, NW, Washington, DC 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, DC 20503.

Reproduction may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form and the provisions of 43 CFR 3106

PART II

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

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is 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 16th day of November , 1982 .

W. A. Moncrief
(Assignee's Signature)
W. A. Moncrief

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt
Mike Pruitt, Notary Public

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

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

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

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

GPO 833-059

F 3106–14
(C 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-7577-B

Lease effective date 9-1-67

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

PART I

1. Assignee's Name ✓W. A. MONCRIEF

Address (include zip code) MONCRIEF BUILDING
NINTH AT COMMERCE
FORT WORTH, TEXAS 76102

18.75% down to 16,986 feet
12.50% below 16,986 feet

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)

Township 29 North, Range 109 West
Section 32: All

196038

Containing 640.00 acres, more or less
Sublette County, Wyoming

RECORDED August 25 1983 8:00 A.
BOOK 68 Oil & Gas PAGE 122
Lou Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Blume

3. Specify interest or percent of operating rights being conveyed to assignee	6.25%
4. Specify interest or percent of operating rights being retained by assignor Down to 16,986 feet Below 16,986 feet	12.50% 6.25%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11%

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 September, 1982.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, Vice President

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

ATTEST:
Leroy Users, Secretary

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 82

(Authorized Officer)
Chief, Oil & Gas Section
APR 6 1983
(Title) (Date)

122

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form.

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 [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 16th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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

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

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

GPO 833-869

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 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: April 1, 1973
Serial Number: W-76263
Description: T31N-R114W, 6th PM
Sec. 13: NE/4SW/4, SE/4SW/4, SE/4, NW/4, W/2NE/4, SE/4NE/4
Sublette County, Wyoming

from the surface of the earth to 50' below the stratigraphic equivalent of the total depth of 5750' encountered in the #13-31 Well located in the NWSW Sec. 13, T31N-R114W, 6th PM.

Signed and executed this 12th day of April, 1983.

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
H. G. Culp, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 12th day of April, 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 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
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986

_____
Notary Public in and for said
City, County and State

My Commission Expires

_____

196072

April 27 1983 8:00 AM
BOOK 68 O+G PAGE 124
FEE $6.00 Lena J York COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Dorothy M Ek

125

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 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: April 1, 1973
Serial Number: W-76263
Description: T31N-R114W, 6th PM
Sec. 13: NW/4SW/4
Sublette County, Wyoming

from the surface of the earth to 50' below the stratigraphic equivalent of the total depth of 5250' encountered in the #13-31 Well located in the NWSW Sec. 13, T31N-R114W 6th PM.

Signed and executed this 12th day of April, 1983

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
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 12th day of April 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 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
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986

_____
Notary Public in and for said
City, County and State

196073

My Commission Expires

_____

FEE CODE Cyprus 27
CHARGE 68 00
FEES $4.00 Paid
SUBLETTE CO PIN
1983 8:00 AM
BOOK 125
COUNTY CLERK
WYOMING
By M. Stone

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 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, 1976
Serial Number: W-76264
Description: T31N-R114W, 6th PM
Sec. 14: NE/4SE/4, SE/4NE/4
Sublette County, Wyoming

from the surface of the earth to 50' below the stratigraphic equivalent of the total depth of 5750' encountered in the #13-31 Well located in the NWSW Sec. 13, T31N-R114W, 6th PM.

Signed and executed this 12th day of April, 1983.

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
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 12th day of April, 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 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
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986

_____
Notary Public in and for said
City, County and State

My Commission Expires

196074

RECORDED April 27 1983 8:40 A.M.
IN BOOK 68 Misc PAGE 126
FEES $4.00 Lavina York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Dorothy M. Stu

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 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: December 1, 1973
Serial Number: W-42295
Description: T31N-R114W, 6th PM
Sec. 22: S/2SE/4
Sec. 26: N/2, N/2SE/4
Sublette County, Wyoming

from the surface of the earth to 50' below the stratigraphic equivalent of the total depth of 13,100' encountered in the Piney Creek #1 Well located in the SWSE of Sec. 22 T31N-R114W, 6th PM.

Signed and executed this 12th day of April, 1983.

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 12th day of April, 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 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 this certificate first above written.

OFFICIAL SEAL
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires June 1, 1986

Beverly J. Crawford
Notary Public in and for said
City, County and State

My Commission Expires

196075

RECORDED Apr 27 '83 8:00A
IN BOOK 68 Of
FEES $4.00 Lam Gfad
SUBLETTE CO
Lyle Watt
127
COUNTY CLERK

[redacted] [redacted] [redacted]

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 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: July 1, 1978
Serial Number: W-76265
Description: T31N-R114W, 6th PM
Sec. 23: SW/4SE/4
Sublette County, Wyoming

from the surface of the earth to 50' below the stratigraphic equivalent of the total depth of 5300' encountered in the Piney Creek #1 Well located in the SWSE of Sec. 23, T31N-R114W, 6th PM.

Signed and executed this 12th day of April, 1983.

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 12th day of April, 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 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
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

196076

My Commission Expires

RECORDED April 27 1983 8:00 A M
IN BOOK 68 Oil PAGE 128
FEES $ 4.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

128

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 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: July 1, 1978
Serial Number: W-76265
Description: T31N-R114W, 6th PM
Sec. 23: SE/4SE/4, N/2SE/4
Sublette County, Wyoming

from the surface of the earth to 50' below the stratigraphic equivalent of the total depth of 8300' encountered in the Piney Creek #1 Well located in the SWSE of Sec. 23, T31N-R114W, 6th PM.

Signed and executed this 12th day of April, 1983.

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
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 12th day of April, 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 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
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires June 12, 1986

_____
Notary Public in and for said
City, County and State

My Commission Expires

196077

RECORDED April 27 A.D. 1983 at 8:00 A.M.
IN BOOK 68 Deeds PAGE 129
FEES $4.00 Paid
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

Serial No.

W-65299

KNOW ALL MEN BY THESE PRESENTS:

That FRANK N. CRITELLI , 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 PRO-Oil, Inc., 555 Madison Avenue, New York, New York 10022 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 Building, Denver, Colorado , in which "Assignor" herein reserved a n 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:

196086

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

RECORDED April 25 1983 9:00 A.M.
BOOK 65 Or A PAGE 130
FEE 4.00 Sandy York COUNTY CLERK
Dorothy McKim

Dated this 24th day of January , 1983 .

Frank N. Critelli
Assignor
Frank N. Critelli

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me this 24th day of January , 19 83 by FRANK N. CRITELLI .

My Commission Expires: 3/30/83

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19...

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-54471

KNOW ALL MEN BY THESE PRESENTS:

That FRANK N. CRITELLI, 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 PRO-Oil, Inc., 555 Madison Avenue, New York, New York 10022 hereinafter called "Assignee", its successors and assigns all of its interest in that certain over-riding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 9/1/76, to William S. Schicktanz, 555 17th St., 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:

196087

Township 28N; Range 112W; 6th P.M.
Sec. 35: Lots 1, 2, 3, SE¼NE¼, E½SE¼, SW¼SE¼,
Containing 209.45 acres, more or less.

April 28 1983 Sharon M
68 Ord
Fee 4.00 Sandy Hall
PAGE 131
COUNTY CLERK
SUBLETTE COUNTY CLERK

Dated this 24th day of January, 1983.

Frank N. Critelli
Assignor
Frank N. Critelli

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me this 24th day of January, 19 83 by FRANK N. CRITELLI.

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/30/83

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19..

ASSIGNMENT OF OVERRIDING ROYALTY

Serial No.
W-72869

KNOW ALL MEN BY THESE PRESENTS:

That FRANK N. CRITELLI, 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 PRO-Oil, Inc., 555 Madison Avenue, New York, New York 10022 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 Christmann & Associates, P. O. Box 238, Pinedale Wyoming 82941, in which "Assignor" herein reserved an overriding royalty of thirty-three and one-third (33-1/3) 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 Christmann and Associates detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

190008

Township 30N; Range 114W;
Sec. 11: NW¼,
Containing 160.00 acres, more or less.

Filed April 25 1983 8:48 AM
65 Qwx PAGE 132
Lena J. York COUNTY CLERK
Dorothy M. Stein

Dated this 24th day of January, 1983.

Frank N. Critelli
Assignor
Frank N. Critelli

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK: SS.
COUNTY OF ERIE :

The foregoing instrument was acknowledged before me this 24th day of January, 19 83 by FRANK N. CRITELLI.

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/30/83

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19..

133

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-62801

KNOW ALL MEN BY THESE PRESENTS:

That FRANK N. CRITELLI, 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 PRO-Oil, Inc., 555 Madison Avenue, New York, New York 10022 hereinafter called "Assignee", its successors and assigns all of its interest in that certain over-riding 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, New York 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 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 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.

Dated this 24th day of January, 1983.

Frank N. Critelli
Assignor
Frank N. Critelli

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

196089
April 28 1983 8:00 A
68 Ord 133
4th Land Yak COUNTY CLERK
SUBLETTE, WYOMING
by Dorothy M. Stein

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me this 24th day of January -, 19 83 by FRANK N. CRITELLI.

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/30/83

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19...

[redacted] [redacted] [redacted]

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-ST-78-539

KNOW ALL MEN BY THESE PRESENTS:

That FRANK N. CRITELLI, 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 PRO-Oil, Inc., 555 Madison Avenue, New York, New York 10022 hereinafter called "Assignee", its successors and assigns all of its interest in that certain over-riding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 7/2/78, to Home Petroleum Corporation, 2600 North Loop West, Suite 400, Houston, Texas 77092, 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 Corporation 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 476.97 acres, more or less.

Dated this 24th day of January, 1983.

Frank N. Critelli
Assignor
Frank N. Critelli

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

196090

April 25 1983 8:00A
65 Ovr
134
FEE $ 4.00 Lora J York
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Nielsen

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me this 24th day of January, 19 83 by FRANK N. CRITELLI.

My Commission Expires: 3/30/83

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19...

134

135

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No.
W-56019

KNOW ALL MEN BY THESE PRESENTS:

That FRANK N. CRITELLI, 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 PRO-Oil, Inc., 555 Madison Avenue, New York, New York 10022 hereinafter called "Assignee", its successors and assigns all of its interest in that certain over-riding royalty reserved by "Assignor" in assignment of oil and gas lease dated and effective 9/1/76, to Gerald VanHook, 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.

Dated this 24th day of January, 1983.

Frank N. Critelli
Assignor
Frank N. Critelli

2959 Genesee Street, Suite #3
Address
Buffalo, New York 14225

196091

Filed: 4:00 P.M. January 25 1983
Recorded: 65 Book 4
Fee: $4.00 Book 2 York
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McArthur

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK:
COUNTY OF ERIE : SS.

The foregoing instrument was acknowledged before me this 24th day of January, 19 83 by FRANK N. CRITELLI.

Lynn M. Ritchie
Lynn M. Ritchie
Notary Public

My Commission Expires: 3/30/83

LYNN M. RITCHIE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 19...

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No. W-60128

KNOW ALL MEN BY THESE PRESENTS:

That Eugene Monesi hereinafter called "Assignor" for and in consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto PRO-Oil, Inc. 555 Madison Avenue, New York New York 10022 hereinafter called "Assignee", its successors and assigns an undivided Thirty three and one third (33 1/3) PERCENT interest in that certain production payment reserved by "Assignor" in Assignment of Oil and Gas Lease dated Jan. 1, 1978, to Northwest Exploration Company herein reserved a Production Payment of $ 1,000 per acre out of Five (5) % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" also agrees to assign an undivided Thirty three and one third (33 1/3) PERCENT interest in any Assignment or Reassignment to which he might become entitled under such provisions in the Assignment to Northwest Exploration Comapny detailed above.

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

T 30 N, R 110 W, 6th PM
Sec. 11: Lots 2, 3, 4, N½, W½SW¼, NE¼SW¼, NW¼SE¼
Sec. 13: Lot 1, E½, E½W½, SW¼NW¼, W½SW½
Sec. 15: Lots 2, 3,
Sec. 20: N½NE¼
Sec. 21: Lots 2, 3, 5, N½NW¼
Sec. 22: SE¼SE¼
Sec. 23: NE¼, E½NW¼, S½
Sec. 27: Lot 3, E½NE¼, SW¼NE¼, SE¼NW¼, S½

And contain 2,552.03 acres, more or less.

Dated this 24 day of Jan., 1983

1975 E. Sunrise Blvd., Suite 630
Address
Ft. Lauderdale, Fla. 33304

Eugene Monesi
Assignor (husband)

Assignor (spouse, where applicable)

196092

STATE OF Florida
ss.:
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of January, 1983 by Eugene Monesi

and (spouse, where applicable)

Notary Public

(Seal)
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires Apr. 25, 1983

136

137

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No. W-57540

KNOW ALL MEN BY THESE PRESENTS:

That Eugene Monesi hereinafter called "Assignor" for and in consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto PRO-Oil, Inc. 555 Madison Avenue, New York New York 10022 hereinafter called "Assignee", its successors and assigns an undivided Thirty three and one third (33 1/3) PERCENT interest in that certain production payment reserved by "Assignor" in Assignment of Oil and Gas Lease dated Feb. 1, 1977, to William S. Schicktanz herein reserved a Production Payment of $ 1,000.00 per acre out of Five (5) % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" also agrees to assign an undivided Thirty three and one third (33 1/3) PERCENT interest in any Assignment or Reassignment to which he might become entitled under such provisions in the Assignment to William S. Schicktanz detailed above.

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

T. 31 N., R. 112 W., 6th PM
Sec. 6: Lots 6, 7, E½ SW¼, SE¼., Sec. 7: Lots 1, 2 E½W½, E½.,
Sec. 8: W½., Sec. 17: W½, W½SE¼, NW¼NE¼, Sec. 18: E½NW¼, NE¼SW¼, SE¼SE¼, NE¼.,
Sec. 20: SW¼, SW¼SE¼, NW¼NE¼

And contain 2,200.25 acres, more or less.

Dated this 24 day of Jan., 19 82 83

1975 E. Sunrise Blvd., Suite 630
Address
Ft. Lauderdale, Fla. 33304

Eugene Monesi
Assignor (husband)

Assignor (spouse, where applicable)

198193

Filed Jan 28 1983 8:00A
Book 68 Oil Page 137
Fees $4.25 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy

STATE OF Florida
ss.:
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of January, 19 82 83 by Eugene Monesi and (spouse, where applicable) .

Notary Public

(Seal) [redacted]

[redacted] [redacted] [redacted]

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No. W-63923

KNOW ALL MEN BY THESE PRESENTS:

That Eugene Monesi hereinafter called "Assignor" for and in consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto PRO-Oil, Inc. 555 Madison Avenue, New York New York 10022 hereinafter called "Assignee", its successors and assigns an undivided Thirty three and one third (33 1/3) PERCENT interest in that certain production payment reserved by "Assignor" in Assignment of Oil and Gas Lease dated June 1, 1973, to Welpet Energy L.P. herein reserved a Production Payment of $ 10,000 per acre out of 5% Five per cent % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" also agrees to assign an undivided Thirty three and one third (33 1/3) PERCENT interest in any Assignment or Reassignment to which he might become entitled under such provisions in the Assignment to Welpet Energy L.P. detailed above.

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

T37N-R113W, 6th PM
Section 21: E½SE¼ Section 28: NE¼
Section 22: SW¼ Section 32: ALL
Section 27: NW¼ Section 33: N½, N½SW¼, S½SW¼, NW¼SE¼

And contain 1,680 acres, more or less.

Dated this 24 day of Jan., 19 82 3

1975 E. Sunrise Blvd., Suite 630
Address
Ft. Lauderdale, Fla. 33304

Eugene Monesi
Assignor (husband)

Assignor (spouse, where applicable)

196094

April 28 1983 8:00 A.
BOOK 68 Misc PAGE 138
FEES $4.25 Dorothy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Thurman

STATE OF Florida
ss.:
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of January, 19 82 3 by Eugene Monesi

and (spouse, where applicable)

Lynn Ney
Notary Public

(Seal)
My Commission Expires:
1-27-86

138

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned JUDITH A. BULLER, 1994 South Pontiac, Denver Colorado 80224, 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 KENAI OIL AND GAS INC., One Barclay Plaza, 1675 Larimer Street, Suite 500, Denver, Colorado 80202, hereinafter called ASSIGNEE, all of his/her right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and incorporated by reference, all being located in Sublette County, Wyoming.

To have and to hold unto said KENAI OIL AND GAS INC. the undivided interest as herein conveyed in the lease described in Exhibit "A", subject to the terms and conditions of said lease, but all without warranty of any kind, either express or implied. This instrument shall be binding upon ASSIGNOR and ASSIGNEE herein, their heirs, successors and assigns.

In witness whereof, this instrument is executed this 17th day of March, 1983.

Judith A. Buller

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and affirmed before me this 17th day of March, 1983.

My commission expires:

October [illegible]

Susan E. Butler, Notary Public
Address: 732 Metrobank Building
475 17th Street
Denver, Colorado 80202

196114

RECORDED April 29 1983 8:00A
IN BOOK 68 Oil & Gas PAGE 139
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3 [redacted] 54

Exhibit "A" to that certain Assignment dated March 17, 1983, from Judith A. Buller to Kenai Oil and Gas Inc.

PAGE One of One

STATE OF Wyoming

COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
49035 8 3WY-956	Mary H. Pape, Individually and as Executrix of Lester Pape	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	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	1,116.17	52	570
49035 9 3WY-957	Lester Pape and Son Ranches, Inc.	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	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	638.18	52	572

1440

141

6 [illegible]

6 [illegible]

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned HAL A. MCVEY, 444 17th Street, Suite 700, 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 KENAI OIL AND GAS INC., One Barclay Plaza, 1675 Larimer Street, Suite 500, Denver, Colorado 80202, hereinafter called ASSIGNEE, all of his/her right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and incorporated by reference, all being located in Sublette County, Wyoming.

To have and to hold unto said KENAI OIL AND GAS INC. the undivided interest as herein conveyed in the lease described in Exhibit "A", subject to the terms and conditions of said lease, but all without warranty of any kind, either express or implied. This instrument shall be binding upon ASSIGNOR and ASSIGNEE herein , their heirs, successors and assigns.

In witness whereof, this instrument is executed this 16th day of March, 1983.

Hal A. McVey

HAL A. MCVEY

ORIGINAL

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Subscribed and affirmed before me this 16th day of March, 1983.

My commission expires:

7-06-86

Maureen R. Bettison
Notary Public

Address 835 South Queen Way

Lakewood, Colorado 80202

196115

MAUREEN R. BETTISON NOTARY PUBLIC STATE OF COLORADO

RECORDED April 29 1983 8:00 A.M.
IN BOOK 68 Ops PAGE 141
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, [illegible] WYOMING

3WY-[redacted]

Exhibit "A" to that certain Assignment dated March 16, 1983, from Hal A. McVey to Kenai Oil and Gas Inc.

PAGE	STATE OF	COUNTY OF
One of One	Wyoming	Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
49035 8 3WY-956	Mary H. Pape, Individually and as Executrix of Lester Pape	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	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	1,116.17	52	57[illegible] 570
49035 9 3WY-957	Lester Pape and Son Ranches, Inc.	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	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	638.18	52	572

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned THOMAS A. CHORNEY, 732 Metrobank Building, 475 17th Street, 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 KENAI OIL AND GAS INC., One Barclay Plaza, 1675 Larimer Street, Suite 500, Denver, Colorado 80202, hereinafter called Assignee, all of his right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and incorporated by reference, all being located in Sublette County, Wyoming.

This assignment is subject to any pre-existing overriding royalty reservation of record of which Assignor's interest is subject to.

Should any leasehold described in said Exhibit "A" be subject to a liability reassignment provision Assignee shall comply with said liability reassignment provision and hold Assignor harmless for its failure to comply with said provision.

To have and to hold unto said KENAI OIL AND GAS INC. the undivided interest as herein conveyed in the lease described in Exhibit "A", subject to the terms and conditions of said lease, but all without warranty of any kind, either express or implied. This instrument shall be binding upon Assignor and Assignee herein, their heirs, successors and assigns.

In witness whereof, this instrument is executed this 14th day of March, 1983.

Thomas A. Chorney by Marc A. Chorney, atty. in fact
Thomas A. Chorney by Marc A. Chorney as Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 14th day of March, 1983, personally appeared Marc A. Chorney as Attorney-in-Fact for Thomas A. Chorney, 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.

SUSAN E. BUTLER NOTARY PUBLIC STATE OF COLORADO

Susan E. Butler

My commission expires: Oct. 3, 1986

Susan E. Butler, Notary Public
732 Metrobank Building
475 17th Street
Denver, Colorado 80202

19611 6

RECORDED April 29 1983 8:00 A.
IN BOOK 68 Oil PAGE 143
FEES $6.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY

3WY-956
3WY-[redacted]1

EXHIBIT "A"

ASSIGNMENT OF OIL AND GAS LEASES DATED MARCH 14, 1983 FROM THOMAS A. CHORNEY TO KENAI OIL AND GAS INC.

PAGE One of One | STATE OF Wyoming | COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
49035 8 3WY-956	Mary H. Pape, Individually and as Executrix of Lester Pape	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	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	1,116.17	52	570
49035 9 3WY-957	Lester Pape and Son Ranches, Inc.	Inter-American Petroleum Corporation and Thomas A. Chorney	3-15-76	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	638.18	52	572

145

196127

ASSIGNMENT OF OVERRIDING ROYALTY

RECORDED April 29 1983 3:30 PM
IN BOOK 68 Oil PAGE 145
FEES 6.00 Lana J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

KNOW ALL MEN BY THESE PRESENTS:

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

HOWARD E. MARLOW 5290 EAST NASSAU CIRCLE ENGLEWOOD, COLORADO 80110

, hereinafter called Assignee, his heirs and assigns, an overriding royalty of an undivided 2.5% 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.

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

IN WITNESS WHEREOF we hereunto set our hands and seal this 7th day of February, 1983.

ATTEST:

William E. Wood, Assistant Secretary

WOODS PETROLEUM CORPORATION

Larry L. Miles, Vice President

Assignment recorded in the Office of the Commissioner of Public Lands April 8, 1983.
Assignment approved by Land Commissioner April 5, 1983 without binding the State for payment of any o.r. roy.***

STATE OF OKLAHOMA ls
ss.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of February, 19 83, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1[redacted]

Assignment of Overriding Royalty dated February 7, 1983
from Woods Petroleum Corporation to Howard E. Marlow

EXHIBIT "A"

WPC NO.	LESSEE	LESSOR	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
12517-1	82-287 State of Wyoming	Edward J. Banas	3-2-82	All Sections 16 & 36-27N-108W, 6th P.M.

*** and further, that approval shall not operate as any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment.

147

Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W-21873

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name

WOODS PETROLEUM CORPORATION

Address *(include zip code)* 3555 Northwest 58th Street
Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 33.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North - Range 109 West, 6th P.M.
Section 3: SE/4SE/4
Sublette County, Wyoming

196128

RECORDED April 29 1983 3:30 P.M.
IN BOOK 68 Over PAGE 147
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy M. Thune

3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	16.875%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	16.875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other 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 DEC 1 1982

By (Authorized Officer)
Chief, Oil & Gas Section
(Title)
APR 4 1983

NOTE: This form may be reproduced provided that copies are e[redacted] in acc[redacted]ith the provisions of 43 CFR 3106 [redacted]oductions on one sheet of both sides of [redacted]

[redacted] R [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-21873.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF .946874% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reducible by the Operating Rights conveyed herein.

THIS ASSIGNMENT is made expressly subject to the terms and conditions, of that certain "Farmout Agreement," by and between Davis Oil Company and Woods Petroleum Corporation, dated June 10, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least forty-five (45) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

#29-1 Cutlass We_ /Land/SMW D-5716-2

(City) (State) (Zip Code)

Title 18 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] fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated April 5, 1982, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-21873.

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

On this 5th day of April, 1982, before me, a Notary Public, in and for said County and State, came the within named Jean Davis, who is personally known to me to be the identical person whose name is affixed to the within instrument, and she acknowledged that she executed the within instrument as her free and voluntary act and deed for herself for the uses and purposes therein set forth.

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

My Commission Expires

My Commission Expires June 23, 1984

Notary Public

(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.

148

[redacted] ASSIGNMENT OF [redacted] TING RIGHTS

IN

STATE OF WYOMING OIL AND GAS LEASE

117-[illegible]

KNOW ALL MEN BY THESE PRESENTS: That we, Natural Gas Corporation of California, Embarcadero Center, Suite [illegible] San Francisco, CA 941[illegible], assignor, existing lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 7[illegible] dated [illegible], 19[illegible], covering lands in Sublette County, ~~State~~ of Wyoming, described as follows:

All

RECORDED March 2 1983 1:00 PM
IN BOOK 68 Misc PAGE 149
FEES $12.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy Matheus

19617

containing [illegible] acres, more or less, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and set over unto [illegible] all of assignor's right, title and interest in and to said lease insofar as it covers the following described land:

50% of the operating rights of assignor in and to said lease insofar as it covers the following described land:

T32N-R114W, 6th PM
Sec. 16: All
Sublette County, Wyoming

Only insofar as said rights pertain 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.

SEE ATTACHED RIDER

*This assignment is made free and clear of the proportionate 6.25% overriding royalty and contingent net profits interests previously reserved by Pacific Transmission Supply Company in an assignment to Natural Gas Corporation of California dated May 14, 1980, but is subject to its proportionate share (90%) of only 5% of the previously reserved overriding royalty interest. This assignment is made pursuant to and subject to all terms and conditions of that certain Agreement dated November 1, 1981, among Pacific Transmission Supply Company, Natural Gas Corporation of California, and South Louisiana Production Company.

TO HAVE AND TO HOLD unto the said Celeron Oil & Gas Company, Inc. successors and assigns, subject to the terms and conditions of said lease the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease executed in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 1st day of February, 1983.

Filed in the lease file
Filed: April 1, 1983
at [illegible]

NATURAL GAS CORPORATION OF CALIFORNIA
Assignor-Lessee

By: C. T. Clark
C. T. Clark, Jr. Attorney-in-Fact

STATE OF CALIFORNIA ~~COLORADO~~)
) ss.
CITY AND COUNTY OF SAN FRANCISCO ~~DENVER~~)

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT

ON THIS 1ST day of February, 1983, before me, Rita Wood-Davis a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared C. T. Clark, Jr. Attorney-in-Fact, known to me to be the person who executed the within instrument on behalf of NATURAL GAS CORPORATION OF CALIFORNIA the corporation therein named, and whose name is subscribed to the within instrument as the Attorney-in-Fact of said corporation and acknowledged to me that he/she subscribed the name of said corporation thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such corporation 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.

Notary Public in and for said
City, County and State

149

150

ASSIGNMENT OF OPERATING RIGHTS IN STATE OF WYOMING OIL AND GAS LEASE

77-0006

KNOW ALL MEN BY THESE PRESENTS: That we, Natural Gas Corporation of California 4 Embarcadero Center, Suite 1400, San Francisco, California 94111, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0049 and covering land situate in Sublette County, Counties, described as follows:

T32N-R114W, 6th PM
Sec. 12: Lot 3, S/2NW/4, NW/4SW/4
Sec. 36: All

and containing 776.81 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 Celeron Oil & Gas Company, 7800 E. Union Ave., Suite 500, Denver, Colorado 802

50% of the operating rights ~~of all right, title~~ and interest of assignor in and to said lease insofar as it covers the following described land:

T32N-R114W, 6th PM
Sec. 36: All

Only insofar as said rights pertain 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.

196148

SEE ATTACHED RIDER

Filed in the lease file
Filed: April 1, 1983
et

FILED May 2 1983 1:00 PM
BOOK 68 Oil & Gas PAGE 150
FEES $4.00 Lien 9 Yrs COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

Rider.

*This assignment is made free and clear of the proportionate 6.25% overriding royalty and contingent net profits interests previously reserved by Pacific Transmission Supply Company in an assignment to Natural Gas Corporation of California dated May 14, 1980, but is subject to its proportionate share (50%) of only 5% of the previously reserved overriding royalty interest. This assignment is made pursuant to and subject to all terms and conditions of that certain Agreement dated November 1, 1981, among Pacific Transmission Supply Company, Natural Gas Corporation of California, and South Louisiana Production Company.

TO HAVE AND TO HOLD unto the said Celeron Oil and Gas Company, its successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 1st day of February, 1983

NATURAL GAS CORPORATION OF CALIFORNIA
Assignor-Lessee

By: C. T. Clark
C. T. Clark, Jr., Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT 3
IS FILED IN VOL. 0343 AND SUCH AUTHORITY HAS NOT BEEN REVOKED

STATE OF ~~CALIFORNIA~~ COLORADO)
) ss.
CITY AND COUNTY OF ~~SAN FRANCISCO~~ DENVER)

ON THIS 1st day of February, 1983, before me, Rita Wood-Danos a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared C. T. Clark JR., Attorney-in-Fact, known to me to be the person who executed the within instrument on behalf of NATURAL GAS CORPORATION OF CALIFORNIA the corporation therein named, and whose name is subscribed to the within instrument as the Attorney-in-Fact of said corporation and acknowledged to me that he/she subscribed the name of said corporation thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such corporation 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.

NOTARY PUBLIC

Rita Wood-Danos
Notary Public in and for said
~~County~~ State

PARTIAL RELEASE OF PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby certify that that certain production payment from Belco Petroleum Corporation to Retlaw Corporation described in Exhibit A, (by reference incorporated herein) recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, and burdening the following described real estate in said County, to-wit:

> Sections 24, 25 and 36 in Township 28 North, Range 113 West, Sublette County, Wyoming.

is hereby satisfied, released, cancelled and discharged (in so far as and only in so far as it burdens the above described property) and in consideration thereof the trustee does hereby release and quitclaim unto Belco Petroleum Corporation all of its right, title and interest in said production payment in so far as and only in so far as the same affects the property above-described.

IN WITNESS WHEREOF, the undersigned have caused these Presents to be signed this 26th day of April, 1983.

Edward L. Hoyt
Successor Trustee
to William R. Barrett,
Jr., assignee of
Retlaw Corporation

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

BE IT REMEMBERED that I, Diane M. Berger, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 26th day of April, 1983: the foregoing instrument was acknowledged by Edward A. Hoyt, as Trustee, before me on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of New York, County of New York, State of New York, this 26th day of April, 1983.

Given under my hand and notarial seal this 27th day of April, A.D. 1983.

Diane M. Berger
Notary Public

My Commission Expires:

STATE OF WYOMING)
)
COUNTY OF) ss.

This instrument was filed for record at 8 o'clock A.m, on the 3rd day of May, A.D., 1983, and duly recorded in Book 68 Misc on Page 151.

Lois S. Yake
County Clerk and Ex-Officio Register of Deeds

By Donna M. McInnis
Deputy Clerk

No. 19617 Fees, $ 8.00

EXHIBIT A

PARTIAL RELEASE OF PRODUCTION PAYMENT

Conveyance of a production payment from Belco to Retlaw Corporation dated June 28, 1967 and recorded July 20, 1967 in Book 41 at Page 485 of Leases and subsequently conveyed by Trust Assignment dated December 24, 1969 and recorded on February 18, 1970 in Book 45 at Page 52 of Leases.

When Recorded-Return to
Champlin Petroleum Company
P.O. Box 1257
Englewood, C 50

154

Form 3106-2
(November 1981)
Jack Miller's Reproductions
909 17th St. Denver, Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-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

CHAMPLIN PETROLEUM COMPANY

Address *(include zip code)*
Post Office Box 1257
Englewood, Colorado 80150

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
SUBLETTE COUNTY, WYOMING Township 36 North, Range 110 West, 6th P.M. Section 17: All Section 18: Lots 1,2, E½, E½NW¼ Section 19: E½W½ Section 29: W½NW¼, N½SW¼ Containing 1423.37 acres, m/l	SAME LAND DESCRIPTION AS ITEM 2

198220

RECORDED May 9 1983 8:00 AM
IN BOOK 68 Misc PAGE 154
FEES $6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEntire

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	2-1/2% of 8/8ths
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 20th day of January, 1983

Jane E. Chorney
(Assignor's Signature)

JANE E. CHORNEY
a single woman
SS# 521-21-7036

1860 Lincoln St., Ste. 401
(Assignor's Address)

Denver Colorado 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 MAY 1 1983

By Glenn W. Jane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

APR 27 1983
(Date)

[redacted] [redacted] WX [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.

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.

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

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liabili shall be limited to the amount paid as cash consideration for this lease.

NOTICE

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

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

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

ROUTINE USES:

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

EFFECT OF N PROVIDING INFORMATION – If all the information is not vided, 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.

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by _____
this 6th day of January 19 83

Witness my hand and official seal.
My commission expires 7-15-86

Notary Public

401 LINCOLN TOWER BUILDING
1860 LINCOLN STREET
DENVER, COLORADO 80295

137

H-72698, 72715, 73260, 7.
72687; 72688; 72716, 7.
and 72723

RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That HUSKY OIL COMPANY and PAN EASTERN EXPLORATION COMPANY for a good and valid consideration do hereby release, relinquish, quitclaim and surrender to the lessor(s)

As shown on attached Exhibit "A", their

heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, insofar as same covers the following described lands, to-wit:

As shown on attached Exhibit "A"

Township ----, Range ----, and containing ---- acres, more or less, situated in the County of Sublett[illegible] and State of Wyoming, said leases being recorded in the office of the Recorder of Deeds in and for said county, as shown in the attached Exhibit "A".

Executed this 15th day of March, 1983

PAN EASTERN EXPLORATION COMPANY

Acct.
Land
Legal

HUSKY OIL COMPANY

By: James D. Johnson, Agent & Attorney-in-Fact

By: C.W. Smith, its Attorney-in-Fact

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by C.W. Smith, as Attorney-in-Fact for Husky Oil Company, this 15th day of March, 1983.

Witness my hand and official seal.

My commission expires:
March 9 1985

Notary Public

6060 S. Wil[illegible] Dr., E[illegible]lewood, CO 80111
Residing at

196230

RECORD[illegible] day 9 1883 at 2 P.M.
IN BO[illegible] 60 PAGE 1
FEES $[illegible] [illegible] COUNTY
S[illegible] TE COUNTY, PINEDALE, WYOMING
[illegible] RK

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that James D. Johnson, to me personally known, and known to me to be the same person who executed the foregoing instrument as Agent and Attorney-in-Fact of Pan Eastern Exploration Company, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Agent and Attorney-in-Fact of said corporation, and that said instrument was signed and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 21st day of April A.D. 19 84.

BECKY LYBYER
Notary Public State Of Texas
My Commission Expires July 10, 1984

Becky Lybyer
Notary Public

My Commission Expires:

EXHIBIT "A"
Attached To And Made A Part of Release of Oil & Gas Leases
Dated March 15, 1983
By Husky Oil Co. and Pan Eastern Exploration Co.
STATE OF WYOMING, COUNTY OF SUBLETTE

Assignor	Lease Date	Description	Recording Data Book	Page	Gross Acres
Hayo, Frank and Helen, husband and wife 7-11-049-35-7-00	09/29/	T30N-R106W, 6th P.M. 9: W/2NE/4, N/2NW/4, SW/4NW/4 N/2SW/4	48	547	280.00
Little Sandy Grazing Association 35-9-01	09/29/72	T28N-R104W, 6th P.M. 4: Lot 4, W/2SW/4 5: Lots 1, 2, 3, N/2SE/4, NE/4SW/4, SE/4SE/4 20: N/2NW/4, SE/4NE/4, E/2SE/4 21: SW/4SW/4 25: SE/4NW/4 33: W/2W/2	48	561	2,645.90
		T29N-R104W, 6th P.M. 8: NE/4NE/4, S/2NE/4, W/2SE/4 9: NW/4NW/4 17: W/2NE/4, E/2SE/4 20: NE/4NE/4 21: N/2NW/4 27: SW/4SW/4 28: S/2SE/4 30: W/2E/2, E/2W/2 31: E/2NE/4 32: W/2NW/4, SE/4NW/4, NE/4SW/4, NW/4SE/4 33: E/2W/2, W/2E/2, NE/4NE/4 34: W/2W/2, E/2SW/4, NW/4SE/4			
Tanner, Noall Z. and Darlene A., husband and wife 35-2-00	09/28/72	T30N-R106W, 6th P.M. 4: Lot 4, SW/4NW/4, W/2SW/4	49	217	1,289.33
		T31N-R105W, 6th P.M. 19: Lot 4, SE/4SW/4 30: Lots 1, 2, 3, 4, NE/4NW/4, SE/4SW/4 31: Lot 1, West 1130 feet of NE/4NW/4			
		T31N-R106W, 6th P.M. 22: W/2SE/4, NE/4SE/4 23: E/2SW/4, NW/4SW/4 25: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4 26: W/2NE/4, SE/4NE/4, NE/4NW/4, NE/4SE/4 27: NW/4NE/4			

EXHIBIT "A"
Attached To And Made A Part of Release of Oil & Gas Leases
Dated March 15, 1983
By Husky Oil Co. and Pan Eastern Exploration Co.
STATE OF WYOMING, COUNTY OF SUBLETTE

Lessor	Lease Date	Description	Recording Book	Recording Page	Gross Acres
[redacted]o, Paul, Jr., a [redacted]le man and John Zembo, [redacted]ngle man 35-4-00	10/02/[redacted]	T31N-R106W, 6th P.M. 19: SE/4SE/4 29: W/2NW/4, SE/4NW/4, SW/4NE/4, W/2SE/4, E/2SW/4 30: NE/4NE/4 32: NE/4NW/4, NW/4NE/4	48	521	480.00
[redacted]ensen, Otto F. and [redacted]lorence L., his wife 35-5-00	10/02/[redacted]	T30N-R106W, 6th P.M. 5: Lot 1, SE/4NE/4 T31N-R106W, 6th P.M. 18: Lot 4, SE/4SW/4, S/2SE/4 19: Lots 1, 2, 3, 4, NE/4, N/2SE/4, SW/4SE/4, E/2NW/4, NE/4SW/4 30: Lot 1, NE/4NW/4 32: E/2E/2 33: SW/4, W/2SE/4 T31N-R107W, 6th P.M. 13: SE/4, SW/4NE/4, S/2NW/4, N/2SW/4, SE/4SW/4 24: N/2NE/4	48	517	1,733.63
[redacted]ry G. and [redacted], husband & wife 35-6-00	10/02/[redacted]	T31N-R106W, 6th P.M. 22: W/2SW/4, SE/4SW/4 27: SW/4NE/4, E/2NW/4, NE/4SW/4	48	519	280.00
a[redacted]ros., Inc., [redacted] Wyoming corporation 35-10-00	10/02/[redacted]	T28N-R104W, 6th P.M. 3: W/2SW/4 9: E/2NE/4, NE/4SE/4 10: W/2NW/4, NW/4SW/4	48	567	320.00
[redacted]dwards, William M. and [redacted]auline M., husband & wife 35-8-00	10/05/[redacted]	T30N-R105W, 6th P.M. 17: SE/4, E/2SW/4 20: E/2NE/4, SW/4NE/4, SE/4NW/4, NE/4SE/4 21: W/2NE/4, SE/4NE/4, NW/4, N/2SW/4	48	549	800.00
[redacted]ensen, Brandt M. and [redacted]osephine, husband & wife 35-11-00	10/31/[redacted]	T30N-R105W, 6th P.M. 7: Lots 3, 4, E/2SW/4 T31N-R105W, 6th P.M. 20: S/2SE/4 21: SW/4SW/4 28: S/2N/2 29: W/2E/2, SE/4NE/4 31: S/2NE/4, SE/4NW/4 32: NW/4, W/2NE/4	48	576	991.26

160

36.50

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Monsanto Company, a Delaware Corporation, with offices at 700 South Colorado Boulevard, Suite 500, Denver, Colorado, 80222, hereinafter called "Assignor", for and in consideration of Ten and no/100 dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and set over unto Monsanto Oil Company, a Delaware Corporation, 700 South Colorado Boulevard, Suite 500, Denver, Colorado,80222, hereinafter called "Assignee", all of Assignor's right, title and interests in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof, insofar as such leases cover the lands described in said Exhibit "A".

Further, the interest assigned hereunder shall be subject to its proportionate share of the landowner's royalty as provided for in said leases and to the terms, conditions and provisions set forth therein. Such interest shall also be subject to its proportionate share of all overriding royalty interests, re-assignments and any other assignments and agreements of record to this date.

TO HAVE AND TO HOLD unto said Assignee, its heirs, successors and assigns forever; and Assignor further covenants that it has good right to sell and convey said leases, that all rentals or royalties due have been paid, that the same are free from all encumbrances, and agrees to warrant and forever defend the same unto Assignee, its heirs, successors and assigns forever, against the claims and demands of all parties whosoever claiming or to claim the same, or any part thereof.

EXECUTED this 29th day of November, 1982.

MONSANTO COMPANY, a Delaware Corporation

By Robert Miller
G. Robert Miller
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned Notary Public in and for said State and County, on this 29th day of November, 1982, personally appeared G. Robert Miller, Attorney-in-Fact for Monsanto Company, a Delaware Corporation, to me known to be the identical person described in and who executed the foregoing instrument and he acknowledged to me that he duly executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

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

My Commission Expires:
March 21, 1983

Notary Public

196237

RECORDED May 10 19 1:00
IN BOOK 68 Oil & G P. 160
FEES $36.50 Lou J Yake
SUBLETTE COUNTY, PINEDALE
NTY CL
ING

SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

LEASE NUMBER	DESCRIPTION	ACRES	LEASE DATE	MOC NUMBER
W-69231	T31N-R105W, 6th P.M. Section 23: All Section 24: All Section 25: All Section 36: N½	2,240.00	8-1-80	05-30887-01
W-69232	T32N-R106W, 6th P.M. Section 7: Lots 1,2,9,10, E½SE¼, E½SW¼ Section 8: Lots 3,4,5,6,7, N½SE¼, NE¼SW¼, NE¼, E½NW¼ Section 9: SE¼, W½ Section 17: Lots 1,2,5,7,8, S½SW¼ Section 18: Lots 1,2,3, SE¼SE¼, W½SE¼	1,869.06	11-1-79	05-30894-01
W-69234	T30N-R103W, 6th P.M. Section 7: Lots 1,2,3,4, E½W½, E½ Section 8: All Section 9: All Section 18: Lots 1,2,3,4, E½W½, E½	2,544.16	8-1-80	05-30878-01
W-69235	T30N-R103W, 6th P.M. Section 14: All Section 15: All Section 16: All Section 17: All	2,560.00	8-1-80	05-30877-01
W-69236	T30N-R104W, 6th P.M. Section 1: Lots 1,2,3,4, S½N½, S½ Section 2: Lots 1,2,3,4, S½N½, S½ Section 3: Lots 1,2,3,4, S½N½, S½	2,564.84	8-1-80	05-30879-01

SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

LEASE NUMBER	DESCRIPTION	ACRES	LEASE DATE	MOC NUMBER
W-69237	T30N-R104W, 6th P.M. Section 4: Lots 1,2,3,4, S½N½, S½ Section 5: Lots 1,2,3,4, S½N½, S½ Section 6: Lots 1,2,3,5, S½NE¼, E½SW¼, SE¼ T31N-R104W, 6th P.M. Section 31: Lots 1,2,3,4, E½, E½W½	2,439.75	11-1-80	05-30880-01
W-69239	T30N-R104W, 6th P.M. Section 10: All Section 11: All Section 12: All T31N-R104W, 6th P.M. Section 34: All	2,560.00	8-1-80	05-30881-01
W-69238	T31N-R104W, 6th P.M. Section 18: Lots 1,2,3,4, E½W½, E½ Section 19: Lots 1,2,3,4, E½W½, E½ Section 20: All Section 30: Lots 1,2,3,4, E½W½, E½	2,544.32	8-1-80	05-30883-01
W-69240	T31N-R104W, 6th P.M. Section 28: All Section 29: All Section 32: All Section 33: All	2,560.00	8-1-80	05-30884-01
W-69242	T30N-R104W, 6th P.M. Section 8: N½, N½SE¼	400.00	11-1-80	05-30882-01
W-69245	T31N, R105W, 6th P.M. Section 14: ALL Section 15: ALL	1280.00	4-1-81	05-30886-01

SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

LEASE NUMBER	DESCRIPTION	ACRES	LEASE DATE	MOC NUMBER
W-69249	T38N-R110W, 6th P.M. Section 7: Lots 1,2,3,4, E½W½, E½ Section 18: Lots 1,2,3,4, E½W½, E½ Section 19: E½, E½W½ Section 29: NE¼, N½SE¼, SE¼SE¼ Section 33: NE¼ Section 34: N½, N½SE¼	2,569.36	8-1-80	05-30900-01
W-69250	T38N-R110W, 6th P.M. Section 8: All Section 17: All Section 20: All Section 28: All	2,560.00	8-1-80	05-30901-01
W-69251	T38N-R110W, 6th P.M. Section 9: All Section 16: All Section 21: All Section 27: All	2,560.00	8-1-80	05-30902-01
W-69252	T38N-R110W, 6th P.M. Section 15: All Section 22: All Section 26: W½W½ Section 35: SE¼NE¼, NW¼, S½ Section 36: E½, SW¼	2,440.00	8-1-80	05-30903-01
W-69291	T30N-R103W, 6th P.M. Section 23: All Section 24: N½, S½S½	1,120.00	12-1-80	05-30918-01

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SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

LEASE NUMBER	DESCRIPTION	ACRES	LEASE DATE	MOC NUMBER
W-69292	T38N-R110W, 6th P.M. Section 1: Lots 1,2,3,4, S½N½, SE¼, W½SW¼ Section 2: Lots 1,2,3, S½NE¼, SE¼NW¼, Section 12: N½, W½SE¼, SW¼	1,443.18	8-1-80	05-30905-01
W-69293	T38N-R110W, 6th P.M. Section 3: Lots 1,2,3,4, S½N½, S½ Section 4: Lots 1,2,3,4, S½N½, S½ Section 5: Lots 1,2,3,4, S½N½, S½ Section 6: Lots 1,2,3,4,5,6,7, S½NE¼, SE¼, SE¼NW¼, E½SW¼	2,114.99	8-1-80	05-30906-01
W-69294	T38N-R110W, 6th P.M. Section 10: All Section 11: All Section 13: N½NE¼, E½SE¼, NW¼SE¼, W½ Section 14: All	2,440.00	8-1-80	05-30907-01
W-69295	T38N-R110W, 6th P.M. Section 23: All Section 24: All Section 25: All Section 26: NE¼, N½SE¼, SE¼SE¼, E½NW¼, NE¼SW¼	[illegible]	[illegible]	[illegible]
W-69296	T39N-R110W, 6th P.M. Section 7: Lots 1,2,3,4, E½W½, E½ Section 18: Lots 1,2,3,4, E½W½, E½ Section 19: Lots 1,2,3,4, E½W½, E½ Section 20: All	2,505.72	8-1-80	05-30909-01

SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

LEASE NUMBER	DESCRIPTION	ACRES	LEASE DATE	MOC NUMBER
W-69297	T39N-R110W, 6th P.M. Section 17: All Section 21: All	1,280.00	8-1-80	05-30910-01
W-69298	T39N-R110W, 6th P.M. Section 27: E½E½, W½ Section 28: N½, NW¼SW¼, S½SW¼, SE¼ Section 29: All Section 30: Lots 1,2,3,4, E½W½, E½	2,338.52	8-1-80	05-30911-01
W-69299	T39N-R110W, 6th P.M. Section 31: Lots 1,2,3,4, E½W½, E½ Section 32: All Section 33: All Section 34: E½NE¼, SE¼, W½	2,458.20	8-1-80	05-30912-01
W-69300	T38N-R111W, 6th P.M. Section 1: Lots 1,2,3,4, S½N½, S½ Section 12: All Section 13: All T39N-R111W, 6th P.M. Section 36: All	2,458.40	8-1-80	05-30913-01
W-69301	T39N-R111W, 6th P.M. Section 12: All Section 13: All Section 24: All Section 25: All	2,560.00	8-1-80	05-30914-01

SS: Form D-4
(Rev. 10/75)

Change of Name D892 7874

FILING FEE: $22.50

RECEIVED

APR 8 4 27 PM '83

DEPARTMENT OF STATE
STATE OF COLORADO

FILED
COLO. DEPT. OF STATE

APR 8 5 08 PM '83

ARTICLES OF AMENDMENT

to the

ARTICLES OF INCORPORATION

Pursuant to the provisions of the Colorado Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is (note 3) ENERGETICS, INC. 90

SECOND: The following amendment was adopted by the shareholders of the corporation on March 29, 19 83, in the manner prescribed by the Colorado Corporation Act:

Article FIRST of the corporation's Articles of Incorporation is hereby amended to read in its entirety as follows:

"FIRST: The name of the corporation is ENERGETICS OPERATING COMPANY."

196287

RECORDED Mar 16 1983 8:00 A.M.
IN BOOK 68 Misc PAGE 166
FELS Joan Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 4,059,498; and the number of shares entitled to vote thereon was 4,059,498.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

CLASS (Note 1)	NUMBER OF SHARES
None	

FIFTH: The number of shares voted for such amendment was 4,059,498; and the number of shares voted against such amendment was 0.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was:

CLASS (Note 1)	NUMBER OF SHARES VOTED	
	For	Against
None		

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: No change
(Note 2)

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: No change
(Note 2)

ENERGETICS, INC. (Note 3)

By (Its President)

and (Its Secretary) (Note 4)

STATE OF COLORADO,
City and County of Denver } ss

Before me, Mary Wynn, a Notary Public in and for the said County and State, personally appeared J.T. Reagan who acknowledged before me that he is President of Energetics, Inc.
(Title of office) (Name of the corporation)

a Colorado corporation and that he signed the foregoing Articles of Amendment as his free and voluntary act and deed for the uses and purposes therein set forth, and the facts contained therein are true.

In witness whereof I have hereunto set my hand and seal this 1st day of April A.D. 1983

My commission expires 11/2/85

Mary Wynn
(Notary Public)

1700 Broadway, Denver Colorado
ADDRESS

NOTES: 1. If inapplicable, insert "None."
2. If inapplicable, insert "No change."
3. Exact corporate name of corporation setting the Articles of Amendment. (If this is a change of name amendment the name before this amendment is filed)
4. Signatures and titles of officers signing for the corporation.
IN DUPLICATE means original TYPEWRITTEN signature & first carbon copy, or xerox copies both having original & verifications.

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)

RECEIVED
JAN 1978
GEOLOGICAL SURVEY
CASPER, WYOMING

Name R. Ken Williams
Street 413 First National Bank Bldg.
City Midland, Texas 79701
State
Zip Code

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

196288

RECORDED May 16 1983 8:00 A.M
IN BOOK 68 O+G PAGE 167
FEES 14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

LANDS IN OFFER WERE NOT WITHIN A KNOWN GEOLOGIC STRUCTURE ON

JAN 11 1978

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. Jones
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

JAN 16 1978
(Date)

CERTIFIED
to be a true and comparative copy
of official records on file
APR 28 1983
BUREAU OF LAND MANAGEMENT

12365 / JW4-584

OR

168

LEASE TERMS

... *Rights of lessee.*—The ... is granted the ... right and privilege to drill for, ... extract, remove, ... use of all the oil and gas dep... except helium gas, ... leased, together with the ... to construct and ... thereupon, all works, build... plants, waterways, ... telegraph or telephone lines, pipe... reservoirs, tanks, ... stations, or other structures nec... to the full enjoy... thereof, for a period of 10 years, and so long thereafter as ... is produced in paying quantities; subject to any unit ... heretofore or hereafter approved by the Secretary of ..., the provisions of said agreement to govern the lands ... hereto where inconsistent with the terms of this lease.

... The lessee agrees:

...—(1) To file any bond required by this lease and ... regulations and until such bond is filed not to enter ... land under this lease. (2) To maintain any bond furnished ... lessee as a condition for the issuance of this lease. (3) To ... a bond in a sum double the amount of $2 per acre an... but not less than $1,000 nor more than $10,000, ... exclusion of any part of the leased land within the ... structure of a producing oil or gas field. (4) ... prior to beginning of drilling operations and ... times thereafter as required by the lessor a bond ... sum of $10,000 with approved corporate surety, ... of United States bonds as surety therefor, conditioned ... ance with the terms of this lease, unless a bond ... is already being maintained or unless such a bond ... an operator of the lease is accepted. (5) Until a ... bond is filed to furnish and maintain a bond ... of not less than $1,000 in those cases in which ... by law for the protection of the owners of sur... In lieu of any of the bonds described herein, the ... such other bond as the regulations may permit. ... *unit plan.*—Within 30 days of demand ... land is committed to an approved unit or ... and such plan is terminated prior to the expir... within 30 days of demand made thereafter, to ... operate under such reasonable cooperative ... development and operation of the area, ... thereof, embracing the lands included herein ... the Interior may then determine to be practi... or advisable, which plan shall adequately p... parties in interest, including the United S...—(1) To drill and produce all wells necessa... land from drainage by wells on lands ... lessor, or lands of the United States leased ... or as to which the royalties and rentals ... at funds than are those of this lease; or in ... such drilling and production, with the consent ... the Geological Survey, to compensate the lessor ... with for the estimated loss of royalty through ... the amount determined by said Director; (2) at the ... lessee, to drill and produce other wells in ... any system of well spacing or production allotme... field or area in which the leased lands are situate... prescribed and sanctioned by applicable law or by ... the Interior; and (3) promptly after due notice ... and produce such other wells as the Secretary ... may reasonably require in order that the lease ... be properly and timely developed and produced ... in good operating practice.

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

... To pay the lessor in advance an annual rental at ... rates:

... lands are wholly outside the known geologic struc... of a producing oil or gas field:

... for each lease year a rental of 50 cents per acre ... or fraction of an acre.

... lands are wholly or partly within the known geo... structure of a producing oil or gas field:

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

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

...—Commencing with the lease year begin... a discovery on the leased land, to pay the lessor, ... a minimum royalty of $1 per acre or fraction ... expiration of each lease year, or the difference ... royalty paid during the year if less than $... the prescribed minimum royalty of $1 per acre. ... this lease is unitized, the minimum royalty shall ... on the participating acreage and rental shall be ... nonparticipating acreage as provided in subpara... above.

... *production.*—(1) To pay the lessor 12½ percent ... production removed or sold from the leased lands ... cordance with the Oil and Gas Operating Regula... (pt. 221).

... expressly agreed that the Secretary of the Inte... reasonable minimum values for purposes of ... on any or all oil, gas, natural gasoline, and ... ed from gas, due consideration being given to ... paid for a part or for a majority of production ... the same field, to the price received by the lessee ..., and to other relevant matters and, whenever ... notice and opportunity to be heard.

... In value, such royalties on production shall be ... monthly on the last day of the calendar month ... calendar month in which produced. When ... of production, such royalty products shall be de... suitable condition on the premises where produ... lessor, unless otherwise agreed to by the ... ties and in such tanks provided by the less... be required by the lessor, but in no case ... required to hold such royalty oil or other pro... beyond the last day of the calendar month next ... calendar month in which produced nor be respon... for the loss or destruction of royalty oil or ... from causes over which he has no ... minimum royalties may be waived, sus... royalties on the entire leasehold or any ... ted for royalty purposes may be reduced ... Interior finds that, for the purpose of ... greatest ultimate recovery of oil or gas and ... conservation of natural resources, it is necessa... to do so in order to promote development, ... cannot be successfully operated under the ...

...—Unless otherwise directed by the Sec... to make rental, royalty, ... payments ... order of the Bureau of ... gement at ... in the regulation 43 ... 2.2. If ... leased lands capable of ... ucing oil ... gas, the failure to pay ... on or bef... shall automatically termin... lease by ... However, if the time for ... is on a ... office to receive payme... payme... is made on the next ... aking d... for disposal of pro... file ... Supervisor of the Geologic... not lat... the effective date thereof ... act, or ... agreement for the sale or dis... oil, gas, ... other products of the leased ... provided ... such contract or other ar... shall be ... modifying ... provisions ... sa, incl... ment to, pr... relating to ... aking ... the method of computing ... as ba... valuation sh... accorda... Oil an... regulations.

... *reports, plats and reports* ... mes a... as the lessor may prescribe ... detailed ... showing the amounts and quali... acts re... of the lease, the proceeds ... the a... production purposes or unav... plat sho... work and ... da; and ... subject to ... depreciation ...

... and costs.

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

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

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

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

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

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

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

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

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

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

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

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

(m) *Assignment of oil and gas lease or interest therein.*—... is 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 ... without discrimination.*—If owner, or operator, or owner ... controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil ... derived from lands under this lease, to accept and convey ... purchaser of such products to purchase at reasonable rates ... without discrimination the oil or gas of the Government or of ... person or company not the owner of any pipeline, operating ... or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions ... 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 ... regulations thereunder, if the lands embraced herein have ... 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 ... 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 ... 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 ... 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 ... the purpose of this lease which latter shall be regarded as ... dominant use unless otherwise provided herein or separately ... stated.

... *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 damage to 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 ... other parties; or (4) destroying, damaging or removing fossils, ... historic or prehistoric ruins ... facts and upon any partial ... relinquishment or the ... ation or expiration of ... lease, or at any other time ... site when required and ... tent deemed necessa... or to fill any pits, ditches ... and other excavations, remove or cover all debris, and so far ... reasonably possible restore the surface of the leased land ... access roads to ... former condition, including the removal ... structures as ... required. The lessor may prescribe the steps ... to be taken and ... ration to be made with respect to the leased ... lands and improvements thereon whether or not owned by the United States.

... *antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

(d) *Helium.*—Pursuant to Section 1 of the act as amended, ... ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such ... and regulations as shall be prescribed by the Secretary of ... Interior. If the lessor elects to take the helium, the lessee ... deliver all or any portion of gas containing the same to the ..., 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 ... a gas-gathering system owned or operated by the lessee, at ... point in that system specified by the lessor, for extraction of ... helium by such means as the lessor may provide. The residue ... 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 ... 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 ... but the extraction of helium, for which he is not reasonably ... compensated. The lessor reserves the right to erect, maintain, ... operate any and all reduction works necessary for extraction ... 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 ... lease 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 ... shall 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 ... otherwise.

After 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 ..., 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 ... 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 ...*—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 ... after 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 ... property of the lessor on expiration of the 90-day period or ... any extension thereof as may be granted because of adverse ... operating 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 ... fail to comply with any of the provisions of the act or the regulations ... thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (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 canceled by the Secretary of the Interior ... in accordance with section 31 of the act, except that if this lease ... embraces lands known to contain valuable deposits of oil or gas, ... it 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 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 ... protecting or preserving any well drilled on the leased land shall ... remain 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 ... covenanted 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 ... Revised Statutes of the United States, as amended (41 ... U.S.C. sec. 22), and ... 431, 432, and 433, Title 18 U.S. ... relating ... and form a part ... as ...

(43 CFR 3103.3-2(a) $1.00)

Form 3112–1
(February 1976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

BLM CHEYENNE, WYOMING

NOV 29 '77

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF THE INTERIOR
INT 415

U.S.MAIL

I

62117

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

Print or type

Williams	R.	Ken	462-28-3127
Last name	First name	Middle initial	
Last name	First name	Middle initial	Social Security or Taxpayer Number
413 First National Bank Bldg.			
Street Address			
Midland	Texas	79701	Parcel number applied for WY 204
City	State	Zip code	

A of this card indicates that you were *not* successful in the drawing and your offer is rejected.

NONCOMPETITIVE OFFER TO LEASE FOR OIL & GAS

Undersigned offers to lease for oil and gas all or any portion of the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a municipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 43 CFR 3101.1–5; (3) applicant has not filed any other entry card for the parcel involved; and (4) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110–2 or 3110–3, and the appropriate stipulations as provided in 43 CFR 3109.4–2 and the posted notice.

INSTRUCTIONS

This card must be fully completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved _____.

If you are successful in the drawing, you will be required to pay the first year's rental of 50¢ per acre or fraction thereof prior to issuance of lease. No copies or facsimilies of this form will be accepted.

Other parties in interest – All interested parties named below must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Signature of Applicant	Date	Other parties in interest
[signature]	11-22-77	
Signature of Applicant	Date	

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

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

*USGPO: 1976 — 678-526

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

APR 28 1983

BUREAU OF LAND MANAGEMENT

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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 infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

CERTIFIED
to be a true and correct representative copy
of official records on file
APR 2 1993
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109–5 (August 1973)

GPO 849-256

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

APR 28 1983

BUREAU OF LAND MANAGEMENT

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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.

CERTIFIED
to be a true and complete copy
official papers on file
APR 2 1983
BUREAU OF LAND MANAGEMENT

[redacted] [redacted]

-pproved by the [illegible]
ffective March 1, 1982

LEASE NO. [redacted] 00282

PARCEL NO. 208

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

PRIMARY FUELS, INC. , 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:

320.00 Acres N½ Section 16, T. 32 N., R. 113 W., 6th P. M.

196289

RECORDED Nov 16 1983 8:00 A M
IN BOOK 68 O+G PAGE 173
FEES 6.00 Lois L Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK Clairey

County Sublette - Total Acres 320.00 - Advance Rental $ 320.00
($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 all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or 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 producd 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 statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at 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 specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing 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 that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day April, 19 83 A.D.

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

SEAL

DEPUTY By [signature]
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: Primary Fuels, Inc.

[signature] P. H. Halstead, V.P.

Address 999 18th Street, 3020 City Denver

State Colorado 80202 (Zip) Telephone No. 303/623-6510

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OIL AND GAS LEASE TERMS

Section 1 THE LESSEE AGREES

(a) BOND To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lessee covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased 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 unless changed 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 (30) days after the notice of default has been received, the lease will terminate automatically 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 a credit on royalty due for penalty paid for late payment of rental on an operating lease

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

(i) On oil, one sixth of that produced saved and sold from the land, the same to be delivered at the wells or to the credit of lessor into the pipe lines to which the wells may be connected.

(ii) On gas, including casinghead gas or 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 wells 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 nature and elements produced or extracted, including propane, butane, sulphur, nitrogen, helium 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 gas the fair cost of extraction shall be considered as a deductible item, provided however, that the allowance for the cost of extraction may exceed two-thirds of the amount on which royalty is due 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 gasoline extracted therefrom only one royalty shall be paid except in the event the resultant gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and except as to the ultimate sale thereof gas or liquid hydrocarbons used in the sand for stimulating the production of oil or secondary recovery purposes shall be 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 or other kindred hydrocarbons, free of charge on the premises where produced or, at the option of the lessor and in lieu of said royalties in kind, the lessee agrees to pay the lessor the 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, gas, or other kindred hydrocarbons shall be good merchantable oil and gas or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil from causes beyond his control

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

(f) MEASUREMENTS OF PRODUCTION To gauge and correct for temperature all production from said lands in conformity with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith

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

To furnish the lessor with original pipeline reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the land.

(g) MONTHLY PAYMENTS AND STATEMENTS Unless 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 showing in detail the quantity and quality of the production (per well if required where) from the land hereby leased, and the quantity and quality of the production per well where from offset wells upon 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 effective wells necessary to reasonably offset wells upon and production from adjoining lands

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

(i) LOG OF WELLS AND REPORTS To keep a log of each well drilled by the lessee on the lands leased showing the various formations, water sands and mineral deposits penetrated, and other information furnished to the lessor

To file progress reports in the form prescribed by the lessor during the period while each well is being drilled

To file annually, or at such times as may be required, a plat showing the development of the structure and the location of all wells in connection with the operations of the lessee upon said land

To make such other reports pertaining to the operations by the lessee on said land, and report such other information as may be called for by the lessor. All logs, maps, and reports showing the development and operation of wells, production and the disposition of oil and gas are of importance in effective lessor development and operation of said lands. The Commissioner may waive such reports as conditions warrant

(j) PRODUCTION IMPROVEMENTS 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 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, 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 herein leased or other rights, property or assets of the lessee, to accord all workmen and employees 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 PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties, to be valid, must receive the approval of the Board or by the Commissioner when authority to approve 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 are detrimental to the proper development of the leased lands

(o) DELIVER PREMISES ON LEASE OF FORFEITURE To deliver up the leased premises, with all permanent improvements in place, 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 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 rights 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 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 approve any plan of development if the Board finds such action would be in the best interest of the State. The lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands is provided in Section 3(e) below.

(e) The right to alter or change the quantity and rate of production to the end that waste may be eliminated or that production conform to the lessee's fair share of allowable production under any system of State or Federal 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 transport the gas in interstate commerce and that one or more intrastate purchasers (i.e. those who will use or 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 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 those offered by the interstate purchaser. 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 IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, as to State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove improvements owned by lessee within a reasonable time after the termination of this lease. The 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. The Board shall have the power and authority to cancel leases procured by fraudulent misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the breach of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall fail to perform, observe or observance of any of the terms, covenants, and stipulations of the general regulations promulgated by the Board of Land Commissioners and in force at the date hereof, the lessor shall serve notice of such failure or default 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 of 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 lessor any other equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause or for any subsequent cause or default or 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 conducted on 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, describing therein the land to be relinquished. If no operations have been conducted on the land to be relinquished, the effective date of relinquishment shall be the date and hour of receipt thereof in the office of the Commissioner, or such later date as may be specified by the lessee therein. If operations have been conducted, the effective date of relinquishment shall be as approved by the Board.

(b) If operations have been conducted under this lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice to the Commissioner, a written relinquish-

Sec. 1 (p)

"Provided, if drilling, completion, testing or reworking operations are being conducted, either during the primary term or any extension thereof, this lease shall continue in full force and effect so long as operations are being conducted and so long thereafter as oil or [illegible] in paying quantities."

[redacted] & PRINT CO.
134 N. CENTER
CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-0320843

[redacted]

KNOW ALL MEN BY THESE PRESENTS, That R. K. O'Connell
P. O. Box 2003, 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
C. Sue O'Connell	P. O. Box 371 Casper, WY 82602	.75%
Judith D. Coon	P. O. Box 2003 Casper, WY 82602	.75%

196290

RECORDED May 16 1983 8:00 A.M
IN BOOK 68 O+S PAGE 175
FEES 4.25 Lois J. Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

Being in all a total of an undivided One and One Half Percent (1-1/2%)
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 33: Lots 1,2,3,4, NE¼, E½NW¼, SW¼NW¼, N½S½

containing 619.07 acres, more or less

~~of Section Township Range containing acres more or less,~~

WITNESS our hands this 27th day of April, 19 83

Witnesses:

R. K. O'Connell

P. O. Box 2003
Casper, WY 82602

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by R. K. O'Connell

this 27th day of April, 19 83

Witness my hand and official seal.

Cindy L. Swirczynski
Notary Public

My Commission Expires:

Cindy L. Swirczynski - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1985

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, WOODS PETROLEUM CORPORATION 500 Natl. Foundation West Bldg., 3555 N.W. 58th Street, Oklahoma City, Oklahoma 73112, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 82-0021, and covering land situate in Sublette County, Counties, described as follows:

196307

RECORDED May 17 1983 8:00 AM
IN BOOK 68 of L PAGE 176
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

Township 28 North, Range 109 West
Section 36: ALL

and containing 640.00 acres more or less, for and in consideration of the sum of TEN Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto W. A. MONCRIEF, Moncrief Bldg., Ninth at Commerce of Fort Worth Texas 76102, assignee, an undivided one-half of the all rights, title and interest of assignor in and to said lease

Township 28 North, Range 109 West
Section 36: ALL

and containing 640.00 acres, more or less, reserving, however, unto assignor an overriding royalty of 7.5% previously reserved

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

IN WITNESS WHEREOF, this instrument executed this 23rd day of June, 1982

WITNESS:

WOODS PETROLEUM CORPORATION

By Larry L. [illegible]
Assignor-Lessee

Attest: Leroy Ussery, Vice President

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____
County of _____ } ss.

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

and further, that approval shall not operate as any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment.

ACKNOWLEDGEMENT (For use by Corporation)

State of Oklahoma
County of Oklahoma } ss.

On this 23rd day of _____, A. D. 1982, before me personally appeared Larry L. _____ personally known, who, being by me duly sworn, did say that he is the President of Woods Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Larry L. [illegible] acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 23rd day of June, A. D. 1982.

(SEAL)

[illegible]
Notary Public - Mike [illegible]itt

My Commission expires: May 3

Assignment approved by Board of Land Commissioners: November 18, 1982 with binding payment to the State for the assignment of an overriding royalty*

Assignment recorded in the office of Commissioner of Public Lands: October 15, 1982

(Fee for recording this assignment is $10.00. If other terms are desired form should be prepared and signed for the office record.)

*Incorporated in this assignment a special duplicate copy is retained

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W-75889

Lease effective date 5-1-82

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

W. A. MONCRIEF, JR.

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

[redacted] fers 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

Sec 4: Lots 1, 2, 3, 4, S/2 N/2, S/2
Sec 5: Lots 1, 2, 3, 4, S/2 N/2, S/2
Sec 6: Lots 1, 2, 7, 9, SE/4 NE/4, SE/4 SW/4, SE/4
Sec 7: Lots 1, 2, 3, 4, E/2 W/2, E/2
Sec 9: All
Sec 10: All
Sec 15: All
Sec 21: All
Sec 22: All
Sec 25: All
Sec 26: All
Sec 27: All
Sec 28: All
Sec 29: SW/4 SW/4
Sec 33: SE/4 NW/4, S/2
Sec 34: All
Sec 35: All

Containing 9.720.31 acres, more or less
Sublette County, Wyoming

196308

RECORDED May 17 1983 8 A.M
IN BOOK 68 D+S PAGE 177
FEES $ Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7.5%

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

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

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

Executed this 27th day of August, 19 82.

WOODS PETROLEUM CORPORATION

(Assignor's Signature)
J. Miller, Vice President

Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1982

By J. R. Spencer
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

MAR 15 1983
(Date)

FOR ASSIGNEE

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

177

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 leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and applicable regulations.

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

Executed this 4th day of October, 19 82.

(Assignee's Signature)

W.A. Moncrief, Jr.

Moncrief Building, Ninth & Commerce
(Assignee's Address)

FortWorth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of August, 1982, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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 Prewitt
Notary Public

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

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

ROUTINE USES

(1) Adjudication of the assignee's rights to [illegible] resources.

(2) Documentation for public information in support of decisions made on land status records for the management, disposal, and use of public lands and resources, and transfer to appropriate Federal agencies when concurrence is required prior to granting a right to such lands or resources.

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

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

ASSIGNMENT OF OVERRIDING ROYALTY

This Overriding Royalty Assignment is made this 14th day of April, 1983 between KENAI OIL AND GAS INC., a Delaware corporation, 1675 Larimer Street, Suite 500, Denver, Colorado 80202, hereinafter called "Assignor", and JOSEPH R. MAZZOLA, 240 Hemlock, Broomfield, Colorado 80020, hereinafter called "Assignee".

In consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, without warranty of title, either express or implied, an overriding royalty interest of 1.00% of 8/8ths of all of the oil, gas and other hydrocarbons produced, saved and marketed from the oil and gas lease, or leases described on Exhibit A attached hereto and made a part hereof free and clear of all costs or expense to Assignee, except that Assignee shall pay all taxes attributable to the interest assigned. This Assignment of Overriding Royalty is made subject to all the terms and conditions of the lease.

In the event any oil and gas lease covered hereby covers less than the entire undivided fee simple mineral estate, then the overriding royalty interest herein conveyed shall be proportionately reduced to the mineral interest covered by said lease. If said Exhibit A pertains to more than one lease then the provisions of this paragraph shall apply separately to each lease.

ATTEST:

William H. Long
William H. Long
Assistant Secretary

KENAI OIL AND GAS INC.

By: Lawrence M. Pohly
Lawrence M. Pohly
Vice President/Secretary

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

The foregoing instrument was acknowledged before me on this 14th day of April, 1983, by Lawrence M. Pohly, as Vice President/Secretary of Kenai Oil and Gas Inc.

WITNESS my hand and official seal.

Notary Public

1675 Larimer Street, Suite 500
Denver, Colorado 80202

My commission expires: My Commission expires February 15, 1987

196323

RECORDED May 18 1983 8:00 AM
IN BOOK 68 of Rg PAGE 179
FEES 6.00 Lura J. Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

3WY-956
3WY-957
South Pass Prospect

179

EXHIBIT "A"

To Assignment of Overriding Royalty Interest dated April 14, 1983 between Kenai Oil and Gas Inc., Assignor, and Joseph R. Mazzola, Assignee. (South Pass Prospect)

3WY-956

Oil and Gas Lease dated March 1, 1976 from Mary H. Pape, Individually and as Executrix of the Estate of Lester Pape, Lessor, to Inter-American Petroleum Corporation & Thomas A. Chorney, Lessee, recorded in Book 52 (O&G), Page 570 of the records of Sublette County, Wyoming, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P.M.
Section 4: Lots 1,2,3, S½N½, SE¼, E½SW¼, NW¼SW¼
Section 5: SE¼NE¼, NE¼SE¼
Section 9: N½N½

Township 35 North, Range 111 West, 6th P.M.
Section 33: E½

Containing 1,116.17 acres, more or less.

3WY-957

Oil and Gas Lease dated March 1, 1976 from Lester Pape & Son Ranches, Inc., Lessor, to Inter-American Petroleum Corporation, et al, Lessee, recorded in Book 52 (O&G), Page 572 of the records of Sublette County, Wyoming, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 W 6th P.M.
Section 4: Lot 4
Section 5: Lots 1,2,3,4, S½N SW¼NE¼, NW¼SE¼, SE¼SW¼

Township 35 North, Range 111 W 6th P.M.
Section 32: SE¼SW¼, S½SE¼, NE¼ ¼
Section 33: W½SW¼

Containing 638.18 acres, more or less.

* * * * *

196406

RECORDED Mar 2 1983 8:00 A
IN BOOK 68 of M PAGE 181
FEES $8.00 Lucy J. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

ASSIGNMENT OF RIGHT TO LEASE

THIS ASSIGNMENT, dated as of March 1, 1983, from NORTHWEST PIPELINE CORPORATION, a Delaware corporation (herein called "Assignor"), to PRESIDIO EXPLORATION, INC. Box 839, Denver, Colorado 80201 (herein called "Assignee").

Assignee owns legal or equitable title to all or an undivided part of the entire leasehold estate created by the following United States of America lease for oil and gas (herein called the "Lease"), issued for primary term of 10 years under the Mineral Leasing Act of February 25, 1920, insofar as the Lease covers the following-described lands (herein called the "Lands") located in Sublette County, Wyoming.

Serial W-64985, dated effective October 1, 1978, covering:

Township 27 North, Range 112 West, 6th P.M.
Section 1: SW¼
Section 12: N½NW¼

Assignor is the owner of all the right, title, and interest in, under, and by virtue of that certain United States of America Right-of-Way as follows:

W-0125326: Right-of-Way for a pipe line which involves lands described as follows:

Township 27 North, Range 112 West, 6th P.M.
Section 1: SW¼SW¼
Section 12: NW¼NW¼

Because the Lease was issued subsequent to the Right-of-Way, the Lease does not cover the oil and gas in and under the Right-of-Way, and pursuant to Section 1 of the Right-of-Way Leasing Act of 1930, Assignor is the only party presently entitled to obtain from the United States of America an oil and gas lease covering that part of the lands traversed by the Right-of-Way.

For Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of the right, title and interest of Assignor, under and by virtue of the Right-of-Way Leasing Act of 1930 to lease for oil and gas purposes that part of the Lands traversed by the Right-of-Way for a term coterminous with the respective individual Lease together with all rights, privileges and benefits incident to the right to lease under the Right-of-Way Leasing Act of 1930.

This Assignment shall remain in full force and effect so long as the Lease or any extension or renewal thereof, remains in full force and effect.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED as of the date first above written.

ATTEST:

By: _____
ASSISTANT SECRETARY

NORTHWEST PIPELINE CORPORATION

By: _____
F. J. Becraft, Vice President

ATTEST:

By: _____
Glenn M. Gilbertson, Jr.
Assistant Secretary

PRESIDIO EXPLORATION, INC.

By: _____
Grant E. Tr[illegible]er
Vice-Presi[illegible]

Assignment of Right to Lease
Sublette County, Wyoming
W-649[illegible]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

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

Before me, a Notary Public, in and for said county and state, did personally appear F. J. Becraft, to me personally known who, being by me duly sworn, did say that he is the Vice-President of Northwest Pipeline Corporation, and that the seal affixed is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors. Said F. J. Becraft acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of April, 19 83.

SEAL

Gayle Clark
Notary Public

My Commission Expires:
Oct. 1, 1986

STATE OF COLORADO)
) ss.
COUNT OF DENVER)

Before me, a Notary Public, in and for said county and state, did personally appear Grant E. Thayer to me personally known who, being by me duly sworn, did say that he is the Vice-President of PRESIDIO EXPLORATION, INC., and that the seal affixed is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors. Said Grant E. Thayer acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of May, 19 83.

Pamela M. Yost
Notary Public

My Commission Expires:

Assignment of Right to Lease
Sublette County, Wyoming
W-64985

184

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-5645

Lease effective date 5-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (include zip code): MONCRIEF BUILDING
NINTH AT COMMERCE
FORT WORTH, TEXAS 76102

The undersigned, as owner of * 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 [redacted]

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

Township 27 North, Range 109 West
Section 6: Lots 1,2,3,4,5,6,7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4

Containing 590.01 acres, more or less

196107

RECORDED May 25 1982 8:00 A.
IN BOOK 68 Misc PAGE 184
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	19.92187525%
4. Specify interest or percent of operating rights being retained by assignor	D: to 16,986 feet 30.46875025% B: 16,986 feet 19.92187525%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	12.5%

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

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

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

Executed this 1st day of September, 1982.
WOODS PETROLEUM CORPORATION

(Assignor's Signature)
Larry L. Miles, President

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

ATTEST:
Leroy Usery, Secretary

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.

UNITED STATES OF AMERICA

Assignment approved JUN 1 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

[redacted] APR 29 1983
[redacted] ASSIGNED

[redacted] [redacted] [redacted]

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 15th day of November, 1982.

W. A. Moncrief
(Assignee's Signature)
W. A. Moncrief

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Wooda Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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

(2) ... 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 823-060

(185)

(. /86

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No. W-20524

Lease effective date 5-1-67

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

PART I

1. Assignee's Name W. A. MONCRIEF

Address (*include zip code*) MONCRIEF BUILDING
*52.5781255% down to 16,986 ft Ninth at Commerce
43.59375505% below 16,986 ft Fort Worth, Texas 76102

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3106.2-3)

Township 27 North, Range 109 West
Section 5: SW/4, NW/4 SE/4, S/2 SE/4

Containing 280.00 acres, more or less
Sublette County, Wyoming

196408

RECORDED May 21 1982 8:00 AM
BOOK 68 Misc PAGE 186
FEES $6.00 Jane L. Blake COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	21.79687525%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 ft. 30.78125025% Below 16,986 ft. 21.79687525%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	12.5%

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 1st day of September, 1982.
WOODS PETROLEUM CORPORATION

ATTEST:
Leroy Magers, Secretary

Larry L. Miles (Assignor's Signature)
Vice President

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 01 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 29 1983
(Date)

This form may be reproduced in accordance with the prescribed format.

Submit original and four (4) true copies (43 CFR 3106.2-1). Carbon copies or reproductions on one sheet of both sides of official form will be accepted.

1975-1

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

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [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 16th day of November , 1982 .

W. A. Moncrief
(Assignee's Signature)

W. A. Moncrief

Moncrief Bldg., 9th at Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) [redacted]

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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

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.

• 187

☆ U.S. Government Printing Office-1980-

Form TA-21 (Rev. 4-4-49) [illegible] AN. - COLO
& Other Rock[illegible] States

188

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated August 29, 1981, from Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book ____, Page ____, of the ____ Records of ____ County, ____, is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602

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

TOWNSHIP 29 NORTH, RANGE 112 WEST 6th P.M.
SECTION 8: E½
SECTION 9: SW¼NW¼, NW¼SW¼

156409

RECORDED Mar 28 1983 2:00 PM
IN BOOK 68 PAGE 179
FEES 6.25 COUNTY CLERK
SUBLETTE COUNTY CLERK

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

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

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife	Box 675 Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming	$50.00
Commercial Security Bank, Trustee under the terms and provisions of that certain trust agreement entered into under date of January 20, 1960 as set out in the Estate of Francis Noble Hoover, Deceased	Trust Department P. O. Box 9160 Ogden, Utah 84409	1225	NONE

RECORDED June 8 1982 2:00 PM
IN BOOK 65 Deeds PAGE 162
FEES $ 6.25 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

and that payment or tender, of the [illegible] at the times and in the manner spec[illegible] same in full force and effect accordi[illegible] payment of the amounts above set f[illegible] instrument shall be fully binding u[illegible] same, without regard to execution o[illegible]

above set forth opposite his name, direct[illegible] said lease will, as to his interest in the sa[illegible] terms; provided, that if no amount is [illegible] the other parties, or their successors in in[illegible] effective as to the interest of, each of th[illegible] execution by the others or by any other

to his credit in the depository bank [illegible], extend said lease and continue the set forth opposite his name, then will so extend said lease. This [illegible]e named persons who executes the whomsoe[illegible]r.

We, and each of us, hereby and waive all rights of dower and home[illegible] provisions hereof shall be binding [illegible] heirs, legal representatives, successors, [illegible] n the abo[illegible] identified land, and the signs of e[illegible]h of us.

WITNESS our hands and [illegible] this 16th day of November 19 81

Robert M. Miller, Jr. (Seal)

Tara L. Miller (Seal)

(Seal)

Commercial Security Bank, Trustee (Seal)

(Seal)

SEAL

Attest: [illegible]

By: [illegible] (Seal)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 1981, personally appeared Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife

and

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

Stella Wright
Notary Public
County of Sublette
State of Wyoming
My Commission Expires: Apr. 6, 1985

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

My Commission Expires April 6, 1985

Stella Wright

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19__
by _____

Witness my hand and official seal.

Notary Public

My Commission Expires:

State of Utah }
County of Weber } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 30th day of November, A. D. 19 81, before me personally appeared David G. Moore, to me personally known, who, being by me duly sworn, did say that he is the Vice President & Sr. Trust Officer of Commercial Security Bank and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said David G. Moore acknowledged said instrument to be the free act and deed of said corporation.

BEVERLY L. DANIELS NOTARY PUBLIC STATE OF UTAH

Witness my hand and seal this 30th day of November, A. D. 19 81

Betty L. Daniels
Notary Public.

My Commission expires April 10, 1982

No. _____

FROM _____

TO _____

Dated _____, 19__

No. Acres _____

County _____

Term _____

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

_____
County Clerk.

By _____ Deputy.

When recorded return to

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

189

Form. TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

190

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, **WHEREAS**, that certain oil and gas lease, dated August 29, 1981, from Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife, as Lessors, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book ____, Page ____, of the ____ Records of ____ County, ____, is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST 6th P.M.
SECTION 9: SW¼SW¼, NW¼NW¼

96416

RECORDED Mar. 24 1983 8:00 A.M.
IN BOOK 68 Misc PAGE 190
FEES $25.00 Paul Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

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

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife	Box 675 Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming	$10.00
- Commercial Security Bank, Trustee under the terms and provisions of that certain trust agreement entered into under date of January 20, 1960 as set out in the Estate of Francis Noble Hoover, Deceased	Trust Department P. O. Box 9160 Ogden, Utah 84409	1226	NONE

RECORDED June 8 1982 2:00 P M
IN BOOK 65 Oil PAGE 164
FEES 6.25 Sam J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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

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

WITNESS our hands and seals this 16th day of November, 19 81

Robert M. Miller, Jr. (Seal)

Tara L. Miller (Seal)

(Seal)

(Seal)

Commercial Security Bank, Trustee

By: (Seal)

At

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 19 81, personally appeared Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife

and

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

Stella Wright Notary Public State of Wyoming County of Sublette My Commission Expires: Apr. 6, 1985

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

My Commission Expires April 6, 1985

Notary Public

State of }
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.

Notary Public

My Commission Expires:

State of Utah }
County of Weber } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 30th day of November, A. D. 19 81, before me personally appeared David G. Moore, to me personally known, who, being by me duly sworn, did say that he is the Vice President & Sr. Trust Officer of Commercial Security Bank and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said David G. Moore acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 30th day of November, A. D. 19 81

Betty L. Daniels
Notary Public.

BETTY L. DANIELS NOTARY PUBLIC STATE OF UTAH (SEAL)

My Commission expires April 10, 1982

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

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

191

192

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, **dated** August 29, 1981, **from** Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife, **as Lessors, to** Farleigh Oil Properties, a sole proprietorship, **as Lessee, recorded in Book** ____, **Page** ____, **of the** ____ **Records of** ____ **County,** ____, **is owned by** Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602

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

TOWNSHIP 29 NORTH, RANGE 112 WEST 6th P.M.
SECTION 7: S½NE¼, SE¼, SE¼SW¼
SECTION 8: W½NW¼, SW¼
SECTION 17: NW¼NW¼
SECTION 18: N½NE¼, SW¼NE¼

196411

RECORDED IN BOOK 68 FEES 6.25 SUBLE
23 1982 8:00 AM
PAGE 192
COUNTY CLERK
COUNTY CLERK

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

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

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife	Box 675 Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming	$85.00
Commercial Security Bank, Trustee under the terms and provisions of that certain trust agreement entered into under date of January 20, 1960 as set out in the Estate of Francis Noble Hoover, Deceased	Trust Department P. O. Box 9160 Ogden, Utah 84409	1227	NONE

RECORDED June 8 1982 2:00 PM
IN BOOK 65 Oil PAGE 166
FEES $6.25 Lorna J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

WITNESS our hands and seals this 16th **day of** November, **19** 81

Robert M. Miller, Jr. (Seal)

Tara L. Miller (Seal)

(Seal)

Commercial Security Bank, Trustee (Seal)

By: [redacted] (Seal)

STATE OF UTAH
Attest: [redacted]

LESSOR	LESSEE	LEASE DATE EXP DATE	DESCRIPTION
USA W-54161	Estelle C. Haefele	4/01/76 3/31/86	Insofar as it covers: Township 29 North, Range 114 West, 6th P.M. Section 19: E/2
USA W-78476	Pete J. Kithas	3/01/75 2/28/85	Insofar as it covers: Township 29 North, Range 114 West, 6th P.M. Section 9: N/2
USA W-54162	Patricia R. Pfenning	4/01/76 3/31/86	Insofar as it covers: Township 29 North, Range 114 West, 6th P.M. Section 29: NE
USA W-49634	John A. Yates	4/01/75 3/31/85	Insofar as it covers: Township 29 North, Range 114 West, 6th P.M. Section 8: All

EXHIBIT "A" TO ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
FROM
MESA PETROLEUM CO., as "ASSIGNOR",
TO
STUART MCKINLEY, as "ASSIGNEE"

STATE OF WYOMING, COUNTY OF SUBLETTE

LESSOR	LESSEE	LEASE DATE EXP DATE	DESCRIPTION
USA W-60620	Estelle C. Haefele	4/01/76 3/31/86	Insofar as it covers: Township 29 North, Range 114 West, 6th P.M. Section 5: Lot 4 Section 6: Lots 1, 2, S/2NE, SE Section 7: E/2 Section 18: SE Section 9: SESE Section 17: All
USA W-59398	Fred D. Volz	8/01/77 7/31/87	Insofar as it covers: Township 29 North, Range 114 West, 6th P.M. Section 18: NE Section 20: All
USA W-60621	Patricia R. Pfenning	4/01/76 3/31/86	Insofar as it covers: Township 29 North, Range 114 West, 6th P.M. Section 21: All Section 28: All
ST WY 76-0342	Chinook Roustabout Service Inc.	5/02/76 5/02/86	Township 29 North, Range 114 West, 6th P.M. Section 16: All

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Assignee certifies that (1) Assignee is a citizen of the United States, (2) Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable 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) He agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalties payable to the United States, aggregate in excess of 17-1/2%, shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

Executed this 26 day of May 1983

Stuart McKinley

Stuart McKinley
P. O. Box 88
Daniel, Wyoming 83115

Linda A Koch
Notary Public

My Commission expires 1-28-1985

[redacted] gnment of overriding [redacted] erest
[redacted] e Two [redacted]

3. Working Interest Pooling Agreement dated June 1, 1979, covering certain leasehold, working and operating interests in Sections 8 and 17, Township 29 North, Range 114 West, Sublette County, Wyoming, between Yates Drilling Company, ABO Petroleum Corporation, Myco Industries, Inc., Terra Resources Inc., Rainbow Resources Inc., and Barber Oil Exploration Inc.; and,

4. Agreement dated August 15, 1979, between American Quasar Petroleum Co. of New Mexico and John J. Christmann.

5. Participation Agreement dated September 1, 1979, between American Quasar Petroleum Co. of New Mexico and Mesa Petroleum Co.

It is understood and agreed that the overriding royalty interest herein assigned is made subject to all of the terms and provisions of such agreements. Under the provisions of such agreements it is possible that at some time in the future Assignor's interest in such lands could be reduced. If Assignor's interest is decreased pursuant to the terms of such agreements it is understood and agreed that Assignee's overriding royalty interest herein assigned shall also be reduced so that Assignee shall at all times own and be entitled to a 3% overriding royalty interest in and to the leasehold interest or operating rights owned by Assignor earned under the Farmout Agreements referred to in 1. and 2. above in the lands and leases described on Exhibit "A".

IN WITNESS WHEREOF, this assignment of overriding royalty is executed on this 10 day of January, 1983.

ATTEST:

By: Michael J. Moore
Michael J. Moore
Assistant Secretary

MESA PETROLEUM CO.

By: J. K. Larsen
Vice President
J. K. Larsen

STATE OF TEXAS)
) ss.
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 10 day of January, 1983, by J. K. Larsen, Vice President of Mesa Petroleum Co., a Deleware corporation, on behalf of said corporation.

My Commission Expires:
10-30-84

Edna Jackson
Notary Public in and for
Potter County, Texas

194

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE)

STATE OF WYOMING)

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Mesa Petroleum Co., hereinafter called "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, and transfer unto Stuart M. McKinley, P. O. Box 88, Daniel, Wyoming 83115, hereinafter called "Assignee", an overriding royalty interest of 3% of all the oil and gas produced and saved from the land described on Exhibit "A" attached and made a part hereof, and attributable to the leasehold or operating interest owned by the Assignor by virtue of the oil and gas leases described on Exhibit "A" insofar only as such leases cover the land described in Exhibit "A" situated in Sublette County, Wyoming.

If Assignor owns less than all of the leasehold interest or operating rights under the oil and gas leases described on Exhibit "A", or if such leases cover less than all of the oil and gas in and under the lands described on Exhibit "A", the overriding royalty interest assigned hereunder shall be reduced in proportion that the interest owned by Assignor or covered by such leases bears to the entire leasehold interest or operating interest in such oil and gas leases or to the entire oil and gas interest in such lands. Furthermore, it is understood and agreed between the Assignor and Assignee that the interest owned by Assignor in the leases set forth on Exhibit "A" are subject to the following agreements:

1. Farmout Letter Agreement dated January 5, 1979, and amendments thereto, between Yates Drilling Company, ABO Petroleum Corporation and Myco Industries, Inc. and John J. Christmann;

2. Farmout Letter Agreement dated April 3, 1979, and amendments thereto, between Barber Oil Exploration Inc., Rainbow Resources Inc., and Terra Resources Inc. and John J. Christmann;

196480

RECORDED May 26 1983 8:00 AM
IN BOOK 68 O+P PAGE 194
FEES $ 9.00 Lucy J. Yuke COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 19 81, personally appeared Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife

and

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

Stella Wright Notary Public County of Sublette State of Wyoming My Commission Expires April 6, 1985

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

April 6, 1985

Notary Public

State of
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of Utah
County of Weber } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 30th day of November, A. D. 19 81, before me personally appeared David G. Moore, to me personally known, who, being by me duly sworn, did say that he is the Vice President & Sr. Trust Officer of Commercial Security Bank and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said David G. Moore acknowledged said instrument to be the free act and deed of said corporation.

BETTY L. DANIELS NOTARY PUBLIC STATE OF UTAH

In witness whereof, I have hereunto set my hand and seal this 30th day of November, A. D. 19 81

Notary Public.

My Commission expires April 10, 1982

No.
From
To
Dated
No. Acres
County
Term

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

County Clerk.

By Deputy.

When recorded return to

CASPER PRESS, 124 N. CENTER, CASPER, WYO.

183

Producers 88 Spec.– U

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of May, 1983 by and between
Dorothy T. Mounts, a widow
5540 West Dry Creek Road
of Healdsburg, California 95448, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82602-2875 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and More---------- DOLLARS
($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

196184

RECORDED May 27 1983 8:00 A M
IN BOOK 68 of Leases PAGE 199
FEES 6.00 Lavina Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section ..... containing 760.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 2 yrs. 7 mos. from October 5, 1983, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

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

If no well be commenced on said land on or before October 5, 1984 this lease shall terminate as to both parties, unless the lessee on or before October 5, 1984 shall pay or tender to the lessor or to the lessor's credit in the Bank of America Bank at Healdsburg, California 95448, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty and 00/100----October 5, 1984- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from October 5, 1984. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operations of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

This lease is subject to and subordinate to a lease dated October 5, 1973 and recorded in Book 50 at Page 239 of the Sublette County Records. The primary term of said lease will expire October 5, 1983 and lessor herein covenants and agrees not to further extend, amend or modify the present and existing oil and gas lease.

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

In the Presence of:

Dorothy T. Mounts (SEAL)

Dorothy T. Mounts (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

200

STATE OF California }
COUNTY OF Sonoma } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of May, 1983, personally appeared Dorothy T. Hounts, a widow

and

OFFICIAL SEAL
A. W. BIASOTTI
NOTARY PUBLIC — CALIFORNIA
SONOMA COUNTY
My Commission Expires Feb. 13, 1987

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

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

My Commission Expires 2-13-87

A. W. Biasotti
Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

day of , personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No

FROM

TO

Filed , 19

No. Acres County,

Term

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

County Clerk.

Deputy.

When recorded return to

Producers 88 Spec.- U

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of May, 1983 by and between
Phyllis Muir Miller and Marvin Miller, wife and husband
2908 Lakeshore Court
of Oxnard, California 93030, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82602-2875 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and More---------- DOLLARS
($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

196485

RECORDED May 27 1983 8:00 A.M.
IN BOOK 68 of Lg PAGE 201
Geri Lee Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

of Sublette, Wyoming, and containing 760.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 2 yrs. 7 mos. from October 5, 1983, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

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

If no well be commenced on said land on or before October 5, 1984, this lease shall terminate as to both parties, unless the lessee on or before October 5, 1984 shall pay or tender to the lessor or to the lessor's credit in the Bank of America Bank at 755 West Channel Island Blvd., Port Hueneme Ca. 93041 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty and 00/100----October 5, 1984- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from October 5, 1984. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

This lease is subject to and subordinate to a lease dated October 5, 1973 and recorded in Book 50 at Page 241 of the Sublette County Records. The primary term of said lease will expire October 5, 1983 and lessor herein covenants and agrees not to further extend, amend, or modify the present and existing oil and gas lease.

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

In the Presence of:

Phyllis Muir Miller (SEAL)

Phyllis Muir Miller (SEAL)

Marvin Miller (SEAL)

(SEAL)

(SEAL)

201

202

STATE OF California }
COUNTY OF Ventura } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of May, 83, personally appeared Phyllis Muir Miller and Marvin Miller, wife and husband

and

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

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

My Commission Expires

Notary Public.

STATE OF California
COUNTY OF Ventura } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of May, 83, personally appeared Phyllis M Miller and Marvin Miller

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 were free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Jan 6, 1897

Kellie Susan Stubbert
Notary Public.

OFFICIAL SEAL
KELLIE SUSAN STUBBERT
NOTARY PUBLIC — CALIFORNIA
VENTURA COUNTY
My Commission Expires Jan. 6, 1987

State of

County of

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

, 19

No. Acres

County

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

County Clerk.

By Deputy.

When recorded return to

CHANGE OF DEPOSITORY

AGREEMENT, Made this 11th day of March, 1983, between

Bert L. Sargent and Renate M. Sargent, husband and wife

(whether one or more), hereinafter called First Party, and Gulf Oil Corporation, hereinafter called Second Party:

WHEREAS, the first party claims to own an interest in the mineral estate in the following described real property and premises, to-wit:

Township 35 North, Range 113 West
Section 14: W/2 NW/4, NW/4 SW/4
Section 15: NE/4 NE/4, S/2 N/2, S/2

situate in Sublette County, State of Wyoming; and,

WHEREAS, the second party holds and owns an oil and gas mining lease upon said premises, bearing date March 5, 1979, between Bert L. Sargent and Renate M. Sargent, husband and wife, as lessor, and Gulf Oil Corporation, as lessee, recorded in the records of said County in Book 57 at Page 243; and,

WHEREAS, the parties have agreed, as hereinafter stipulated, to modify the terms of the oil and gas mining lease aforesaid, as to the interest of the first party, by substituting another depository for the receipt of all sums payable to first party:

WITNESSETH: That the parties hereto contract, covenant and agree that henceforth the second party may pay or tender directly to the first party, or, may pay or tender for the first party's credit to

First State Bank, P.O. Box 38, Hotchkiss, CO 81419 Acct. No. 217056

or its successor, or any Bank with which it may be merged or consolidated, or which succeeds to its business or assets or any part thereof by purchase or otherwise, all rentals, royalties and other sums under said oil and gas mining lease payable to the first party, and such Bank, as well as its successor, or successors, is the first party's agent and shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas mining lease, regardless of any change of ownership in said real property in the oil and gas thereunder, in said lease, or in the rentals to accrue thereunder and in said premises. All rentals, tenders and other payments authorized or required under the terms of said lease which may be payable to the party of the first part may be made in currency, by check or draft of the party of the second part, or its assigns, payable to him, by depositing such currency, draft, or check in any Post Office on or before the paying date in an envelope with sufficient postage thereon, addressed to first party at 2798 0 Road, Hotchkiss, CO 81419, or the depository bank at the place named above. Notwithstanding the death of the party of the first part, all tenders or payments may continue to be made in the manner above specified and shall operate as a sufficient tender or payment. Except as herein modified, it is agreed said oil and gas mining lease shall be and remain in full force and effect as originally written, and the said lease is hereby ratified, adopted and approved in its entirety.

First party hereby release and waive all right under and by virtue of the homestead exemption laws of the state in which the land above described is located.

THIS AGREEMENT shall be binding upon any one or more of first parties executing same, whether or not all of said first parties join in the execution hereof, and each and every clause of this agreement shall extend to the heirs, executors, administrators, successors and assigns of all parties so executing this agreement.

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

X Bert L. Sargent
Bert L. Sargent

X Renate M. Sargent
Renate M. Sargent

196560

This Instrument Prepared by M. D. Hogan for Gulf Oil Corporation: GLN: 8-37139-02
R/D: 6/25; (6)

RECORDED June 6 1983 8:10 A M
IN BOOK 68 Misc PAGE 203
FEES $6.00 Lois Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinney 203

204

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Colorado }
COUNTY OF Delta } SS. All States (except Ky)

On this 20th day of April, 1983, before me, a Notary Public in and for said County and State, personally appeared Bert L. Sargent and Renate M. Sargent,

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

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

NOTARY PUBLIC STATE OF COLO

My commission expires December 5 1984

Sandra Lynn Hulstrom
Notary Public.

ACKNOWLEDGMENT – INDIVIDUAL

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

On this ..... day of ....., 19....., before me, a Notary Public in and for said County and State, personally appeared ..... and .....,

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

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

My commission expires..... .....
Notary Public.

CHANGE OF DEPOSITORY

FROM

.....

.....

TO

.....

.....

Dated ....., 19.....

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... County .....

No. of acres ..... Term .....

STATE OF .....
COUNTY OF ..... } SS:

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

..... County Clerk—Register of Deeds.

By ..... Deputy.

When Recorded

GULF OIL CORPORATION
P. O. BOX 2619
CASPER, WYOMING 82602

ACKNOWLEDGMENT FOR USE IN OKLAHOMA, KANSAS AND NEW MEXICO WHERE LESSOR SIGNS BY MARK

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

On this ..... day of ..... A. D. 19..., before me the undersigned, a Notary Public, in and for the County and State aforesaid, duly appeared ..... and ....., to me known to be the identical person who executed the within and foregoing instrument by ..... in my presence and in the presence of ..... and ..... as witnesses, and acknowledged to me that executed the same as ..... free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

My commission .....
Notary Public.

NOTE: The signature of a lessor who cannot write his name must be witnessed by two persons who saw his mark made and one of the lessor's name near his mark.

[redacted] [redacted] [redacted]

Producers 88 Spec.– U

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of May, 1983 by and between
Jean M. Miller, a single woman
860 Bates Avenue
of El Cerrito, California 94530 hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82602-2875 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More DOLLARS
($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

196561

RECORDED June 6 1983
IN BOOK 68 Oil PAGE 208
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 760.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 2 yrs. 7 mos. from October 5, 1983, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where gas sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

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

If no well be commenced on said land on or before October 5, 1984 this lease shall terminate as to both parties, unless the lessee on or October 5, 1984 shall pay or tender to the lessor or to the lessor's credit in the Bank of America, El Cerrito Branch 552, El Cerrito, California 94530 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty and 00/100----October 5, 1984- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from October 5, 1984. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such unit shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws insofar as the same may in any way affect the purposes for which this lease is made, as herein recited.

This lease is subject to and subordinate to a lease dated October 5, 1973 and recorded in Book 50 at Page 243 of the Sublette County Records. The primary term of said lease will expire October 5, 1983 and lessor herein covenants and agrees not to further extend, amend, or modify the present and existing oil and gas lease.

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

In the Presence of:

Jean M. Miller (SEAL)

Jean M. Miller (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

206

STATE OF California
COUNTY OF Contra Costa } ss

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24 day of May, 1983, personally appeared Jean M. Miller, a single woman proved to me on the basis of satisfactory evidence, or

and

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

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

My Commission Expires
5/26/83

OFFICIAL SEAL
PEARL L. CASS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
CONTRA COSTA COUNTY
My Commission Expires MAY 26, 1983

Pearl L. Cass
Notary Public

STATE OF
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
Dated 19
No. Acres
County
This instrument was filed for record on the
day of 19, at
o'clock M., and duly recorded in
Book Page
of the records of this office.
County Clerk.
Deputy.
When recorded return to

Producers 88 Spec.– U

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of May, 1983 by and between
Ann I. Muir, a widow
1534 Brown Street
of Martinez, California 94553, hereinafter called lessor (whether one or more) and
Thomas F. Stroock
of P. O. Box 2875, Casper, Wyoming 82602-2875 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and More---------- DOLLARS ($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit:

196562

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW¼SW¼
Section 25: W½
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

REC'D June 6 1983 8:00 A.M.
IN BOOK 68 Deeds PAGE 207
FEES 6.00 Linda Burke COUNTY CLERK
SUBLETTE COUNTY CLERK

containing 760.00 acres, more or less, and of 2 yrs. 7 mos. October 5, 1983

It is agreed that this lease shall remain in force for a term of from , and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

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

If no well be commenced on said land on or before October 5, 1984 this lease shall terminate as to both parties, unless the lessee on or before October 5, 1984 shall pay or tender to the lessor or to the lessor's credit in the Wells Fargo Bank at Martinez Branch, Martinez, California 94553, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Sixty and 00/100----October 5, 1984- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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

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

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

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

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

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

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

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

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

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws insofar as the same may in any way affect the purposes for which this lease is made, as recited herein.

This lease is subject to and subordinate to a lease dated October 5, 1973 and recorded in Book 50 at Page 237 of the Sublette County Records. The primary term of said lease will expire October 5, 1983 and lessor herein covenants and agrees not to further extend, amend, or modify the present and existing oil and gas lease. A.I.M.

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

In the Presence of:

Anne Polen Hickey

Ann I. Muir (SEAL)

Ann I. Muir (SEAL)

( ) (SEAL)

( ) (SEAL)

( ) (SEAL)

( ) (SEAL)

OFFICIAL SEAL
ANNE POLEN HICKEY
NOTARY PUBLIC CALIFORNIA
Principal Office in Contra Costa County
My Commission Expires Aug. 1, 1986

207

208

California
COUNTY OF Contra Costa } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of May, 1983, personally appeared Ann I. Muir, a widow

and

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

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

My Commission Expires 8-1-86

OFFICIAL SEAL
ANNE POLEN HICKEY
NOTARY PUBLIC-CALIFORNIA
Principal Office in Contra Costa County
My Commission Expires Aug. 1, 1986

Anne Polen Hickey
Notary Public.

STATE OF
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated

No. Acres

Term

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

County Clerk.

By Deputy.

When recorded return to

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

OIL AND GAS LEASE USA-W-83275
W-61,364

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg
5000 S. Quebec, Suite 500
Denver, Co 80237
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg, beneficiary under the "Rachel Susan Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	[redacted]
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg, beneficiary under the "Stephen Mark Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6666%
Celeste C. Grynberg and Dean G. Smernoff as Co- Trustees for Miriam Zela Grynberg, beneficiary under the "Miriam Zela Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6667%

Whose trust agreements may be found in Denver County, Colorado, Book 2049, Pages 71-96.

Being in all a total of an undivided 5% of 8/8ths of 100% (five percent of eight eighths of 100%). .....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 29 N - R 108 W
Sec. 10: All
Sec. 14: S½NW¼

196563

RECORDED June 6 1983 8:00 A M
IN BOOK 68 Ox D PAGE 209
FEES $6.25 Lane J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lane

Containing 720.00 acres, more or less.

WITNESS our hands this APR 20 1983 day of ..... 19.....

Witnesses:

.....

.....

Jack J. Grynberg, Assignor

Celeste C. Grynberg, Spouse

STATE OF Colorado
} ss.
COUNTY OF Arapahoe

On the APR 20 1983 day of ....., 19....., before me personally appeared Jack J. Grynberg and Celeste C. Grynberg
the signors of the above instrument, who duly acknowledged to me that they executed

JANET N. KERBY NOTARY PUBLIC STATE OF COLORADO

Janet N. Kerby
Notary Public

My commission expires:
My Commission Expires May 20, 1985

Residing in .....
JANET N. KERBY, NOTARY PUBLIC
1038 GARFIELD STREET
DENVER, COLORADO 80206

209

CERTIFICATION TO HOLD AN INTEREST IN OVERRIDING ROYALTY ASSIGNMENTS

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's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres 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 filing fee of $10.00 is attached.

B. IT IS HEREBY CERTIFIED That the statements 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 APR 20 1983, 19 .

Celeste G. Grynberg, Co-Trustee

Dean G. Smernoff, Co-Trustee

5000 S. Quebec, Suite 500
(Assignee's Address)

Denver, Colorado 80237
(City) (State) (Zip Code)

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

The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-6.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

OIL AND GAS LEASE USA-W-83281
W-70,360

KNOW ALL MEN BY THESE PRESENTS, That Celeste C. Grynberg
5000 S. Quebec, Suite 500
Denver, Co 80237
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg, beneficiary under the "Rachel Susan Trust"	5000 S. Quebec, [redacted] Denver, CO 80237	[redacted]
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg, beneficiary under the "Stephen Mark Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6666⅔
Celeste C. Grynberg and Dean G. Smernoff as Co- Trustees for Miriam Zela Grynberg, beneficiary under the "Miriam Zela Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6667⅓

Whose trust agreements may be found in Denver County, Colorado, Book 2049, Pages 71-96.

Being in all a total of an undivided 5% of 8/8ths of 100% (five percent of eight eighths of 100%) 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:

196564

T 29 N - R 110
Sec. 33: NE¼

RECORDED June 6 1983 8:00 A.M.
IN BOOK 68 Ord PAGE 211
FEES $6.25 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McWilliams

Containing 160.00 acres, more or less.

APR 2 0 1983

WITNESS our hands this day of , 19

Witnesses:

Celeste C. Grynberg, Assignor

STATE OF Colorado
} ss.
COUNTY OF Arapahoe

APR 2 0 1983

On the day of , 19, before me personally appeared Celeste C. Grynberg the signor of the above instrument, who duly acknowledged to me that she executed

Janet N. Kerby
Notary Public

My commission expires:

My Commission Expires May 20, 1985

Residing in

JANET N. KERBY, NOTARY PUBLIC
1035 GARFIELD STREET
DENVER, COLORADO 80206

211

CERTIFICATION TO HOLD AN INTEREST IN OVERRIDING ROYALTY ASSIGNMENTS

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's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres 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 filing fee of $10.00 is attached.

B. IT IS HEREBY CERTIFIED That the statements 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] of APR 20 1983, 19

Celeste C. Grynberg, Co-Trustee

Dean G. Smernoff, Co-Trustee

5000 S. Qu[illegible] Suite 500
(Assignee's Address)

Denver, Co[illegible] 80237
(City) (State) (Zip Code)

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

The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-[illegible]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

OIL AND GAS LEASE USA-W-82328
W-70,343

KNOW ALL MEN BY THESE PRESENTS, That Celeste C. Grynberg
5000 S. Quebec, Suite 500
Denver, Co 80237
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg, beneficiary under the "Rachel Susan Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6666⅔
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg, beneficiary under the "Stephen Mark Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6666⅔
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg, beneficiary under the "Miriam Zela Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6667⅓

Whose trust agreements may be found in Denver County, Colorado, Book 2049, Pages 71-96.

Being in all a total of an undivided 5% of 8/8ths of 100% (five percent of eight eighths of 100%) 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:

196565

T 30 N - R 112 W
Sec. 2: Lot 1, SE¼NE¼

RECORDED June 6 1983 8 AM
IN BOOK 68 Ovst PAGE 213
FEES $6.25 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dawn M. McClure

Containing 80.00 acres, more or less.

WITNESS our hands this APR 20 1983 day of ....., 19.....

Witnesses:

.....

.....

Celeste C. Grynberg, Assignor

STATE OF Colorado
} ss.
COUNTY OF Arapahoe

On the APR 20 1983 day of ....., 19....., before me personally appeared Celeste C. Grynberg, the signor..... of the above instrument, who duly acknowledged to me that ...she... executed the same.

JANET N. KERBY NOTARY PUBLIC STATE OF COLORADO

Janet N. Kerby
Notary Public

My commission expires:
My Commission Expires May 20, 1985

Residing in .....
JANET N. KERBY, NOTARY PUBLIC
1033 GARFIELD STREET
DENVER, COLORADO 80206

213

CERTIFICATION TO HOLD AN INTEREST IN
OVERRIDING ROYALTY ASSIGNMENTS

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's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres 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 filing fee of $10.00 is attached.

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

Executed this 20 day of APR 20 1983, 19 .

Celeste C. Grynberg, Co-Trustee

Dean G. Smernoff, Co-Trustee

5000 S. Quebec, Suite 500
(Assignee's Address)

Denver, Colorado 80237
(City) (State) (Zip Code)

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

The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-d

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

OIL AND GAS LEASE USA-W-82344
W-70,344

KNOW ALL MEN BY THESE PRESENTS, That Celeste C. Grynberg
5000 S. Quebec, Suite 500
Denver, Co 80237
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg, beneficiary under the "Rachel Susan Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	[redacted]
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg, beneficiary under the "Stephen Mark Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6666⅔
Celeste C. Grynberg and Dean G. Smernoff as Co- Trustees for Miriam Zela Grynberg, beneficiary under the "Miriam Zela Trust"	5000 S. Quebec, Suite 500 Denver, CO 80237	1.6667⅓

Whose trust agreements may be found in Denver County, Colorado, Book 2049, Pages 71-96.

Being in all a total of an undivided 5% of 8/8ths of 100% (five percent of eight eighths of 100%) 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:

196566

T 34 N - R 113 W
Sec. 18: NW¼SE¼

RECORDED June 6 1983 8:00 AM
IN BOOK 68 Quit PAGE 215
FEES $6.20 Doris Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Donna Mc Elwain

Containing 40.00 acres, more or less.

APR 20 1983

WITNESS our hands this day of , 19

Witnesses:

Celeste C. Grynberg, Assignor

STATE OF Colorado
} ss.
COUNTY OF Arapahoe

APR 20 1983

On the day of , 19 , before me personally appeared Celeste C. Grynberg the signor of the above instrument, who duly acknowledged to me that she executed the same.

JANET N. KERBY NOTARY PUBLIC STATE OF COLORADO

Janet N. Kerby
Notary Public

My commission expires:

My Commission Expires May 20, 1985

Residing in

JANET N. KERBY, NOTARY PUBLIC
1038 GARFIELD STREET
DENVER, COLORADO 80206

215

CERTIFICATION TO HOLD AN INTEREST IN
OVERRIDING ROYALTY ASSIGNMENTS

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's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres 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 filing fee of $10.00 is attached.

B. IT IS HEREBY CERTIFIED That the statements 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] of APR 20 1983, 19 .

Celeste C. Grynberg, Co-Trustee

Dean G. Smernoff, Co-Trustee

5000 S. Quebec, Suite 500
(Assignee's Address)

Denver, Colorado 80237
(City) (State) (Zip Code)

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

The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-6.

ASSIGNMENT OF ROYALTY INTERESTS

THE STATE OF WYOMING)

COUNTY OF SUBLETTE)

EARL B. ERWIN, JR., TRUSTEE, Assignor, for value received and acknowledged sufficient, has ASSIGNED, CONVEYED and SET OVER and by these presents does ASSIGN, CONVEY and SET OVER unto TANGLEBRIAR SECURITY CORPORATION, A TEXAS CORPORATION, assignee, all of Assignor's right, title and interest in and to all royalties and royalty interests, overriding or otherwise, in and to all oil, gas and other minerals in, on and under or that may be produced from those lands in the County of Sublette, State of Wyoming, described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said royalties and royalty interests, subject to all outstanding mineral leases and unit agreements on the said lands, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Assignee, its successors and assigns FOREVER.

EXECUTED this 22nd day of February, 1983

By: Earl B. Erwin Jr., Trustee
EARL B. ERWIN, JR., TRUSTEE

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared EARL B. ERWIN, JR. 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 therein expressed.

GIVEN under my hand and seal of office on this the 22nd day of February, 1983.

196567

Notary Public in and for
the State of Texas
My Commission Expires: 07-29-86

NOTARY PUBLIC STATE OF TEXAS

RECORDED June 6 1983 8:00 A.M.
IN BOOK 68 Oil PAGE 217
FEES $ 7.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

EXHIBIT "A"

		ORR Interest	Net Acres
5-3 Johnson Ridge Prospect-Sublette Co., Wyoming			
5-3-1	USA #W-4980 T-30-N, R-114-W Sec. 4: Lot 1,2,3,4 (N/2 N/2) and S/2	2/3 of 1/2%	483.80
5-3-2	USA #W-0311118 T-30-N, R-114-W Sec. 2: Lots 3, 4 and S/2 NW/4 Sec. 3: Lots 3, 4 and S/2 NW/4	1.00%	323.81
5-3-4	Budd T-30-N, R-114-W Sec. 8: E/2 SE/4 Sec. 9: S/2 SW/4 & SE/4 Sec. 15: S/2 NW/4 Sec. 16: NE/4 NW/4, N/2 NE/4 & SE/4 NE/4	2 2/3%	560
5-3-5	USA #W-0266399-A T-31-N, R-114-W Sec. 27: S/2 NW/4 and SW/4	2/3 of 1.0%	240
5-3-6	USA #W-0310670-A T-31-N, R-114-W Sec. 28: SW/4 SW/4 & S[illegible]/4	2/3 of 1.0%	200
5-3-7	Springman T-30-N, R-114-W Sec. 15: SW/4 Sec. 21: E/2 NE/4 Sec. 22: NW/4, W/2 NE[illegible] SE/4 NE/4 Sec. 23: W/2 NE/4, SE[illegible] NE/4, NW/4, N/2 S/2	2 2/3%	24

ASSIGNMENT OF MINERAL INTERESTS AND ROYALTIES

THE STATE OF WYOMING)

COUNTY OF SUBLETTE)

EARL B. ERWIN, JR., TRUSTEE, herein called "Assignor", for value received and acknowledged sufficient, has ASSIGNED, CONVEYED and SET OVER and by these presents does ASSIGN, CONVEY and SET OVER unto TANGLEBRIAR SECURITY CORPORATION, A TEXAS CORPORATION, herein called "Assignee", all of Assignor's right, title and interest of whatever nature in and to all of the oil, gas and other minerals in, on and under and that may be produced from, and all leases and unit agreements covering, and all royalty interests in, those certain tracts of land in the County of Sublette, State of Wyoming, comprising what is known as the SPRINGMAN CREEK UNIT AREA created by Unit Agreement dated December 30, 1976 promulgated by Beta Exploration, Inc., and others, on file with the United States Geological Survey, Department of the Interior, and of record, the lands in said Unit being in Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming, Assignor's interests being in Tract 4 described in said Unit Agreement.

TO HAVE AND TO HOLD the said minerals, mineral interests and royalties, subject to all outstanding leases, reservations and unit agreements, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Assignee, its successors and assigns FOREVER.

Executed this 22nd day of February, 1983.

By: Earl B. Erwin, Jr. Trustee
EARL B. ERWIN, JR., TRUSTEE

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared EARL B. ERWIN, JR., 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 therein expressed.

GIVEN under my hand and seal of office on this the 22nd day of February, 1983.

166568

Notary Public in and for the State of Texas
My Commission Expires: 07-29-86

RECORDED June 6 1983 8:00 A M
IN BOOK 68 Oil PAGE 219
FEES $11.25 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M. Lewis

219

36 sections

220

RELEASE OF OIL AND GAS LEASE 196578

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated March 1, 1973, executed by U.S.A. W-38505

as Lessor(s), and J. J. Sullivan

as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette State of Wyoming, as assigned in Book 50 at Page 564, only insofar as said lease covers the following described land in said County and State, to-wit:

Township 28 North-Range 111 West, 6th P.M.
Section 4: Lots 1,2,3,4, S½N½, S½

Containing 632.[illegible] acres, more or less.

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 7th day of June, 1983, at 8 o'clock A M., and duly recorded in book 6P Oil Page 220 of the records of this office.

Lois Yake by Dorothy McInnis
County Clerk or Register of Deeds.

When recorded
Return to FARMERS UNION CENTRAL EXCHANGE, INC.
P. O. Box 126, Laurel, Mont. 59044

Executed this 1st day of June, 19 83

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By: J. R. Keating, Assistant Secretary

STATE OF MONTANA
COUNTY OF YELLOWSTONE

On this 1st day of June, A. D. 19 83, before me personally appeared J. R. Keating, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. R. Keating acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

Pauline B. Pearson
Notary Public

PAULINE B. PEARSON
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana

My Commission expires 6-10-85

Form 3106-5
(November 1981)

PARTIAL

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-82343

Lease effective date
February 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.
W-82343-A

PART I

1. Assignee's Name

Belco Petroleum Corporation

Address (*include zip code*)

10,000 Old Katy Road, Suite 100, Houston

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-113-W, 6th Prin Mer.
Sec. 1: SW¼ SW¼
2: Lot 2, S½ NE¼, SE¼
3: S½ N½, S½
4: S½ N½, S½
Containing 1279.95 acres, more or less
all in Sublette County, Wyoming

See Attached for Additional Provisions

196383

SAME LAND DESCRIPTION AS ITEM 2

RECORDED June 7 1983 1:00 P M
IN BOOK 68 Misc PAGE 221
FEES $ 8.00 Lauri J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	[illegible] 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

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

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

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

Executed this 12 day of January, 1983.

James M. Blakemore

James M. Blakemore
(Assignor's Signature)

2100 First National Bank Bldg.
(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 effective MAR 1 1983

By Alma M. Jones
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 1 1983
(Date)

82178

FOR ASSIGNEE

221

222

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56800 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as 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 [redacted] under said lease, to condition all wells for proper abandonment, to restore [redacted] 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 25th day of January , 19 83 .

John B. Dunnewald
(Assignee's Signature)

John B. Dunnewald, Attorney-in-Fact

BELCO PETROLEUM CORPORATION

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

Lakewood, Colorado [redacted]
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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. [redacted] submit, at the time assignment is filed, a signed statement [redacted] after the

State of Texas
SS
County of Midland [redacted]

The foregoing instrument was acknowledged before me by James M. Blakemore.,

....., this 11 day

May , 1983.

Witness my hand and official seal.

DARLYN A. CROSS-Notary Public
In and for the State of Texas
My Commission Expires August 28, 1984

Darlyn A. Cross
Title of officer

My Commission Expires: 8-28-84

[redacted] 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.

Bureau of Land Management collects 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.

[redacted] [redacted] [redacted]

EXHIBIT "A"
TO ASSIGNMENT AFFECTING RECORD TITLE
FROM: James M. Blakemore TO: Belco Petroleum Corporation

Assignor hereby excepts and reserves an overriding royalty equal to 6% of the market value at the wells, as produced, of all of the oil and gas which may be produced, save and marketed from the above described land under the terms of said lease or any extension or renewals thereof. All payments made on account of said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States under the terms of said lease are computed and paid and Assignor shall be responsible for Assignor's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. Said overriding royalty shall be the total overriding royalty for which Assignee shall be obligated and shall include all [redacted] obligations payable out of production, if any, heretofore created and payable out of production of oil and gas from said land, excepting royalty payable to the United States. No change in the ownership of said overrriding royalty or any interest therein shall be binding upon Assignee until Assignee shall have been furnished with either the original, a certified copy or an acceptable photostatic copy of the recorded insutrument or instruments effecting such change in ownership. To the extent applicable, Assignor agrees to the suspensinon and limitation provisions of 43CFR 3103.3-6. Said overriding royalty shall be free and clear of all costs of development and operation as well as all costs of transportation, treating, processing, gathering and compressing.

Assignee agrees to drill or cause to be drilled a well in search of hydrocarbons at a location of Assignee's choice on the said lease or on lands pooled with the said lease within one year from February 1, 1983. Assignee agrees to drill, test and complete said well as a producer of oil and/or gas, or plug and abandon as a dry hole all at Assignee's sole cost, risk and expense. Should Assignee fail to drill or cause to be drilled the aforementioned test well, Assignee shall reassign all of its Right, Title and interest in the contract Acreage to Assignor free and clear of any encumbrances.

The terms and provisions of this Exhibit shall be deemed covenants running with the land and shall be binding and inure to the benefit of the parties hereto their respective heirs, legal representatives, successors and assigns.

ASSIGNOR

James M. Blakemore

ACCEPTED:

By John B. Dunnewald
John B. Dunnewald
Attorney-in-Fact of
BELCO PETROLEUM CORPORATION

NOTICE

When making rental payments, or writing regarding this lease, PLEASE refer to the correct serial number: W-82343-A

224

PO-84-T (3-63) 1500

LAND FILE W-6967a

RELEASE -- WYOMING

STATE OF COLORADO
CITY AND
COUNTY OF DENVER

KNOW ALL MEN BY THESE PRESENTS: That the TEXACO Inc., a corporation of Delaware, does hereby release, remise and relinquish and forever quitclaims any and all rights, titles and interests whatsoever now held or claimed by it under the following oil and gas lease:

Dated the 12th day of March, 1976 executed by
Boroff Land & Livestock, Inc.

as Lessor, to Texaco Inc. , as Lessee, recorded in Volume 52 O&G on Page 568 Records of Sublette County, State of Wyoming.

Twp. 34 North, Rge. 111 West

Sec. 8: NE4SE4, S2SE4; Sec 9: SE4NE4,S2;
Sec 10: S2SW4; Sec 15: NW4NW4; Sec 17: NE4, E2NW4

Containing 840.00 acres, more or less

Executed at Denver, Colorado, on this 20th day of May, 19 83.

TEXACO Inc.

BY K. L. Morgan
Agent and Attorney in Fact

STATE OF COLORADO,
CITY AND
COUNTY OF DENVER } ss.

(WYOMING ACKNOWLEDGMENT)

On this 20th day of May, 1983, before me appeared K. L. Morgan, to me personally known, who being by me duly sworn did say that he is the Agent and Attorney in Fact of The TEXACO Inc., a Delaware Corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said K. L. Morgan acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 20th day of May, 1983.

My commission expires on the 23rd day of August, 1983.

Margaret B. Smith
Notary Public within and for the City and County of Denver, State of Colorado.
Resides at DENVER, COLORADO

196831

RECORDED 83 Book
AT 68 Page 224
AND Filed for Record
SUBLETTE COUNTY, PINEDALE, WYOMING

APPROVED AS TO DESCRIPTION & DATE
May 5-13-83

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~xx~~ W. A. Moncrief, Moncrief Building, Ninth & Commerce, Fort Worth, Texas 76102, assignor being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 82-0021, and covering land situate in Sublette County, Counties, described as follows:

Township 28 North, Range 109 West
Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of TEN Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto W. A. Moncrief, Jr., Moncrief Building, Ninth & Commerce, of Fort Worth, Texas 76102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

196665

Township 28 North, Range 109 West
Section 36: All

RECORDED June 13 1983 10:22 AM
IN BOOK 68 Oil PAGE 225
FEES 4.00 Lois M. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 640.00 acres, more or less, reserving, however, ~~to assignor~~ an overriding royalty of 7.5% previously reserved

TO HAVE AND TO HOLD unto the said W. A. Moncrief, Jr., his, ~~xxx~~ 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 20th day of April, 1983

WITNESS:

W. A. Moncrief
Assignor-Lessee

~~Box~~

~~Attest~~

(SEAL)

~~Secretary~~

ACKNOWLEDGEMENT (For use by Individual)

State of TEXAS }
County of TARRANT } ss.

On this 20th day of April, A. D. 19 83, before me personally appeared W. A. Moncrief 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 20th day of April, A. D. 19 83.

(SEAL)

Notary Public

My Commission expires: 11/30/84

ACKNOWLEDGEMENT (For use by Corporation)

State of }
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

For the carrying out of the terms of the assignment the lease, and without the State assuming any responsibility not operate as any change or modification of any of the terms and conditions for the payment of any overriding royalty, and further, that approval shall Assignment approved by Board of Commissioners: April 26, 1983 without binding the State

Assignment recorded in the Office of the Commissioner of Public Lands: April 26, 1983

The fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a sp... form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy ... retained for the office record.

PRAIRIE PUB. CO.—FORM ...
(REV. 1-66)

225

226

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE 77-329

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Locke Jacobs
P. O. Box 459, Caldwell, Idaho 83605

....., 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
A. G. Andrikopoulos	P. O. Box 788 Cheyenne, WY 82003	1¼% of 100%

RECORDED June 13 1983 10:22 AM
IN BOOK 68 of T PAGE 226
FEES $ 7.00 COUNTY CLERK
SCOTTS BLUFF COUNTY CLERK

Being in all a total of One and One-Fourth Percent of Hundred Percent undivided overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands situated in Scotts Bluff County, State of Wyoming, described as follows, to-wit, and in the designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 23 North, Range 107 West, 6th P.M.
Section SW¼SW¼
Section SW¼SW¼
Section E½

containing 360.00 acres, more or less.

WITNESS our hand this 31st day of May, 1983

Witnesses:

Locke Jacobs

STATE OF Idaho)
COUNTY OF Canyon)

On the 31st day of May, 19 83, before me personally appeared Locke Jacobs the signer of the above instrument, who duly acknowledged to me that he executed the same.

Mildred M. Brown
Notary Public

My commission expires:

Residing in Nampa, Idaho

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE 77-329

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Locke Jacobs
P. O. Box 459, Caldwell, Idaho 83605

, 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
F. L. Shogrin	P.O. Box 5752 TA Denver, CO 80217	1¼% of 100%

196877

RECORDED June 13 1983 10:00 A.M.
IN BOOK 68 Misc PAGE 227
FEES $4.00 Sharon Blake COUNTY CLERK
SUBLETTE COUNTY CLERK

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

Township 27 North, Range 107 West, 6th P.M.
Section 8: SW¼SW¼
Section 16: E½

Containing 360.00 acres, more or less.

WITNESS our hands this 10th day of May, 1983.

Witnesses:

Locke Jacobs

STATE OF Idaho }
COUNTY OF Canyon } ss.

On the 10th day of May, 1983, before me personally appeared Locke Jacobs the signor of the above instrument, who duly acknowledged to me that he executed the same.

Mildred M. Brown
Notary Public

My commission expires:
October 1, 1983

Residing in Nampa, Idaho

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OIL AND GAS LEASE

CASPER QWIK COPY CENTER
200 N. Wolcott
Phone: 265-3574

AGREEMENT, Made and entered into this 8th day of June, 19 83 by and between Beulah W. Scully and John E. Scully, wife and husband, 1728 South Jefferson, Casper, Wyoming 82601 P.O. Box 2875 of Newcastle, Wyoming 82701, hereinafter called lessor (whether one or more) and Thomas F. Stroock of , hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and more (($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products and the exclusive right to inject gas, water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

#96668

Township 29 North, Range 111 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: Lot 7
Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1,2,3,4,5,6,7,8

SEE ATTACHED RIDER FOR OPTION TO RENEW

RECORDED June 8 1983 12:52 PM
IN BOOK 228 PAGE 228
FEE $ 5.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

of Section . . . . . Township . . . . .

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of these is produced from said leased premises or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations on said premises, this lease shall continue in force so long as drilling operations are being continuously prosecuted on said premises.

In consideration of the premises said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty, the average price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or into storage.

2nd. That lessee shall pay lessor as royalty one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay fifty ($50.00) dollars per annum royalty from each such well, and while such royalty paid such well shall be held to be a producing well. The lessor is to have gas free of charge for any gas used in 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 lessee's sole risk and expense.

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

If no well be commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Wyoming National Bank of Casper, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Forty-seven and 48/100 - 11/10/84 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 twelve months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted for the date above mentioned and that said rental is payable as aforesaid, but also the option of extending that period as aforesaid, and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of twelve months after the expiration of the last rental period for which rental has been paid shall commence the operation of rentals in the same amount and in the same manner as hereinbefore provided, that the last preceding paragraph shall govern the payment of rentals and the effect of the commencement of a well thereunder. And it is agreed that no interruption in the rental payments.

Lessee may, at any time execute and deliver to lessor or file for record a release or releases of all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine, and the annual delay rental above mentioned shall be reduced proportionately.

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

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

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

When requested by the lessor, lessee shall bury all pipelines 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 lands.

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

If the estate of either party hereto is assigned (and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the heirs, executors, administrators and assigns, their heirs, executors, administrators and assignees; and in the event of an assignment or subletting by the lessee, privilege hereof shall be relieved and discharged from any obligation to the lessor thereafter accruing upon any of the covenants or conditions of the lease, the express or implied, and no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof, and in the event this lease shall be assigned as to a part of said lands and the assignee or assignees, or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the above mentioned rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parcel of said lands upon which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time dispute or adverse claims shall arise as to royalties, lessee may withhold payment thereof unless and until all parties designate, in writing, to lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee may at any time release to lessor the land herein described, and agrees that the lessee shall have the right at any time to pay for lessor, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, the lessee may deduct from any amounts of money which may become due the lessor from the lessee.

This lease is subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

All rentals hereunder shall be paid or tendered to the lessor or to the lessor's credit in the Wyoming National Bank located in same county with first mentioned address, or its successors, lessor or his assigns may deposit rental in said bank to the credit of lessor as last known post office address.

Should any one or more of the parties named above fail to execute this lease, it shall nevertheless be binding upon all who have executed it as lessor. The word "lessor" as used in this lease, whether one or more persons are named as such, means any one or more of the parties named above who execute this lease as lessor. All the provisions of this lease shall inure to the benefit of and be binding upon the respective heirs, devisees, executors, administrators, successors and assigns, whether so expressly stated or not.

Lessee hereby expressly releases and waives all rights under and by virtue of the homestead exemption laws of this State in so far as said rights may in any way affect the purpose for which this lease is made as recited herein.

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

This is a lease dated October 8, 1978 and recorded in Book five (5) 11/10/83 of Deeds. The primary term of said lease will expire November 8, 1983. The parties hereto further extend, amend or modify the present existing lease.

Beulah W. Scully (SEAL)
Beulah W. Scully

(SEAL)

John E. Scully (SEAL)
John E. Scully

(SEAL)

STATE OF WYOMING }
COUNTY OF NATRONA } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of June, 19 83, personally appeared Beulah W. Scully and John E. Scully, wife and husband

and _____

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

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

My Commission Expires [illegible] Notary Public

[illegible] Notary Public
[illegible] County of
[illegible] State of
Natrona Wyoming
My Commission Expires July 3, 1985

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

and _____

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

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

My Commission Expires _____ Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL) Notary Public

My Commission expires: _____

No. _____

FROM

TO

Dated _____

No. Acres _____ County, _____

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

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RIDER

Attached hereto and made a part hereof oil and gas lease dated June 6, 1983 bearing effective date of November 10, 1983, running from Beulah W. Scully and John E. Scully, wife and husband, Lessors, to Thomas F. Stroock, Lessee.

Lessee, his heirs, successors or assigns, is hereby granted the exclusive option to extend the primary term of this lease, subject to all the terms and conditions contained herein, for an additional period of five years, which shall be until November 10, 1993. Lessee may exercise this option by paying the lessor, his successors or assigns, a cash consideration of twenty dollars ($20.00) per net mineral acre, which cash consideration shall be paid and automatically accepted by depositing the proper sum of money in the depository bank named herein, any time before November 10, 1988.

Signed for identification:

Beulah W. Scully

John E. Scully

[redacted] [redacted] F[redacted] 30-31 W[redacted]

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 Assignor (whether one or more) 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 deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
ENERGETICS CAPITAL LIMITED PARTNERSHIP	102 Inverness Terrace East Englewood, Colorado 80112	3.5375%
MM&S PARTNERS	102 Inverness Terrace East Englewood, Colorado 80112	.9812%

being in all a total of an undivided 4.5187%* overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 111 West
Section 31: Lots 3,4, E/2SW/4

containing 160.00 acres, more or less.

*Convertible to 32.4276% working interest after payout of the Federal #30-31 Well.

WITNESS our hands this 11th day of October, 1982.

ATTEST:

BY: _____
Lou Switzer, Assistant Secretary

ENERGETICS, INC., a Colorado corporation

BY: _____
Gene W. Anderson, Vice President-Land

196669

RECORDED June 13 1983 10:20 AM
IN BOOK 68 of Misc PAGE 231
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF COLORADO)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of October, 1982, by Gene W. Anderson as Vice President-Land of Energetics, Inc., a corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

231

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W-62792

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-62791

Lease effective date
May 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

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

Address *(include zip code)*
See Exhibit "A"

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

2. Describe the lands affected by this assignment

Township 28 North, Range 111 West
Section 31: Lots 1,2,3,4, E/2W/2, W/2SE/4

Township 28 North, Range 112 West
Section 25: E/2 of Lot 1, Lots 3,4,6,7, SE/4SW/4, E/2SE/4SW/4, SE/4SW/4 W/2SE/4

Containing 659.12 acres, more or less, Sublette County, Wyoming.

Assignment approved as to lands described below

196677

RECORDED
IN BOOK 68
FEES 8.00
SUBLETTE COUNTY CLERK

19 83 12:20 PM
PAGE 232
Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of assigned record title interest being conveyed to assignee		15.802% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any		84.198% of 8/8ths
5. Specify overriding royalty being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any		7% of 8/8ths

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

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

I CERTIFY That the 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, 19 82.

CERTEX U.S.A., INC., a Colorado corporation

By: [signature]
(Assignee's signature)
Gene W. Anderson, Vice President - Land

102 Inverness Terrace East
(Assignor's Address)

Attest: 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 ____ By: _____
(Authorized Officer)

_____
(Title) (Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation. If other 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 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.

IT IS HEREBY CERTIFIED That the statements 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

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.

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.

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.

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

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

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

NOTICE

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

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

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

ROUTINE USES

(1) The adjudication of the assignee's rights to the land or resources.

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

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

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

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

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE OIL AND GAS LEASE SERIAL NUMBER W-62791, DATED Oct. , 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 consideration, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

Taronic Corp. — an undivided 10.195%
410 Seventeenth Street, Suite 2300
Denver, Colorado 80202

Canadian Cheyenne Petroleum Corp. — an undivided 5.607%
500 Lancaster Building
300 8th Avenue, S.W.
Calgary, Alberta, Canada T2P 1C2

STATE OF COLORADO
COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 6th day of December, 1982, Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-0320213 and W-51103

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Lois Ann Cummings

2949 So. Detroit Way, Denver, Colorado 80210

Assignor (whether one or more), 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 deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
Lois Ann Cummings & Co., a partnership	Suite 288 - 1860 Lincoln St. Denver, Colorado 80295	1 & 3/8%

196671

RECORDED June 13 1983 10:22 AM
IN BOOK 68 Misc PAGE 235
FEES 4.00 Jane D. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK Nancy

Percent

being in all a total of an undivided One and Three-eights 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:

W-0320213
T. 28 N., R. 114 W., 6th P.M.
Sec. 20: Lots 1-20;
Sec. 29: Lots 3-8, 13, 14, 15.
Containing 1008.39 acres, M/L.

W-51103
T. 28 N., R. 114 W., 6th P.M.
Sec. 17: Lots 1, 2, 3, 5-20.
Containing 693.05, M/L.

Containing 1701.44 acres, more or less.

WITNESS our hands this 1st day of June, 1983.

Lois Ann Cummings

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of June, 1983, by Lois Ann Cummings.
Witness my hand and official seal.

Notary Public

My commission expires 8-4-86

STATE OF)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of , 19, by as of , a corporation, on behalf of said corporation.
Witness my hand and official seal.

Norary Public

My commission expires

436

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Royalty Participation Plan of Energetics, Inc., 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign, and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") all of Assignor's right, title and interest in, to and under the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 5th day of May, 19 83, to be effective as of the first day of December, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC.

By: _____
J. Thomas Reagan, Trustee

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. Thomas Reagan, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Royalty Participation Plan of Energetics, Inc., and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of May, 1983.

MY COMMISSION EXPIRES:

_____
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

196672

Filed for record the 13 day of May 1983 at 2:36 o'clock PM
in BOOK 163 of PAGE
FEES $ 6.00 SUBLETTE COUNTY CLERK

Federal #10-19, #10-30, #40-30
(WY-216)

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 5th day of May, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA W-58724	John P. Cuccia	5/1/77	Township 27 North, Range 111 West Section 19: Lots 1, 2, 3, 4, SW/4NE/4 E/2W/2, W/2SE/4 Section 30: Lots 1, 2, 3, E/2, E/2W/2 Containing 973.53 acres, more or less	54	470
10542	USA W-62875	Energetics, Inc.	4/1/78	Township 27 North, Range 111 West Section 30: Lot 4 Containing 31.43 acres more or less	58	319

238

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Royalty Participation Plan of Energetics, Inc., a/k/a Employees Royalty Pool, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign, and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") all of Assignor's right, title and interest in, to and under the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 9th day of May, 19 83, to be effective as of the first day of December, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC.
a/k/a EMPLOYEES ROYALTY POOL

By: J. Thomas Reagan
J. Thomas Reagan, Trustee

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. Thomas Reagan, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Royalty Participation Plan of Energetics, Inc., a/k/a Employees Royalty Pool, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of May, 19 83.

MY COMMISSION EXPIRES:

Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

198673

RECORDED June 13 1983 10:00 AM
IN BOOK 68 of Misc PAGE 238
FEES $5.25 Jack D. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, Inc., a/k/a Employees Royalty Pool, as Assignor, and Energetics Royalty Corporation as Assignee, dated this 9th day of May, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12445	USA W 65390	Energetics, Inc.	12/1/78	Township 27 North, Range 111 West Sec. 11: NE¼, N½SE¼ Sec. 12: NW¼SW¼	Not available	
11100	USA W 35399	John I. Weston	7/1/72	Township 27 North, Range 111 West Sec. 15: N½	Not available	
11101	USA W 41388	Adele B. Isaacs	10/1/73	Township 27 North, Range 111 West Sec. 12: SW¼SW¼	Not available	
[illegible]099	USA W 55992	Mary Lansdale	10/1/76	Township 27 North, Range 111 West Sec. 12: N½, E½SW¼, SE¼	Not available	
12631	USA W 40980	Barlow & Haun, Inc.	9/1/73	Township 27 North, Range 111 West Sec. 13: N½ Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 well in Section 15, T27N-R111W, 6th P.M.	Not available	
11102	USA W 54136	Sam V. Morse	4/1/76	Township 27 North, Range 111 West Sec. 14: All Sec. 15: S½ Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 well in Section 15, T27N-R111W, 6th P.M.	Not available	

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, Inc., a/k/a Employees Royalty Pool, as Assignor, and Energetics Royalty Corporation as Assignee, dated this 9th day of May, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12630	U.S.A. W-53093	Francis Clyde Null	1/1/76	Township 27 North, Range 111 West Sec. 10: All Limited to a depth of the stratigraphic equivalent of 11,694', penetrated by the Federal 30-15 well located on Sec. 15: T27N-R111W, Sublette Co., Wyoming	Not available	

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Royalty Participation Plan of Energetics, Inc., 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign, and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") all of Assignor's right, title and interest in, to and under the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 12th day of May, 19 83, to be effective as of the first day of December, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC.

By: _____
J. Thomas Reagan, Trustee

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. Thomas Reagan, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Royalty Participation Plan of Energetics, Inc., and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 19__.

MY COMMISSION EXPIRES:

_____

_____
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

Federal #10-29
Federal #20-29
Federal #40-29
Federal #40-32
Federal #10-5
Federal #10-8

Federal #10-17
Federal #30-17
Federal #40-6
Federal #40-7
Federal #20-17
Federal #30-8
Federal #10-20

196674

RECORDED June 13 1983 10:54 AM
IN BOOK 68 PAGE 341
FEES $ SUBLETTE COUNTY CLERK

341

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, Inc., as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 12th day of May, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11106 (WY-265) (WY-266)	USA W-62508	R. L. Billings	11/1/78	Township 27 North, Range 111 West Section 29: W/2NE/4, SE/4NE/4, W/2, SE/4	57 O&G	187
11107 (WY-265)	USA W-34033	Robert W. David	5/1/72	Township 27 North, Range 111 West Section 29: NE/4NE/4	57 O&G	280
11108 (WY-267)	USA W-63821	James N. Turlington	7/1/78	Township 27 North, Range 111, West, 6th P.M. Section 32: Lots 3, 4, NE/4, N/2SE/4	57 O&G	
11109 (WY-293)	USA W-68117	Ole M. Hanson	7/1/79	Township 27 North, Range 111 West Section 8: S/2SW/4 Section 17: W/2 Section 20: NW/4, NW/4SW/4, S/2SW/4, SE/4	59 O&G	7
11170 (WY-293)	USA W-59776	Dorothy Langley	9/1/77	Township 27 North, Range 111 West Section 20: NE/4SW/4	64 O&G	278
12319 (WY-268)	USA W-51347	Ada Wood	8/1/75	Township 27 North, Range 111 West Section 5: W/2 Section 6: S/2NE/4, SE/4 Section 7: NE/4 Section 8: NW/4, N/2SW/4	61 O&G	447

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, Inc., as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 12th day of May, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12320 (WY-268)	W-35398	Helen M. Donaldson	7/1/72	Township 27 North, Range 111 West Section 8: SW/4SE/4 Section 17: NE/4 Limited in depth from surface to a depth of the second bench of the second Frontier, or a total depth of 11,391' as reached in the #10-5 Federal Well drilled in the NW/4 Section 5, T27N, R111W.	63 O&G	605
10993 (WY-268)	USA W-67808	Houston G. Williams	6/1/79	Township 27 North, Range 111 West Section 6: N/2NE/4 Section 7: SE/4 Section 18: E/2E/2 Section 19: E/2E/2	62 O&G	46

344

69268-1

GPO 576-710

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-48840

Lease effective date
February 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

Amoco Production Company

Address *(include zip code)*
1670 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

T. 32 North, R. 113 West 6th Prin Mer
Sec. 31: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$

321.40 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

198675

RECORDED June 13 1983 11:3 AM
IN BOOK 68 PAGE 244
FEES 6.00 Lois L Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

SEE REASSIGNMENT ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (Six and one/quarter percent)	$6\frac{1}{4}$%
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 3rd day of February, 1983.

Nola Grace Ptasynski
(Assignor's Signature)
Nola Grace Ptasynski

P.O. Box 43
(Assignor's Address)

Casper, WY 82602
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

APR 01 1983

[redacted] [redacted] [redacted]

[redacted] W [redacted] N G [redacted]

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 Cleared Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 21st day of March, 1983.

WITNESS my hand and official seal.

NOTARY PUBLIC

My commission expires:
My Commission Expires March 17, 1985

Lola E. Raffel
Notary Public

Amoco Building
Denver, Colorado 80202

C. IT IS HEREBY CERTIFIED That the statements 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 March, 1983.

AMOCO PRODUCTION COMPANY

Cleared Neely
(Assignee's Signature)
Its Attorney-in-Fact

1670 Broadway
(Assignee's Address)

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

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

INSTRUCTIONS

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.

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least 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 prior to the Anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

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 3[illegible]3(c)). The Bureau of Land Management uses the information to create a record of lease assignments and to determine the qualifications of

3145

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~I~~ we, ENERGY RESERVES GROUP, INC.
P.O. Box 1407, Denver, Colorado 80201, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number [illegible],
and covering land situate in Sublette County, Counties, described as follows:

Township 28 North, Range 113 West
Section 36: E½SW¼, N½, SE¼
From the surface to the base of the Mesaverde Formation only

and containing 560.00 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 BELCO PETROLEUM CORPORATION, 10,000 Old Katy Road
of Houston, Texas 77055, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following de

Same as lands described

DEC June 1st 1983 3:00 PM
Book [illegible] PAGE 246
FEE $ [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
Donald W. Watson

and containing 560.00 acres, more or less, reserving, however, unto assignor NONE

TO HAVE AND TO HOLD unto the said BELCO PETROLEUM CORPORATION, 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 15th day of December, 1982

WITNESS:

ENERGY RESERVES GROUP, INC.
Assignor-Lessee

By Bernard A. Wirth
Bernard A. Wirth, Attorney-in-Fact

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Texas
County of Harris } ss.

On this 15 day of December, A. D. 1982, before me personally appeared Bernard A. Wirth 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 15 day of December, A. D. 1982

(SEAL)

Rebecca St. Yarbrough
Notary Public

My Commission expires: 5-31-85

ACKNOWLEDGEMENT (For use by Corporation)

State of ~~COLORADO~~ Texas
County of ~~DENVER~~ Harris } ss.

On this 15th day of December, A. D. 1982, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Energy Reserves Group, Inc.
~~and that the seal affixed to said instrument is the corporate seal of said corporation~~ and that said instrument was signed ~~and~~ sealed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of December, A. D. 1982.

(SEAL)

Rebecca St. Yarbrough
Notary Public

My ~~Commission~~ expires: ~~March 20~~ 1985 5-31-85

~~Lee E. Potter~~ 10,000 Old Katy Rd
~~P.O. Box 1407, Denver, Colorado 80201~~
Houston, TX 77055

~~Assistant Attorney General~~ Filed in the lease file
~~Commissioner of Public Lands~~ Filed: Jan. 7, 1983

(Fee for recording this form of [illegible] and signed to Commissioner of Public Lands is $20.00. If other terms are desired incorporated in the [illegible]

6-4904 [redacted] 04057

Form 3106 - 5
(October 1982)

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: August 31 1985

Lease Serial No.
W-46568

Lease effective date
August 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Four-Ten Exploration

Address (include zip code)
410 Seventeenth Street
Suite 1710
Denver, Colorado 80202

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 30 N., R. 112 W., 6th P.M. Sec. 20: W/2 NE/4, SE/4 NW/4, NE/4 SW/4, W/2 SE/4 Containing 240.00 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

This Assignment is subject to that Sixty (60) Day Reassignment Provision included in that Oil and Gas Lease Assignment dated November 7, 1974 between Cities Service Oil Company and A. G. Andrikopoulos, recorded April 7, 1975, Book 51 Oil & Gas, Page 351.

196734

RECORDED June 17 1983 at 11:00 A.M.
BOOK 68 Oil PAGE 247
FEES $6.00 Laing Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

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	8.5%
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this 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 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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, 19 83.

Cities Service Company

(Assignor's Signature)

DEAN ATHENS, ATTORNEY-IN-FACT FOR CITIES SERVICE COMPANY

P. O. Box 300
(Assignor's Address)

Tulsa, Oklahoma 74102
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 01 1983

By Gloma M. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 09 1983
(Date)

FOR ASSIGNEE

247

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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 25th day of MAY , 19 83 .

FOUR-TEN EXPLORATION BY JOHN W. BUFFINGTON, INC., PARTNER

(Assignee's Signature)

BY: John W. Buffington
John W. Buffington, President

410 SEVENTEENTH STREET, SUITE 1710
(Assignee's Address)

DENVER, COLORADO 80202
(City) (State) (Zip Code)

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

INSTRUCTIONS

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 28th day of April, 19 83, by Dean Athens, as Attorney-in-Fact, for CITIES SERVICE COMPANY.

Witness my hand and official seal.

My Commission Expires:

September 22, 1985

Karen Ann Wells
Notary Public

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

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4) 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 Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

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.

GPO 837 - 859

OR 1

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Dennis J. Malmquist, assignor, of P.O. Box 9, Billings, Montana 59103 for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to him in hand paid by Rush B. Locke of P. O. Box 686, Casper, Wyoming 82602 hereinafter designated assignee, receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee his heirs, successors and assigns, all of his right, title and interest in, of and to half of One Per-cent of 100% (.50%) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming To-wit:

Township 30 North, Range 108 West, 6th P. M.
Section 16: S½
Section 36: ALL

This assignment of Overriding Royalty is subject to the terms and conditions contained in that certain oil and gas lease from the State of Wyoming and bearing Serial Number 82-0019 (Effective date of Lease January 2, 1982)

196735

RECORDED June 17 1983 8:00 A.M.
IN BOOK 68 Oil PAGE 249
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

and embracing 960.00 acres, more or less, according to the survey thereof.

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

TO HAVE AND TO HOLD said royalty interest unto said assignee, heirs, successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee, his successors or assigns, in the pipe line or pipe lines serving said premises or into tanks erected for the purpose of storing said products, together with the rights, privileges and benefits derived therefrom. Assignor covenant and agrees that he has lawful right to sell and convey said royalty, and that he will warrant and defend the title to the same.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers of assignor's own oil and gas, subject to proper accounting and payment to assignee, his successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of February, 19 82.

Signed in presence of

_____ _____ (SEAL)
Dennis J. Malmquist

_____ _____ (SEAL)
Spouse

245

250

STATE OF Montana }
COUNTY OF Yellowstone } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of February, 1982, personally appeared Dennis J. Malmquist

and Kathy L. Malmquist, Husband and Wife

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

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

My Commission Expires 3-14-83

Jane Brewington
Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said intrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

This instrument was filed for record on the

day of , 19 , at o'clock M., and duly recorded in volume Page of the records of this office.

County Clerk.

Deputy.

When recorded return to

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 .158942% to PAUL MESSINGER & CO., a Partnership; and an undivided .346441% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .505383% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5642.....Oil and Gas Lease effective December 1, 1965 from the United States of America, as Lessor to Margaret E. Allen, as Lessee, bearing Serial No. 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: S/2
Section 26: N/2, SW/4, N/2SE/4, SW/4SE/4

AND, an overriding royalty interest of an undivided .220564% to PAUL MESSINGER & CO., a Partnership; and an undivided .283064% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .503628% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

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 No. 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

AND, an overriding royalty interest of an undivided .111114% to PAUL MESSINGER & CO., a Partnership; and an undivided .286113% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .397227% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

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 No. 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 30: Lots 1,2,3,4, E/2, E/2W/2

196736

RECORDED June 17 1983 8:00 A.
IN BOOK 68 D+S PAGE 251
FEES $ 4.50 Lois Yahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

#1 Goldenrod Unit/land/sgh

AND, an overriding royalty interest of an undivided .09086% to PAUL MESSINGER & CO., a Partnership; and an undivided .265859% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .356719% 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 No. 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: S/2

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 No. 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: N/2

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 No. 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: All

AND, an overriding royalty interest of an undivided .137157% to PAUL MESSINGER & CO., a Partnership and an undivided .162156% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .299313% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to wit:

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 No. 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, S/2NE/4
Section 6: SE/4NW/4, E/2SW/4

D-5866-2.....Oil and Gas Lease effective March 1, 1971, from the United States of America, as Lessor to Van B. Haley, as Lessee, bearing Serial No. 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 : E/2, E/2W/2, W/2SW/4

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 No. 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, E/2, E/2W/2
Section 32: W/2NW/4

AND, an overriding royalty interest of an undivided .052188% to PAUL MESSINGER & CO., a Partnership; and an undivided .227187% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .279375% 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 No. 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: NW/4
Section 26: SE/4SE/4

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 No. 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, E/2NW/4, NE/4
Section 20: All
Section 21: S/2

D-5720.....Oil and Gas Lease effective May 1, 1967 from the United States of America, as Lessor to Atlantic Richfield Company, as Lessee, bearing Serial No. 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: N/2
Section 29: N/2

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 No. 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: SW/4

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 No. 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: SE/4

AND, an overriding royalty interest of an undivided .107188% to PAUL MESSINGER & CO., a Partnership; and an undivided .132187% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .239375% 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. Hales, as Lessee, bearing Serial No. 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

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 17 1/2%, 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 6 day of October, 1982.

DAVIS OIL COMPANY, a Partnership

By: [signature]
Mollie T. Weiss, Attorney in Fact

Assignment of Overriding Royalty Interest from Davis Oil Company to
Paul Messinger & Co. and John H. Melby Trust

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

On this 10 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.

x Sue Ly. Hendschel
Notary Public

My Commission Expires: My Commission Expires June 23, 1984

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ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for 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 .1874355% to PAUL MESSINGER & CO., a Partnership; an undivided .2326295% to EDWARD E. LAFAYE, an Individual; and an undivided .212435% to JOHN H. MELBY TRUST, John H. Melby, Trustee; being a total of .6325% 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 No. 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: SE/4SE/4

D-5684.....Oil and Gas Lease effective June 1, 1967 from the United States of America, as Lessor to Erma B. Nolen, as Lessee, bearing Serial No. 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: SW/4, W/2SE/4, NE/4SE/4

D-5700.....Oil and Gas Lease effective May 1, 1967 from the United States of America, as Lessor to Esther Chorney, as Lessee, bearing Serial No. 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, S/2N/2, S/2
Section 4: Lots 1,2,3,4, S/2N/2

D-5868-1.....Oil and Gas Lease effective May 1, 1967 from the United States of America, as Lessor to Esther Chorney, as Lessee, bearing Serial No. 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

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.

#1 Goldenrod Unit/land/sgh

196737

RECORDED June 17 1983 8:00 P M.
IN BOOK 68 Oil PAGE 256
FEES $6.50 Lenny Yahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 17 1/2%, 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 7 day of December 1982.

DAVIS OIL COMPANY, a Partnership

By: [signature]
Mollie T. Weiss, Attorney in Fact

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

On this 7 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 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.

x [signature]
Notary Public

My Commission Expires: My Commission Expires June 23, 1984

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 JOHN H. MELBY TRUST, John H. Melby, Trustee, an overriding royalty interest of an undivided .046876% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5658-2.....Oil and Gas Lease effective October 1, 1966 from the United States of America, as Lessor to Abko, Inc., as Lessee, bearing Serial No. W-73789 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 7: Lots 1,2,3,4, E/2, E/2W/2

AND, an overriding royalty interest of an undivided .000988% to JOHN H. MELBY TRUST, John H. Melby, Trustee, of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas lease, to wit:

D-5697-2.....Oil and Gas Lease effective May 1, 1967 from the United States of America, as Lessor to Esther Chorney, as Lessee, bearing Serial No. W-73776 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 1: NE/4SE/4

Said Overriding Royalty Interests 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 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 17 1/2%, 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.

196738

June 17 1983 at 2:22 PM
BOOK 68 Oil & G PAGE 258
Lou Ann Yde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 27 day of August, 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 27 day of August, 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.

x Sue M. Henschel
Notary Public

My Commission Expires:

My Commission Expires June 23, 1984

260

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No. W-20525

Lease effective date 5-1-67

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

PART I

1. Assignee's Name: W. A. MONCRIEF

Address (*include zip code*): MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

*51.90625% down to 16,986 ft.
44.25% below 16,986 ft.

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)

Township 27 North, Range 109 West
Section 3: Lots 1,2,3,4, S/2 N/2, N/2 S/2, S/2 SW/4 SW/4 SE/4
Section 4: Lots 1,2,3,4, S/2 N/2, S/2

Containing 1,243.28 acres, more or less
Sublette County, Wyoming

196765

RECORDED June 20 1983 8:00 A.M.
IN BOOK 6 Deed PAGE 260
FEES $6.00 Jane J. Yake COUNTY CLERK
SUBL COUNTY, PINEDALE, WYOMING
Dorothy McGinnis

3. Specify interest or percent of operating rights being conveyed to assignee		20.25%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 ft. Below 16,986 ft.	31.65625% 24.0%
5. Specify overriding royalty interest being reserved by assignor		NONE
6. Specify overriding royalty previously reserved or conveyed, if any		8.3%

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 herein and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 1st day of September, 1982.
WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President
500 National Foundation West Building
3555 N. W. 58th Street
(Assignor's Address)

ATTEST:
Leroy Ussery, Secretary
Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 01 1982

By [signature]
(Authorized Officer)

Chief, Oil &
Gas Section

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 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 disturbed lands upon 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 15th day of November, 19 82.

W. A. Moncrief
(Assignee's Signature)
W. A. Moncrief

Moncrief Bldg. Ninth & Commerce
(Assignee's Address)

Fort Worth, Tx. 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp 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

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

262

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No. W-20525

Lease effective date 5-1-67

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

INITIAL
dp
ccw

PART I

1. Assignee's Name: W. A. MONCRIEF

*52.5781255%
*~~44.25%~~ down to 16,986 ft.
43.5937505% below 16,986 ft.

Address (include zip code): MONCRIEF BUILDING
Ninth at Commerce
Fort Worth, Texas 76102

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)

Township 27 North, Range 109 West
Section 5: Lots 1,2,3,4, S/2 N/2, NE/4 SE/4

Containing 362.52 acres, more or less
Sublette County, Wyoming

196767

June 20 1983 8:00 AM
IN BOOK 68 Oil PAGE 262
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

3. Specify interest or percent of operating rights being conveyed to assignee		21.79687525%
4. Specify interest or percent of operating rights being retained by assignor	Down to 16,986 ft. Below 16,986 ft.	30.78125025% 21.79687525%
5. Specify overriding royalty interest being reserved by assignor		NONE
6. Specify overriding royalty previously reserved or conveyed, if any		12.5%

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 1st day of September 82 .
WOODS PETROLEUM CORPORATION

Larry L. Miles (Assignor's Signature) Vice President
ATTEST:

Leroy Ussery, Secretary

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

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 01 1983

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section

[redacted] [redacted] [redacted]

P.

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 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 16th day of November, 19 82.

W. A. Moncrief
(Assignee's Signature)

W. A. Moncrief

Moncrief Bldg., Ninth & Commerce
(Assignee's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA **ss.**

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of September, 19 82, personally appeared Larry L. Miles, to me know to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged tp me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

Mike Pruitt
Mike Pruitt, Notary Public

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 839-059

264

ROYALTY ASSIGNMENT

This assignment made and entered into this 6th day of JUNE, 19 83,

by and between PEGGY JEAN LEMOINE, residing at

111 SOUTH NEBRASKA STREET, SHAMROCK TEXAS 79079

herein referred to as assignor, (whether one or more) and SPIRO G. VASSILOPOULOS, residing at

909 RIO VISTA CIRCLE, SOUTHWEST, 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

½ of 1% of 8/8ths (ONE HALF OF ONE PERCENT OF EIGHT EIGHTHS)

of the market value at the wells as provided 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 35 NORTH, RANGE 112 WEST, 6TH PRINCIPAL MERIDIAN

SECTION 5:	LOT 2, SW/4NE/4, W/2SE/4;	SECTION 26:	NE/4NE/4, S/2N/2, S/2
8:	NW/4NE/4, SW/4SE/4;	27:	S/2NE/4, SE/4
12:	E/2NW/4;	34:	N/2NE/4
13:	SE/4SW/4;	35:	E/2, E/2W/2, SW/4NW/4
17:	E/2E/2;		
21:	NW/4NW/4, SE/4NW/4, NW/4SE/4;		
22:	S/2SW/4		
23:	NE/4SE/4, W/2SE/4;		
24:	W/2NW/4		
25:	NE/4, [illegible]4, W/2SE/4;		

*** CONTAINING A TOTAL OF 2679.57 ACRES ***

under the terms of that certain oil and gas lease made and entered into by and between UNITED STATES OF AMERICA as lessor, and PEGGY JEAN LEMOINE, as lessee, bearing No. W-82330 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the UNITED STATES OF AMERICA under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

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

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

Peggy Jean LeMoine
PEGGY JEAN LEMOINE

STATE OF TEXAS
County of WHEELER } ss.

On this 6th day of JUNE, 19 83, before me personally appeared PEGGY JEAN LEMOINE to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

John B. Tooch
Notary Public

My commission expires 2-28-85

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 21st day of Jun, A.D. 19 83 at 2:00 o'clock; P and duly recorded in Book 252 Page 264 of the Misc records,

Commission Expires _____

Lois J. Clark
County Clerk Of said County.

By Dorothy McGuire, Deputy

Rec. No. 196805 Fees, $ 6.25

Return to PETROGRAM SERVICES
701 Carlisle Blvd. N.E.
Albuquerque, N.M.
Telephone [redacted]

Mid-Con[illegible]t Association W. Reassign.

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ASSIGNMENT OF OIL AND GAS LEASE

196836

STATE OF Wyoming)
COUNTY OF Sublette) ss.

This instrument was filed for record on the 24th day of June, 1983, at 1 o'clock P M., and duly recorded in book 48 O&G Page 265 of the records of this office.

Louise Yake by Dorothy McClure
Register of Deeds.

When recorded
Return to

6.50

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, WINONA OIL COMPANY

1700 Broadway - #1219, Denver, CO 80290

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto James L. Walker

3325 Anaconda Tower 555 17th Street, Denver, CO 80202

(hereinafter called Assignee), Fifty Percent (50%) interest in and to the oil and gas lease dated October 6, 1981, from Brandt M. Jensen and Josephine B. Jensen (husband & wife) Boulder, WY 82923, Lessor, to Winona Oil Company, 1700 Broadway - #1219, Denver, CO 80290, Lessee, recorded in book 48 C&G, page 576, insofar as said lease covers the following described land in Sublette County, State of Wyoming

T.30 N., R.105 W., 6th p.m.

Sec. 7: Lots 3 and 4, E½SW¼

T.31 N., R.105 W., 6th p.m.

Sec. 20: S½SE¼
Sec. 21: SW¼SW¼
Sec. 28: S½N½
Sec. 29: W½E½, SE¼NE¼
Sec. 31: S½NE¼, SE¼NW¼
Sec. 32: NW¼, W½NE¼

of Section XXX, Township XXX, Range XXX, and containing 991.26 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

Reserving however, unto the Assignors herein an overriding royalty of None -0-

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least XXXXXXXXXXXXX days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have XXXXXXXXXXXXX days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

EXECUTED, This 8 day of June, 1983, without warranties of any kind.

WINONA OIL COMPANY (Seal)

James O. Breene, Jr. - President

ATTEST: Marci Haddis
Secretary-Treasurer

265

266

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

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

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

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

and .....

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

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

My Commission Expires .....

Notary Public.

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

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

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

and .....

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

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

My Commission Expires .....

Notary Public.

State of COLORADO
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 8th day of June, A. D. 1983, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of June, A. D. 1983

(SEAL)

Lori Kunkel
Residing at 90 Corona St. Notary Public
Denver, Colorado 80218

My Commission expires October 14, 1984

No .....

FROM .....

TO .....

Dated .....

No. Acres .....

County .....

Term .....

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

..... County Clerk.

By ..... Deputy.

When recorded return to

[redacted] [redacted] [redacted] RM 153

TATLOCK'S

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned James L. Walker
3325 Anaconda Tower, 555 17th Street, Denver, Colorado 80202
(hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto
Teresa A. Walker, 754 South Oneida Way, Denver, Colorado 80224
Karen L. Walker, 754 South Oneida Way, Denver, Colorado 80224
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 five percent of one hundred percent (5% 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:

196837

Township 30 North, Range 105 West, 6th P.M.
Section 7: Lots 3 and 4, E½SW¼

Township 31 North, Range 105 West, 6th P.M.
Section 20: S½SE¼
Section 21: SW¼SW¼
Section 28: S½N½
Section 29: W½E½, SE¼NE¼
Section 31: S½NE¼, SE¼NW¼
Section 32: NW¼, W½NE¼

Containing 991.26 acres, more or less
Sublette County, Wyoming

RECORDED June 24 1983 1:00 P M
IN BOOK 68 O & G PAGE 267
FEES 4.50 Lavina York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McInnis

In the event Assignor owns less than a full undivided interest in this Oil and Gas Lease, the interest assigned herein shall be proportionally reduced. It is the intent of this assignment to convey a net 2-1/2% of 100% overriding royalty interest.

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 22nd day of June, 1983.

James L. Walker

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1983, by James L. Walker.
Witness my hand and notarial seal.
My commission expires October 14, 1984

Notary Public
Residing at 90 Corona Street
Denver, Colorado 80218

268

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)

Rex L. Randolph
P. O. Box 571
Casper, Wyoming 82602

Name
Street
City
State
Zip Code

W-84489
(Serial Number)

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

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

T. 27 N., R. 115 W., 6th Prin Mer
Sec 7: Lots 6, 9, 10
30: SE¼SW¼, SE¼
31: NE¼, E½NW¼,
NE¼SW¼, N½SE¼

196843

RECORDED June 27 1983 8:00 AM
IN BOOK 68 Misc PAGE 265
FEES 14.00 Lois Mae COUNTY CLERK
SUBLETTE COUNTY CLERK

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

Containing a total of	653.81 acres	Annual Rental	$654.00

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 _____
(Offeror/Lessee Signature)

By Glenna M. Bane
(Signature of Signing Officer)

_____
(Title)

Chief, Oil & Gas Section
(Title)

_____
(Atty-in-fact or Agent's Signature)

MAY 24 1983
(Date)

_____
(Date Signed)

Effective date of lease: JUN 1 1983

[redacted] [redacted] [redacted]

LEA[redacted] TERMS

Sec. 1. [redacted] The lessee is granted the exclusive right and privilege to [illegible] 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 plan, cooperative or communitization agreement hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000 upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, on any of the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the 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.

Rentals (a) and (b) (i) are waived for any lease year beginning after discovery and prior to the start of production.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands, and a report with respect to stockholders, investments, depreciation costs, [illegible]

[illegible] to keep a daily drilling record, a log, and [illegible] well survey and tests in form acceptable [illegible] of all wells drilled on the leased lands, and an abstract of all subsurface investigations affecting said [illegible] 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:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

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

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

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

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

District Manager (Address, incl. zip code)

District Manager
Bureau of Land Management
P. O. Box 119
Worland, WY 82401

Management Agency (name)

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 District Manager in consultation with apropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the District Manager 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 Manager, 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 Bureau of Land Management 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 Manager 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.

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an addi[illegible]l term specifying the rights and obligations of an o[illegible]ued subsequent to that Act. This term merely [illegible]he impact of passage of that Act has done to [illegible]and gas lease issued [illegible]n or after November 16, [illegible]reduce the expense and de[illegible] involved in the execution [illegible]his additional term in the standard lease we have included the clause and are hereby notifying you of its in[illegible]lusion 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), 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."

[illegible] 2-1-82
Date

[illegible]
Signature

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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 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), 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."

Date

Signature

CULTURAL RESOURCES STIPULATION

The Federal surface management agency is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any suface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the authorized officer of the surface management agency or BLM as appropriate, shall:

1. Contact 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

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 Bureau of Land Management or the authorized officer of the Federal surface management agency 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 Bureau of Land Management.

Date April 21, 1983 Signature

No drilling or storage facilities will be allowed within 500 feet of any Live Water. This distance may be modified when specifically approved in writing by the District Manager, Bureau of Land Management.

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Manager, Bureau of Land Management.

In order to minimize watershed damage, exploration, drilling, and other development activity will be allowed only during the period from May 15 to March 31. 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 Manager, Bureau of Land Management.

In order to protect important seasonal wildlife, 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 Manager, Bureau of Land Management.

Date April 24, 1983 Signature

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-29920

Lease effective date
August 1, 1971

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

PART I

1. Assignee's Name

Celeron Oil & Gas Company

Address *(include zip code)*

7800 E. Union Ave., Suite 500, Denver, Colorado 80237

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)

T32N-R114W, 6th PM
Sec. 14: N/2NW/4, SW/4NW/4, S/2
Sublette County, Wyoming

Only insofar as said rights pertain 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.

196844

RECORDED June 27 1983 8:59 A.M.
IN BOOK 68 O+9 PAGE 274
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 100%
4. Specify interest or percent of operating rights being retained by assignor	50% of 100%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any *See Attached Rider	11.25% 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 1st day of February, 1983.

NATURAL GAS CORPORATION OF CALIFORNIA

By: [signature]
(Assignor's Signature)

4 Embarcadero Center, Suite 1400
(Assignor's Address)

C. T. Clark, Jr.
Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT

San Francisco, California 94111
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 01 1983

By _____
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

JUN 14 1983
(Date)

Initial steps should be taken to avoid entries on one sheet of paper adversely affecting legibility of this official form

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PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is __ Individual __ Municipality __ Association __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 15 day of March, 19 83.

CHEVRON OIL [illegible] COMPANY
BY: C.P. Lathing
(Assignee's Signature)
C.P. Lathing
Vice President

P.O. Box 52808-OCS
(Assignee's Address)

Lafayette Louisiana 70505
(City) (State) (Zip Code)

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

On the 1st day of February, 1983, personally appeared before me C. T. Clark, Jr., who, being by me duly sworn, did say that he is the Attorney-in-Fact of Natural Gas Corporation of California and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Attorney-in-Fact acknowledged to me that said corporation executed the same.

My Commission Expires:

10/29/85

Notary Public

*This assignment is made free and clear of the proportionate 6.25% overriding royalty and contingent net profits interests previously reserved by Pacific Transmission Supply Company in an assignment to Natural Gas Corporation of California dated October 10, 1980, but is subject to its proportionate share (50%) of only 5% of the previously reserved overriding royalty interest. This assignment is made pursuant to and subject to all terms and conditions of that certain Agreement dated November 1, 1981, among Pacific Transmission Supply Company, Natural Gas Corporation of California, and South Louisiana Production Company.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 15 day of March, 1983, before me personally appeared C. F. Darling, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CELERON Oil and Gas 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. F. Darling acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15 day of March, A.D. 1983.

(SEAL)

Notary Public

My Commission Expires June 2, 1984

277

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-30484

Lease effective date
September 1, 1971

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

RECEIVED
CHEYENNE, WYOMING
83 JUN 14 AM 9:30

PART I

1. Assignee's Name

Celeron Oil & Gas Company

Address *(include zip code)*

7800 E. Union Ave., Suite 500, Denver, Colorado 80237

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)

T32N-R114W, 6th PM
Sec. 15: All
Sublette County, Wyoming

Only insofar as said rights pertain 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.

196845

RECORDED June 27 1983 8:00 AM
IN BOOK 68 PAGE 277
FEES $ 5.00 Lake COUNTY CLERK
SUBLETTE COUNTY CLERK, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 100%
4. Specify interest or percent of operating rights being retained by assignor	50% of 100%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any *See Attached Rider	11.25% 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, 1983.
NATURAL GAS CORPORATION OF CALIFORNIA

By: C. T. Clark
(Assignor's Signature)
C. T. Clark, Jr.
Attorney-in-Fact

4 Embarcadero Center, Suite 1400
(Assignor's Address)
ATTORNEY-IN-FACT
San Francisco, California 94111
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 01 By
(Authorized Officer)
ACTING Chief, Oil & Gas Section
JUN 14 1983

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

11

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 FILE 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.
   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 15 day of March, 19 83.

UNION OIL AND GAS COMPANY

BY: [signature]
(Assignee's Signature)

C. E. Lindseth
Vice President

P.O. Box [illegible] - OCS
(Assignee's Address)

[illegible] [illegible] 7[illegible]
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for 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.

278

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

'83 MAR 24 AM 9:30

RECEIVED
CHEYENNE, WYOMING

On the 1st day of February, 1983, personally appeared before me C. T. Clark, Jr., who, being by me duly sworn, did say that he is the Attorney-in-Fact of Natural Gas Corporation of California and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Attorney-in-Fact acknowledged to me that said corporation executed the same.

My Commission Expires:

10/29/85

Rita Woodstone
Notary Public

*This assignment is made free and clear of the proportionate 6.25% overriding royalty and contingent net profits interests previously reserved by Pacific Transmission Supply Company in an assignment to Natural Gas Corporation of California dated October 10, 1980, but is subject to its proportionate share (50%) of only 5% of the previously reserved overriding royalty interest. This assignment is made pursuant to and subject to all terms and conditions of that certain Agreement dated November 1, 1981, among Pacific Transmission Supply Company, Natural Gas Corporation of California, and South Louisiana Production Company.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 15 day of March, 1983, before me personally appeared C. F. Darling, to me personally known, being by me duly sworn, did say that he is the Vice President of CELERON Oil and Gas 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. F. Darling acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15 day of March, A.D. 1983.

(SEAL)

Patricia K Willett
Notary Public

My Commission Expires Jun 84

Form 3160-14
March 1983

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO 42-R1599

Lease Serial No.
W-33563

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

The effective date
November 1, 1973

RECEIVED
WYOMING

PART I

1. Assignee's Name

Celeron Oil & Gas Company

Address *(include zip code)*

7800 E. Union Ave., Suite 500, Denver, Colorado 80237

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)

T32N-R114W, 6th PM
Sec. 27: NE/4
Sublette County, Wyoming

Only insofar as said rights pertain 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.

196846

RECORDED June 27 1983 8:30 AM
IN BOOK 308 PAGE 280
SUBLETTE COUNTY CLERK

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 50%
4. Specify interest or percent of operating rights being retained by assignor	50% of 50%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any *See Attached Rider	9.25% 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 11 day of February, 1983.

NATURAL GAS CORPORATION OF CALIFORNIA

By: C. T. Clark

(Assignor's Signature)

C. T. Clark, Jr.
Attorney-in-Fact

4 Embarcadero Center, Suite 1400

(Assignor's Address)

San Francisco, California 94111

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 01 1983

By _____
(Authorized Officer)

Chief, Oil & Gas Section

(Title)

JUN 14 1983
(Date)

FOR ASSIGNEE

...may be typewritten provided that copies are legible. Only one signature is required. Carbon reproductions or one sheet of both sides of this official form will be accepted.

280

281

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 3100).
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 15th day of March, 19 83

CELERON OIL AND GAS COMPANY

BY: _____ P.O. Box 22 [illegible]

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

C.F. Berlino
Vice President

[illegible] Alaska [illegible]

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for 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* – [illegible] three (3) completed and manually signed copies in the [illegible] appropriate BLM office. A $25.00 nonrefundable filing [illegible] *must* accompany this assignment. File assignment [illegible] 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 land or resources.
(4)(5) 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the 1st day of February, 19 83, personally appeared before me C. T. Clark, Jr., who, being by me duly sworn, did say that he is the Attorney-in-Fact of Natural Gas Corporation of California and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Attorney-in-Fact acknowledged to me that said corporation executed the same.

My Commission Expires:

10/29/85

Rita Wood-Sims
Notary Public

*This assignment is made free and clear of the proportionate 6.25% overriding royalty and contingent net profits interests previously reserved by Pacific Transmission Supply Company in an assignment to Natural Gas Corporation of California dated May 14, 1980, but is subject to its proportionate share (25%) of only 3% of the previously reserved overriding royalty interest. This assignment is made pursuant to and subject to all terms and conditions of that certain Agreement dated November 1, 1981, among Pacific Transmission Supply Company, Natural Gas Corporation of California, and South Louisiana Production Company.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 15 day of March, 198 3, before me personally appeared C. F. Darling, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CELERON Oil and Gas 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. F. Darling acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15 day of March, A.D. 198 3.

(SEAL)

Patricia K. Willett
Notary Public

My Commission Expires June 2, 1984

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE, dated effective as of JUN 13 1983, at 7:00 a.m., local time as to each interest herewith conveyed, is from PLACID OIL COMPANY, a Delaware corporation, with mailing address at 3900 Thanksgiving Tower, Dallas, Texas 75201 (herein sometimes called "Assignor"), to Placid International Oil, Ltd., a Delaware corporation, with mailing address at 3900 Thanksgiving Tower, Dallas, Texas 75201 (herein sometimes called "PIOL"), and in turn from PIOL to Louisiana-Hunt Petroleum Corporation, a Delaware corporation with mailing address at 2800 Thanksgiving Tower, Dallas, Texas 75201 and Rosewood Resources (POC), Inc., a Delaware corporation with mailing address at 4900 Thanksgiving Tower, Dallas, Texas 75201; Louisiana-Hunt Petroleum Corporation and Rosewood Resources (POC), Inc. being sometimes herein referred to collectively as "Assignees".

For TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has TRANSFERRED, ASSIGNED, GRANTED, BARGAINED, SOLD, CONVEYED, SET OVER and DELIVERED, and does hereby TRANSFER, ASSIGN, GRANT, BARGAIN, SELL, CONVEY, SET OVER and DELIVER, subject to the terms and conditions hereof, unto PIOL, an undivided 35.71428% of Assignor's right, title and interest in and to the following described estates or interests (herein collectively called the "Properties"), to wit:

1. The mineral fee estates described or referred to in Exhibit "A" attached hereto and made a part hereof (the "Minerals"), and the estates created by the leases, licenses, permits and other agreements described or referred to in Exhibit "A", together with any and all royalty interests, overriding royalty interests, production payments and other entitlements relating thereto (the "Leases"), insofar as the Minerals and Leases cover and relate to the lands described or referred to in Exhibit "A" or in any instrument described or referred to therein (the "Lands"); together with all royalties, rents, profits, entitlements and production therefrom or relating thereto, and any and all property and contractual rights incident or appurtenant thereto, including, without limitation, all rights in, to, under and by virtue of all pooling or unitization agreements or orders, product purchase or sale contracts, leases, permits, easements, rights-of-way, licenses, farmout agreements, options and orders of any kind and in any way relating thereto, whether or not specifically described herein or in Exhibit "A" hereto;

2. All of the personal property, fixtures and improvements, including, without limitation, oil and gas wells, injection wells, disposal wells, well equipment, tanks, pipelines, separators, buildings, machinery, tools, pipe and all other equipment, appurtenances, appliances and property of every kind and character, movable or immovable, located on or relating to the Lands, the Minerals or the Leases, appurtenant thereto or used or obtained in

This instrument was prepared by:

196847

Donald C. Johnson, Esq.
Shank, Irwin & Conant
4100 Thanksgiving Tower
Dallas, Texas 75201

RECORDED June 27 1983 5:00 A.M.
IN BOOK 68 O+Q PAGE 283
FEE 7.50 Susie D. Drake COUNTY CLERK
PUBLETTE COUNTY

connection therewith or with the production, treatment, sale, transportation or disposal of hydrocarbons or water produced therefrom or attributable thereto and all other appurtenances thereto belonging as of the effective date hereof;

3. All processing, refining and treatment plants and facilities, compression equipment, pipelines and gathering systems described or referred to in Exhibit "A" or relating to the Lands, Minerals or Leases, together with all other tangible personal property and equipment located in, on or about or used or acquired in connection therewith or in connection with the Lands, Minerals and the Leases as of the effective date hereof, and all contractual rights in, to, under, and by virtue of all agreements, contracts, leases, permits, easements, rights-of-way, licenses, options and orders of any kind and in any way relating thereto entered into or acquired by or on behalf of Assignor, whether or not specifically described or referred to herein;

4. All mining claims, fee lands, surface leases, easements, rights-of-way, servitudes, licenses and other interests described or referred to in Exhibit "A" or in any instrument described or referred to therein, together with all rights and appurtenances thereto or in anywise belonging; and

5. All rights, interests and entitlements of Assignor arising under or by virtue of any and all contracts and agreements described or referred to in Exhibit "A" hereto, whether or not such contracts or agreements relate to the Minerals, Leases, Lands, plants, equipment or interests therein which are conveyed herewith; provided, however, that by their acceptance hereof, PIOL and Assignees agree to be bound by the terms of such contracts and agreements, and assume their share of obligations thereunder in proportion to the interests conveyed to each of them hereby.

TO HAVE AND TO HOLD the Properties, to the extent herewith conveyed, together with all rights, privileges and appurtenances in any way belonging or pertaining thereto, unto PIOL, its successors and assigns, forever.

For TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which PIOL hereby acknowledges, PIOL has TRANSFERRED, ASSIGNED, GRANTED, BARGAINED, SOLD, CONVEYED, SET OVER and DELIVERED, and does hereby TRANSFER, ASSIGN, GRANT, BARGAIN, SELL, CONVEY, SET OVER and DELIVER, subject to the terms and conditions hereof, unto Louisiana-Hunt Petroleum Corporation, to the extent of an undivided 16.80672% interest, and to Rosewood Resources (POC), Inc. to the extent of an undivided 18.90756% interest, the undivided 35.71428% of the right, title and interest of Placid Oil Company in and to the Properties hereinbefore conveyed to PIOL, said undivided interest being all of PIOL's interest in and to the Properties; to have and to hold the Properties, to the extent herewith conveyed, together with all rights, privileges and appurtenances in any way belonging or pertaining thereto, unto Assignees, their respective successors and assigns, forever.

The interests conveyed herewith from Assignor to PIOL, and in turn from PIOL to Assignees, are conveyed subject to the following:

a. Any and all valid and outstanding royalties, overriding royalties, production payments, easements, rights-of-way, burdens, encumbrances, farmout agreements, acreage contribution agreements and prior assignments of interests pertaining to the Properties, or any portion thereof, and valid and existing as of the effective date hereof, whether or not recorded;

b. All federal, state or local laws, rules, orders and regulations which may govern or apply to the acquisition, ownership, operation or transfer of the Properties, or any portion thereof;

c. All terms, provisions, conditions and covenants, express or implied, of all deeds, leases, licenses, agreements, orders, permits or other instruments creating interests in the Properties or in any way pertaining thereto, and any agreements governing the ownership or operation of the Properties as of the effective date hereof, whether or not such instruments are specifically described or referred to in Exhibit "A".

Assignor also hereby grants and transfers to PIOL, and PIOL in turn hereby grants and transfers to Assignees, in the same proportions as set forth above and to the extent transferable, the benefit of and the right to enforce all guarantees, covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Properties.

From and after the effective date hereof, the interests in and to the Properties owned by Assignor as of the effective date hereof shall be owned by and record title thereto shall be vested in Assignor and Assignees in the following undivided proportions, to wit:

Placid Oil Company	64.28572%
Louisiana-Hunt Petroleum Corporation	16.80672%
Rosewood Resources (POC), Inc.	18.90756%

Separate assignments of the Properties may be executed on officially approved forms by Assignor to PIOL and by PIOL to Assignees, in sufficient counterparts to satisfy and comply with applicable statutory and regulatory requirements, all to be effective as of the date and time first mentioned above. Any such separate assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such separate assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests in and to the Properties conveyed hereby.

This Assignment, Conveyance and Bill of Sale may be executed in any number of counterparts; each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall, when taken together, constitute but one instrument. To facilitate recording, the counterpart to be recorded in a given county, parish or recording district may contain only that portion of Exhibit "A" that describes property located in that county, parish or recording district. Assignor, PIOL and both Assignees have each retained a fully executed counterpart of this Assignment, Conveyance and Bill of Sale with a complete Exhibit "A" attached thereto.

Notwithstanding any provision of this instrument to the contrary, the interests conveyed herewith, both real and personal, are conveyed "AS IS, WHERE IS," AND WITHOUT WARRANTY OF TITLE OR ANY OTHER COVENANT OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The decimal interests set forth in Exhibit "A" in connection with certain of the Properties therein described (which decimal interests may be variously referred to as "gross working interests," "overriding royalty interests," "working interests," "net revenue interests", "royalty interests" or other words of like import) are set forth for informational purposes only, and are in no wise intended, nor shall they be contrued, to enhance or diminish the scope or effect of this conveyance; it being the intent hereof that the entire right, title and interest in and to the Properties owned by Assignor as of the effective date hereof shall be subject to the terms of this Assignment, Conveyance and Bill of Sale.

In the event any of the Properties described or referred to in Exhibit "A" hereto, or any portion thereof or interest therein, are incompletely or incorrectly described, Assignor covenants and agrees to execute and deliver to PIOL, and PIOL covenants and agrees to execute and deliver to Assignees, whatever additional recordable conveyance or documentation is necessary to give effect to the intent of this conveyance.

This ASSIGNMENT, CONVEYANCE AND BILL OF SALE shall be binding upon and shall inure to the benefit of Assignor, PIOL and Assignees and their respective successors and assigns.

EXECUTED to be effective as of the date and time first written hereinabove.

PLACID OIL COMPANY

By: C D Brown
C. D. Brown, President

Attest:

Paul W. Hicks
Paul W. Hicks, Secretary

PLACID INTERNATIONAL OIL, LTD.

By: C D Brown
C. D. Brown, President

Attest:

Paul W. Hicks
Paul W. Hicks, Secretary

WITNESSES TO ALL SIGNATURES:

Lina L Jones

Mary Ann Pace

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BE IT KNOWN, THAT I, the undersigned official, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas as aforesaid, hereby certify as follows:

ALABAMA

That C. D. Brown, whose name as President of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporations.

ALASKA

That C. D. Brown, President, and Paul Hicks, Secretary, respectively, of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD., corporations organized and existing under the laws of the State of Delaware, to me known to be the President and Secretary, respectively, of said corporations, appeared before me and acknowledged that the seals affixed to the within instrument are the corporate seals of said corporations, and that said instrument was signed and sealed on behalf of said corporations by authority of their respective boards of directors, and C. D. Brown, President, and Paul W. Hicks, Secretary, acknowledged said instrument to be the free act and deed of said corporations.

COLORADO, NEW MEXICO, TEXAS, WYOMING

This instrument was acknowledged before me by C. D. Brown, President of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD., both Delaware corporations, on behalf of said corporations.

ARKANSAS

Appeared in person the within named C. D. Brown and Paul W. Hicks to me personally well known, who stated that they were the President and Secretary of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD., both corporations, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporations, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IDAHO

Personally appeared C. D. Brown, known to me to be the President of the corporations that executed the within instrument, and acknowledged to me that such corporations executed the same.

LOUISIANA

Before me appeared C. D. Brown, to me personally known, who, being by me duly sworn, did say that he is the President of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD., both corporations, and that the seals affixed to the foregoing instrument are the corporate seals of the corporations, and that the instrument was signed and sealed in behalf of the corporations by authority of their respective boards of directors, and said C. D. Brown acknowledged the instrument to be the free act and deed of the corporations.

MISSISSIPPI

Personally appeared before me the within named C. D. Brown, President of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD., both corporations, who acknowledged that he signed and delivered the foregoing instrument on behalf of said corporations effective as of the day and the year therein mentioned.

MONTANA

Before me personally appeared C. D. Brown, known to me to be the President of the corporations that executed the within instrument, and acknowledged to me that such corporations executed the same.

NEVADA

Personally appeared before me C. D. Brown, President of PLACID OIL Company and PLACID INTERNATIONAL OIL, LTD., both corporations, who acknowledged that he executed the above instrument on behalf of said corporations.

NORTH DAKOTA

Before me personally appeared C. D. Brown, known to me to be the President of the corporations that are described in and that executed the within instrument, and acknowledged to me that such corporations executed the same.

OKLAHOMA

Before me personally appeared C. D. Brown, to me known to be the identical person who subscribed the names of the makers thereof to the foregoing instrument as their 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 corporations for the uses and purposes therein set forth.

SOUTH DAKOTA

Before me personally appeared C. D. Brown, who acknowledged himself to be the President of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD., both corporations, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the names of the corporations by himself as President.

UTAH

Personally appeared before me C. D. Brown, who, being by me duly sworn, did say that he is the President of PLACID OIL COMPANY and PLACID INTERNATIONAL OIL, LTD., both corporations, that said instrument was signed in behalf of said corporations by authority of resolutions of their respective boards of directors, and said C. D. Brown acknowledged to me that said corporations executed the same.

Given under my hand and seal of office on MAY 26 1983.

Notary Public in and for the State of Texas

My Commission Expires:

3/91

CAROL C. CATO, Notary Public
for the State of Texas
My commission expires 9/85

DCJ/56A

EXHIBIT "A"

Attached to and made a part of Assignment, Conveyance and Bill of Sale from Placid Oil Company to Placid International Oil, Ltd., and in turn from Placid International Oil, Ltd. to Louisiana-Hunt Petroleum Corporation and Rosewood Resources (POC), Inc.

Assignor is variously referred to in this Exhibit "A" as "Assignor", "POC" and "Placid Oil Company"; all such references shall be deemed to refer to and mean Placid Oil Company, named as "Assignor" in the instrument to which this Exhibit "A", or applicable portions thereof, is appended.

All instruments described or referred to herein are incorporated herein by reference as if copied herein in full, including, without limitation, all descriptions of lands or interests described or referred to in all such instruments.

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Goatmill (Woodbine)
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EXHIBIT A

STATUS NOT PRODUCING
COUNTY SUBLETTE COUNTY STATE WYOMING
ENTITY PLACID OIL COMPANY

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRE DATE	RECORDED BOOK PAGE
41160	USA WYOMING	EMPIRE RES	04/01/76	04/01/86	

TRACT 01 DESCRIPTION: SEC 34: LOTS 1,2; N/2 SW
SEC 33: LOTS 1-4; N/2 S/2; N/2
SEC 32: LOTS 1-4; N/2 S/2; N/2
T 28 N R 115 W
ST:WYOMING CD:LSE CHG
SEC 31: LOTS 5-11; E/2 NW; NE SW;NE;N/2 SE

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SURRENDER AND RELINQUISHMENT

U.S. Lease Serial No.W-61428

[illegible] MANAGEMENT
[illegible] 15 AM 9:30
[illegible] WYOMING

WHEREAS, the undersigned is the record title owner and holder of the following United States Oil and Gas Lease, insofar as it covers the following lands:

Effective date: December 1, 1977

Serial Number: USA W-61428

Lands Covered: T36N, R114W, 6th Prin.Mer.

Sec. 26: All
Sec. 35: All

Sublette County, WY

RECORDED June 27 1983 4:13 PM
IN BOOK 68 Misc PAGE 317
FEES 6.00 Jane L. Blake COUNTY CLERK
SUBLETTE COUNTY CLERK

containing 1,280.00 acres, more or less

196856

; and

WHEREAS, the undersigned lessee now desires to surrender and relinquish to the United States of America, pursuant to its rights contained in said lease and pertinent regulations, all of the above-described lease and lands.

NOW, THEREFORE, for and in consideration of the premises, the undersigned lessee does hereby surrender, release, assign and relinquish to the United States of America all of its right, title and interest in and to the lease and lands described above.

The undersigned further states and affirms that all rents, royalties and other obligations due and payable under said lease have been duly paid to the United States of America and there are not now due or owing any wages or monies to workmen employed in operations conducted on the above-described lands, there are no wells on the relinquished lands necessary to be placed in condition for suspension or abandonment; and the public interest will not be impaired if said lease is surrendered.

EXECUTED this 28th day of April, 1983.

TENNECO OIL COMPANY

ATTEST: M. F. Carr, Asst. Secty

By: P.W. Cayce, Jr.
Attorney-in-Fact

MWB
JM

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of April, 1983, by P.W. Cayce, Jr., Attorney-in-Fact of TENNECO OIL COMPANY on behalf of said corporation.

Witness my hand and official seal.

Charlotte Flanagan
Notary Public

My commission expires

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Relinquishment accepted
effective JUN 15 1983

Eileen Peterson

Acting Chief, Oil &
Gas Section

FOR [illegible]

[redacted] [redacted] [redacted]

0[illegible]43

ASSIGNMENT, BILL OF SALE, CONVEYANCE AND POWER OF ATTORNEY

This Assignment, Bill of Sale, Conveyance and Power of Attorney, dated this 21st day of March, 1983, but effective as of September 30, 1982 at midnight, local time, is from INDUSTRIAL ENERGY PARTNERS, LTD., a Colorado limited partnership (herein called "Assignor"), with an address of 116 Inverness Drive East, Englewood, Colorado 80112, to ENERGETICS, INC., a Delaware corporation (herein called "Assignee"), with an address of 116 Inverness Drive East, Englewood, Colorado 80112.

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called 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, farmouts, leases, permits, easements, licenses, rights of ways and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of

RECORDED June 29 1983 AT 10:58 A.M.
IN BOOK 68 of Misc. PAGE 319
FEES $13.00 Janice Clarke SWEETWATER COUNTY CLERK
SUBLETTE COUNTY CLERK

196895

THIS INSTRUMENT WAS PREPARED BY:
Jan N. Steiert, Esq.
Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

RECORDED MAY 27 1983 AT 9A M
IN BOOK 241 PAGE 143-67 GREEN RIVER WYO.
NO. 901292 COUNTY & PROB. COUNTY CLERK

WY-248
WY-253
WY-121

RECEIVED
RECEIVED
SWEETWATER CO. CLERK
GREEN RIVER,
WYO.

319

Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all or such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substan tially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to

which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

APPOINTMENT OF ATTORNEY-IN-FACT

For the same consideration, Assignor hereby irrevocably constitutes and appoints Assignee or the holder or holders of record title to the Interests or any part thereof or Jordan R. Smith, J. Thomas Reagan, or Thomas P. Briggs, and each of them, or any other designee of Assignee, as Assignor's true and lawful agents and attorneys-in-fact with full power and authority, and with full power of substitution, in the name, place and stead of Assignor, to (1) execute, acknowledge, deliver and file for record assignments of Assignor's interest in and to all of the oil and gas leases owned or held by or on behalf of Assignor covering the Prospects or any part thereof described in Schedule 1, (2) execute, acknowledge, deliver and file for record any and all instruments which may be necessary or desirable to transfer to or vest and confirm in Assignee defensible, legal and record title to the Interests including, without limitation, all of the interest of Assignor in and under each lease, agreement, farmout, unit, designation of unit, unit agreement, easement, or other instrument or agreement relating to the Interests, and all additional instruments, if any, which may be necessary or desirable to effectuate the transactions contemplated hereby and by the Prospectus of Assignee dated February 11, 1983, as amended, upon the terms herein and therein contained and with the same warranties and representations herein provided, (3) execute, deliver, record and file with the United States Bureau of Land Management or any federal, state, provincial or local agency, any and all instruments which may be necessary or desirable to effect the transfer of all of Assignor's interests in any lease issued by the United States or any state, province or tribal or other governmental authority, and (4) execute on behalf of Assignor all other documents necessary to consummate the exchange and transfer of the Interests. This power of attorney shall be deemed coupled with an

interest, shall be irrevocable and shall not be affected by the death, disability, incapacity or dissolution of Assignor.

If Assignor is married, the spouse of Assignor joins herein for the purpose of agreeing to convey to Assignee all of the interests, if any, of said spouse in the Interests, and said spouse does hereby grant, transfer, convey and assign to Assignee all of the interest (including, without limitation, community property rights and rights of dower or curtesy), if any, of said spouse in the Interests and hereby waives any right or claim of such spouse in the Interests under the homestead or similar laws of any state or province, and said spouse does appoint the persons or entities named above or any of them as said spouse's lawful agents and attorneys-in-fact for the purpose of executing, delivering and recording any instrument necessary or desirable to (1) fully convey to Assignee the above-described interests of said spouse and (2) waive and disclaim all of said spouse's rights and claims in the Interests under the homestead or similar laws of any state or province. If no spouse's signature appears hereon, Assignor is deemed to represent and warrant that no spouse's signature is required under applicable law.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of September 30, 1982 at midnight, local time.

INDUSTRIAL ENERGY PARTNERS, LTD.

By: _____
General Partner

By: _____
General Partner

By: _____
General Partner

Dated this 21st day of March, 1983.

ACKNOWLEDGMENTS
(North Dakota and Wyoming)

State of Colorado)
) ss.
County of Arapahoe)

(Alberta, Colorado, Kansas, Michigan, Nebraska, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 21st day of March, 1983, by Robert L. Mehl, Patrick D. Maher, and Jordan R. Smith, the managing general partners, on behalf of Industrial Energy Partners, Ltd., a Colorado limited partnership. Witness my hand and official seal.

My commission expires:
~~My commission expire June 24 1983~~

Marjorie D. Phillips
MARJORIE D. PHILLIPS
Notary Public

Residence: Denver, CO
(City, state)

Address: 11600 Lawrence Street East
Englewood, CO 80112

NOTARY PUBLIC (SEAL)

(Montana Form)

State of _____)
) ss.
County of _____)

On this the ____ day of March, in the year 1983, before me, _____, a notary public, personally appeared Robert L. Mehl, Patrick D. Maher, and Jordan R. Smith, known to me to be the persons whose names are subscribed to the within instrument as the managing general partners of Industrial Energy Partners, Ltd., a Colorado limited partnership, the partnership that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the limited

COUNTERPARTS AND PREFACE TO SCHEDULE 1

This instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Schedule 1 hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

SCHEDULE 1

attached to and forming a part of
Assignment, Bill of Sale, Conveyance
and Power of Attorney from Industrial
Energy Partners, a/k/a IEP to Energetics,
Inc. dated

21st day of March, 1983, but effective September 30, 1982

SECTION I. LEASES:

PROSPECT NUMBER WY243 HORN CANYON

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
11023	USA W-0274546	HORN CANYON	FRED H TAYLOR	WY SWEETWATER	11/01/65

DESCRIPTION T 25 N R 110 W
SEC 35 SW/4
DEPTH A TO 11,95C FT
DEPTH B BELOW 11,950 FT

DESCRIPTION T 25 N R 110 W
SEC 33 S/2
SEC 34 ALL
SEC 35 W/2SE/4
DEPTH A TC 11,95C FT
DEPTH B BELOW 11,950 FT

12763	USA-W-47392	HORN CANYON	N S GROVE	WY SWEETWATER	09/16/74

DESCRIPTION T 24 N R 110 W
SEC 4 S/2
SEC 9 S/2

DESCRIPTION T 24 N R 110 W
SEC 3 LOTS 1 THRU 4; S/2N/2, S/2
SEC 10 ALL
SEC 15 S/2

12764	ST OF WY 72-37010	HORN CANYON	NATALIE MARTIN	WY [redacted]	11/11/72

DESCRIPTION T 24 N R 110 W
SEC 16 ALL
DEPTH A-- SUR TO 96 FT BLW TOP OF MORRISON FORM AS FOUND IN NO 3 HORN CANYON WELL, S IDENTIFIED AS 11,764 FT BLW SUR
DEPTH B-- BELOW 11,86C FT

12765	USA-W-38493	HORN CANYON	JANET K BREENE	WY [redacted]	02/20/73

DESCRIPTION T 24 N R 110 W
SEC 8 ALL
DEPTH A-- SUR TO 96 FT BLW TOP OF MORRISON FORM AS FOUND IN NO 3 HORN CANYON WELL, S IDENTIFIED AS 11,764 FT BLW SUR
DEPTH B-- BELOW 11,86C FT

640.000

12766	USA-W-2679	HORN CANYON	ESTHER CHORNEY	[redacted]	11/10/66

DESCRIPTION T 24 N R 110 W

SCHEDULE 1. SECTION I 00152

PROSPECT NUMBER	WY243	HORN CANYON		
LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE

SEC 5 LOTS 1, 2, 3, 4; S/2N/2, S/2 (ALL)

12767 USA-W-3331 IVAN S OSBORN 12/14/66
HORN CANYON WY SWEETWATER
DESCRIPTION T 24 N R 110 W
SEC 17 ALL

13612 USA-W-33085-A MOUNTAIN PETROLEUM, LTD. 2/1/82
HORN CANYON WY SWEETWATER
DESCRIPTION T 24 N R 110 W
SEC 4: Lots 1,2,3,4, S/2N/2
SEC 9: N/2
Insofar and only insofar as to the operating rights from the surface of the earth to 96 feet below the top of the Morrison Formation, being identified at 11,764 feet below the surface in the No. 3 Horn Canyon well located in the SW/4NW/4 of Section 9, T24N-R110W, Sweetwater County, Wyoming.

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PROSPECT NUMBER wy253 LITTLE MONUMENT

LEASE NUMBER	LESSOR / PROSPECT	LESSEE	STATE/COUNTY	LSE DTE / GROSS ACRES
11081	USA w-32472 LITTLE MONUMENT	DON J LEEMAN	WY SWEETWATER	01/01/72
	DESCRIPTION T 25 N R 111 W SEC 14 S/2 DEPTH A- SURF TO 10,490 FT T 25 N R 111 W SEC 23 N/2, SW/4 DEPTH A- SURF TO 10,490 FT			
11082	USA W-52072 LITTLE MONUMENT	DOROTHY G HAMILTON	WY SWEETWATER	10/01/75
	DESCRIPTION T 25 N R 111 W 6TH PM SEC 13 N/2			
11083	USA W-52074A LITTLE MONUMENT	KATHRYN E FINLEY	WY SWEETWATER	10/01/75
	DESCRIPTION T 25 N R 111 W SEC 14 NE/4 T 25 N R 111 W SEC 11 E/2SE/4			
11084	USA W-52795 LITTLE MONUMENT	ROGER D DAHLIN	WY SWEETWATER	12/01/75
	DESCRIPTION T 25 N R 111 W SEC 13 SW/4SW/4			

PROSPECT NUMBER wy121 MONUMENT BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
10131	USA w-0318310	MONUMENT BUTTE	ETTA MANDEL	WY [redacted]	08/01/65
	DESCRIPTION	T 25 N R 110 W SEC 26 ALL			
10132	USA w-0323104	MONUMENT BUTTE	SAMUEL MANDEL	WY [redacted]	03/01/66
	DESCRIPTION	T 25 N R 110 W SEC 20 NW/4NW/4 T 25 N R 110 W SEC 15 E/2, E/2W/2, SW/4SW/4 T 25 N R 110 W SEC 22 N/2			
10133	USA w-0312237a		R A ROSE	WY [redacted]	11/01/64
	DESCRIPTION	T 25 N R 110 W SEC 4 LOTS 1,2, S/2NE/4 T 26 N R 110 W SEC 34 E/2NW/4, W/2SW/4			
10134	USA w-0312237		R A ROSE	WY [redacted]	11/01/64
	DESCRIPTION	T 26 N R 110 W SEC 34 W/2NW/4, E/2SW/4			
10135	USA w-0311644	MONUMENT BUTTE	ROBERT W HILL	WY [redacted]	10/01/64
	DESCRIPTION	T 26 N R 110 W SEC 32 W/2			
10136	USA w-03116+1A		ROBERT E MCDONALD	WY [redacted]	10/01/64
	DESCRIPTION	T 25 N R 110 W SEC 3 LOT 3,4, S/2NW/4 T 26 N R 110 W SEC 21 SE/4 SEC 22 NE/4, NE/4NW/4, S/2NW/4, S/2 SEC 23 SW/4 SEC 29 SE/4 SEC 34 NE/4			

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00155

PROSPECT NUMBER WY101 MONUMENT BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
10137	USA W-0310626	MONUMENT BUTTE	JOYCE WOLF	WY [redacted]	06/01/64
	DESCRIPTION	T 26 N R 110 W SEC 35 ALL			
10138	USA W-0296754	MONUMENT BUTTE	MARVIN WOLF	WY [redacted]	04/01/64
	DESCRIPTION	T 26 N R 110 W SEC 20 S/2SE/4			
10139	USA W-L279705-B	MONUMENT BUTTE	R K O'CONNELL	WY [redacted]	11/01/63
	DESCRIPTION	T 25 N R 110 W SEC 2 E/2SW/4 SEC 17 S/4SE/4 SEC 20 NE/4SW/4, N/2SE/4			
10140	USA W-0274545-B	MONUMENT BUTTE	FRED H TAYLOR	WY [redacted]	11/01/63
		T 25 N R 110 W SEC 1 NW/4SE/4, S/2SE/4 SEC 13 SE/4 SEC 24 SW/4			
	DESCRIPTION	T 25 N R 110 W SEC 17 E/2SW/4			
10141	USA W-0274540	MONUMENT BUTTE	WALTER L MORRISON	WY [redacted]	11/01/63
	DESCRIPTION	T 25 N R 110 W SEC 5 ALL SEC 11 N/2NE/4			
10142	USA W-0133153	MONUMENT BUTTE	JOYCE WOLF	WY [redacted]	01/01/64
	DESCRIPTION	T 25 N R 110 W SEC 1 N/2SW/4, SE/4SW/4			
10143	USA W-18061	MONUMENT BUTTE	MELVIN WOLF	WY [redacted]	04/01/69
	DESCRIPTION	T 25 N R 110 W SEC 1 NE/4SE/4 SEC 12 N/2NE/4			

PROSPECT NUMBER wY121 MONUMENT BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
1u144	USA w-9560	MONUMENT BUTTE	EARLOW S [illegible] INC	WY SWEETWATER	12/01/67
	DESCRIPTION	T 25 N R 110 W SEC 4 NE/4SE/4, S/2SE/4 SEC 9 NE/4NE/4 T 26 N R 110 W SEC 29 W/2 SEC 31 LOTS 1, 2, 3, 4; E/2W/2 T 25 N R 110 W SEC 9 SE/4NE/4, [illegible]			
1u145	USA w-7991-A	MONUMENT BUTTE	S A CHORNEY	WY SWEETWATER	09/01/67
	DESCRIPTION	T 25 N R 110 W SEC 23 NE/4NE/4			
1u146	USA w-6183-A	MONUMENT BUTTE	DOROTHY CHORNEY	WY SWEETWATER	06/01/67
	DESCRIPTION	T 25 N R 110 W SEC 29 S/2			
1u147	USA w-6182-A	MONUMENT BUTTE	VIRGINIA S STOUFFER	WY SWEETWATER	06/01/67
	DESCRIPTION	T 25 N R 110 W SEC 20 SW/4NW/4			
1u148	USA w-3764	MONUMENT BUTTE	MARGARET C MOSS	WY SWEETWATER	02/01/67
	DESCRIPTION	T 25 N R 110 W SEC 2 LOT 3,4, S/2N/2			
1u149	USA w-3333	MONUMENT BUTTE	JILL G THOMAS	WY SWEETWATER	01/01/67
	DESCRIPTION	T 25 N R 110 W SEC 21 N/2NE/4			
1u150	USA w-2681	MONUMENT BUTTE	W H BROWN	WY SWEETWATER	12/01/66
	DESCRIPTION	T 25 N R 110 W SEC 10 N/2NE/4, NW/4NW/4			
1u151	USA w-0312797		ISABELLE SHANAHAN		12/01/64

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PROSPECT NUMBER wY121 MONUMENT BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE RECORDED
		MONUMENT BUTTE		wY SWEETWATER	
	DESCRIPTION	T 25 N R 110 W SEC 10 W/2SW/4, SE/4SW/4			
1U152	USA W-0316369	MONUMENT BUTTE	F J BRADSHAW	wY SWEETWATER	05/01/65
	DESCRIPTION	T 25 N R 110 W SEC 10 E/2SE/4, SW/4SE/4			
1U153	USA W-0316370	MONUMENT BUTTE	F J BRADSHAW	wY SWEETWATER	05/01/65
	DESCRIPTION	T 25 N R 110 W SEC 14 SE/4SE/4			
1U154	USA W-0316374	MONUMENT BUTTE	ROBERT R POSE JR	wY SWEETWATER	05/01/65
	DESCRIPTION	T 26 N R 110 W SEC 20 N/2, N/2S/2, S/2SW/4			
1U155	USA W-0316305	MONUMENT BUTTE	F C GRIGSBY	wY SWEETWATER	08/01/65 BK 704 PG 1269
	DESCRIPTION	T 25 N R 110 W SEC 10 S/2NE/4		wY SWEETWATER	
		T 25 N R 110 W SEC 15 NW/4SW/4 TO THE DEPTH OF THE DAKOTA FORMATION			
1U156	USA W-0316306	MONUMENT BUTTE	W H BROWN	wY SWEETWATER	08/01/65
	DESCRIPTION	T 25 N R 110 W SEC 7 LOTS 1,2,3,4, E/2, E/2W/2			
1U157	USA W-0316308-A	MONUMENT BUTTE	CARL E JENKINS	wY SWEETWATER	08/01/65
	DESCRIPTION	T 25 N R 110 W SEC 21 S/2NE/4, S/2SW/4			
		T 25 N R 110 W SEC 22 S/2			
1U158	USA W-0316314B	MONUMENT BUTTE	M A VERENDOCL	wY SWEETWATER	08/01/65

PROSPECT NUMBER wy121 MONUMENT BUTTE

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY	LSE DTE
	DESCRIPTION T 25 N R 110 W SEC 3 LOTS 1 AND 2, S/2NE/4, SE/4 SEC 4 S/4 SEC 9 NW/4, W/2SW/4 T 26 N R 110 W SEC 21 E/2NE/4, SW/4NE/4, NW/4 SEC 29 NE/4		
	T 25 N R 110 W SEC 9 E/2SW/4	WY SWEETWATER	
10159	USA W-0319311-A MONUMENT BUTTE DESCRIPTION T 25 N R 110 W SEC 20 S/2S/2 SEC 21 NE/4SW/4	F L LACOY WY SWEETWATER	02/01/65
10160	USA W-0318317-A MONUMENT BUTTE DESCRIPTION T 25 N R 110 W SEC 29 N/2	F C GRIGSBY WY SWEETWATER	08/01/65
10161	USA W-0319545 MONUMENT BUTTE DESCRIPTION T 25 N R 110 W SEC 21 NW/4	WALTER L MORRISON WY SWEETWATER	10/01/65
10162	USA W-0320793-A MONUMENT BUTTE DESCRIPTION T 25 N R 110 W SEC 11 N/2NW/4	DOROTHY CHORNEY WY SWEETWATER	12/01/65
10163	USA W-0323103 MONUMENT BUTTE DESCRIPTION T 25 N R 110 W SEC 2 SE/4 SEC 20 N/2NE/4, NE/4NW/4	ROBERT I SEALE WY SWEETWATER	03/01/66
	DESCRIPTION T 25 N R 110 W SEC 17 E/2SW/4		
10164	USA W-0323866-A MONUMENT BUTTE DESCRIPTION T 25 N R 110 W	WILLIAM C ARMOR, JR WY SWEETWATER	04/01/66

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USPECT NUMBER WY121 MONUMENT BUTTE

ASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
[redacted]		SEC 20 S/2NE/4, SE/4NW/4			
1U165	USA W-33938	MONUMENT BUTTE	STANLEY D CONRAD	WY [redacted]	04/01/72
	DESCRIPTION	T 25 N R 110 W SEC 1 LOTS 1,2 SEC 12 S/2NE/4			
1U166	USA W-44445	MONUMENT BUTTE	ENERGETICS, INC	WY [redacted]	07/01/74
	DESCRIPTION	T 25 N R 110 W SEC 14 SW/4SW/4			
1U167	USA W-031C371-A	MONUMENT BUTTE	CELESTE C GRYNBERG	WY [redacted]	05/01/65
	DESCRIPTION	T 25 N R 110 W SEC 15 W/2NW/4			
68	USA W-52733	MONUMENT BUTTE	DAN D VAN HUSKIRK	WY [redacted]	12/01/75
	DESCRIPTION	T 25 N R 110 W SEC 17 SE/4NE/4, W/2SW/4			
1U169	USA W-54916	MONUMENT BUTTE	ENERGETICS, INC	WY [redacted]	06/01/76
	DESCRIPTION	T 25 N R 110 W SEC 23 W/2NW/4			
1U170	USA W-4295	MONUMENT BUTTE	F J BRADSHAW	WY [redacted]	03/01/67
	DESCRIPTION	T 25 N R 110 W SEC 2 W/2SW/4 T 25 N R 110 W SEC 17 NW/4SE/4			
71	USA W-43513	MONUMENT BUTTE	GRAHAM-MICHAELIS CORP	WY [redacted]	01/01/75
	DESCRIPTION	T 25 N R 110 W SEC 4 NW/4SE/4			
	USA W-52734		DENNIS W BERKLUND		12/01/75

SCHEDULE 1. SECTION I

00160

PROSPECT NUMBER WY121 MONUMENT BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
		MONUMENT BUTTE		WY [redacted]	
	DESCRIPTION	T 25 N R 110 W SEC 23 E/2NW/4, N/2SW/4, SW/4SW/4			
		T 25 N R 110 W SEC 28 ALL			
	DESCRIPTION	T 25 N R 110 W SEC 27 ALL			
10173	USA W-0311643	MONUMENT BUTTE	GEORGE S HAYMANS, JR	WY [redacted]	10/01/64
	DESCRIPTION	T 26 N R 110 W SEC 28 ALL SEC 32 E/2 DEPTH A IS FROM SURF TO 11601' DEPTH B IS BELOW 11601'			
	DESCRIPTION	T 26 N R 110 W SEC 33 ALL DEPTH A IS FROM SURF TO 11601' DEPTH B IS BELOW 11601'			
10174	USA W-0318322		ROBERT R FERGUSON	WY [redacted]	08/01/65
	DESCRIPTION	T 26 N R 110 W SEC 21 NW/4NE/4 DEPTH A IS FROM SURF TO 11601' DEPTH B IS BELOW 11601'			
10175	USA W-5074		ROBERT B FERGUSON	WY [redacted]	05/01/67
	DESCRIPTION	T 26 N R 110 W SEC 22 NW/4NW/4 DEPTH A IS FROM SURF TO 11601' DEPTH B IS BELOW 11601'			
11322	USA W-52791	MONUMENT BUTTE	CARMEN LANSDALE	WY [redacted]	11/17/75
	DESCRIPTION	T 26 N R 110 W SEC 26 E/2			
10421	USA-W-03567	MONUMENT BUTTE	BONNIE J BROWN	WY [redacted]	04/01/72
	DESCRIPTION	T 25 N R 110 W			

PROSPECT NUMBER wY121 MONUMENT BUTTE

LEASE NUMBER	LESSOR	LESSEE	LSE DTE
	PROSPECT	STATE/COUNTY	
	SEC 13 NE/4 SEC 24 NE/4 DEPTH A--SURFACE TO 11,887 FT DEPTH B--BELOW 11,887 FT		
12422	USA-W-35957	DON E LAWSON	08/01/72
	MONUMENT BUTTE	WY [redacted]	
DESCRIPTION	T 25 N R 110 W SEC 12 SW/4 SEC 13 N/2SW/4, SE/4SW/4 DEPTH A--SURFACE TO 11,887 FT DEPTH B--BELOW 11,887 FT		
12432	USA-W-53402	ALDELIA DALUNA	11/01/72
	MONUMENT BUTTE	WY [redacted]	
DESCRIPTION	T 25 N R 110 W SEC 25 NW/4NW/4 SEC 2 LOTS 1, 2 DEPTH A--SURFACE TO 11,887 FT DEPTH B--BELOW 11,887 FT		
12784	USA W-50733	JAMES E MYERS	12/01/76
	MONUMENT BUTTE	WY [redacted]	
DESCRIPTION	T 25 N R 110 W SEC 5 LOTS 1, 2, 3, 4, S/2N/2, S/2 SEC 6 LOTS 1, 2, S/2NE/4		
13113	USA W-70375	ENERGETICS, INC	03/15/82
	MONUMENT BUTTE	WY [redacted]	
DESCRIPTION	T 24 N R 110 W ACCESS ROADS TO MONUMENT BUTTE #4 UNIT		
13397	USA W-51004	MARY NAN SPEAR	08/07/75
	MONUMENT BUTTE	WY [redacted]	
DESCRIPTION	T 25 N R 110 W SEC 21 NW/4SW/4		
14049	USA-W-52069	CHARLOTTE LANSDALE	10/1/75
	MONUMENT BUTTE	WY [redacted]	
DESCRIPTION	T 25 N R 110 W SEC 10: NE/4NW/4, S/2NW/4, NE/4SW/4, NW/4SE/4 as to the rights from the surface to the stratigraphic equivalent of 11,554' as reached in the Energetics Federal #32-10 Well in the SW/4NE/4 of Section 10-25N-110W		

SCHEDULE 1

attached to and forming a part of
Assignment, Bill of Sale, Conveyance
and Power of Attorney from Industrial
Energy Partners, a/k/a IEP to Energetics,
Inc. dated

2/st day of March, 1983, but effective September 30, 1982

SECTION II. PROSPECTS:

SCHEDULE 1. SECTION II

PROSPECT NAME: Horn Canyon

COUNTY: Sweetwater

STATE: Wyoming

LEGAL DESCRIPTION: Same as Schedule 1, Section I

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00161

SCHEDULE 1. SECTION II

PROSPECT NAME: Little Monument

COUNTY: Sweetwater

STATE: Wyoming

LEGAL DESCRIPTION: Township 25 North, Range 111 West

Section 10: All
Section 11: All
Section 12: All
SEction 13: All
Section 14: All
Section 15: All
Section 16: All
Section 21: All
Section 22: All
SEction 23: All
Section 26; All
Section 27: All
Section 28: All

SCHEDULE 1. SECTION II

PROSPECT NAME: Monument Butte

COUNTY: Sweetwater

STATE: Wyoming

LEGAL DESCRIPTION:

Township 26 North, Range 110 West
Section 20: All
Section 21: All
Section 22: All
Section 26: All
Section 27: All
Section 28: All
Section 29: All
Section 31: All
Section 32: All
Section 33: All
Section 34: All
Section 35: All

Township 25 North, Range 110 West
Sections 1 thru 17: All
Sections 20 thru 24: All
Sections 26 thru 29: All
Section 33: All
Section 34: All

SCHEDULE 1

attached to and forming a part of
Assignment, Bill of Sale, Conveyance
and Power of Attorney from Industrial
Energy Partners, a/k/a IEP to Energetics,
Inc. dated

31st day of March, 1983, but effective September 30, 1982

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

SCHEDULE I. SECTION III

Not Applicable.

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WY-268
Federal #20-17

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-35398

Lease effective date
July 1, 1972

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 determinatin of interests of Assignee's

Address (include zip code)

See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 49.68648 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 8: SW/4SE/4
Section 17: NE/4
Containing 200.00 acres more or less in Sublette County, Wyoming
Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 Well in the NW/4 of Section 5 T27N-R111W, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	49.68648%
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	Two Percent (2%) of 60% and Six Percent (6%) of 8/8ths 7.2%

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

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

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

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

Executed this 27th day of May, 1982

ENERGETICS OPERATING COMPANY

By: _____ mlb
(Assignor's Signature)
Gene W. Anderson, Vice President - Land

102 Inverness Terrace East
(Assignor's Address)

ATTEST: _____
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 _____ By _____
(Authorized Officer)

WY-268

[redacted]

[redacted] [redacted] [redacted]

PART ..

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.

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of May, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My Commission Expires O.t. 22, 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

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 ap-

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 name of

ENERGETICS OPERATING COMPANY

ENERGETICS OPERATING COMPANY, a Colorado corporation, successor to Energetics, Inc., a Colorado corporation; wherein Energetics, Inc. assigned to Energy Associates N.W. '78 A, et al, by assignment approved by the Bureau of Land Management, effective May 27, 1982, by Decision Letter dated February 14, 1983, the same interest herein conveyed.

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

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

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

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
OPERATING RIGHTS IN OIL AND GAS LEASE
NUMBER W-35398, DATED [illegible], 1982.

KNOW ALL MEN BY THESE PRESENTS:

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

Energy Associates N.W. '78-A 1215 Norton Building Seattle, Washington 98104	- an undivided	.90000%
Burton G. Ross, Trustee Toni Rosen 1978 Trust Doherty, Rumble, Butler, Pa. 3750 I D S Center Minneapolis, Minnesota 55402	- an undivided	.3600%
Boettcher Management Drilling Program P.O. Box 54 Denver, Colorado 80202	- an undivided	4.5000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	- an undivided	.4750%
Robert L. Mehl Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	3.18588%
Patrick D. Maher Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	3.18588%
Energetics 1978 B LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	3.0000%
D & R Energy-78 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	3.0150%
Jordan R. Smith Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	1.73472%
Guaranty Energy Group 1978 Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59107-1515	- an undivided	4.5900%
Energetics 1978 LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	8.3400%
Backer Resources, Inc. 1280-999 W. Hastings Street Vancouver, British Columbia, CANADA V6C 2W2	- an undivided	14.4000%

196896

RECORDED June 27 1983 8:30 A.M
IN BOOK 680+9 PAGE 344
FEES $10.25 [illegible] Lake COUNTY CLERK
[illegible] COUNTY CLERK

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
RESOURCE EVALUATION
APR 17 2 24 AM '78
GEOLOGICAL SURVEY
CASPER, WYOMING

LEASE FOR OIL AND GAS

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

Name: Robert W. Myers
Street: 6060 N. Central Expressway, Suite 254
City, State, Zip Code: Dallas, Texas 75206

W 62791
(Serial Number)

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

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

T 28 N, R 111 W, 6th Prin Mer
Sec 31: Lots 1, 2, 3, 4, E½W½, W½SE¼

T 28 N, R 112 W, 6th Prin Mer
Sec 25: E½ of Lot 1, Lots 3, 4, 6, 7, SE¼SW¼NE¼, SE¼NE¼SW¼, SE¼SW¼, W½SE¼

LANDS IN OFFER WERE NOT WITHIN A KNOWN GEOLOGIC STRUCTURE ON APR 17 1978

John P. Kennedy
Acting Area Geologist
For the Director
U.S. Geological Survey

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 13 1983
BUREAU OF LAND MANAGEMENT

Containing a total of 659.12 acres	Annual Rental . . . . . $ 660.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: MAY 1 1978

THE UNITED STATES OF AMERICA

196897

By _____
(Signature of Signing Officer)

Acting Chief, Oil & Gas Section
(Title)

APR 28 1978
(Date)

RECORDED June 27 1983 8:00 A.M
IN BOOK 68 of Misc PAGE 347
FEES $4.00 Doris J. Drake COUNTY CLERK
SUBLETTE COUNTY CLERK

WI-322

40 347

ORIGINAL

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LEASE TERMS

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

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

Rentals.—To pay the lessor in advance an annual rental at the following rates:

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

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

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

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

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, where the time for payment falls on a day in which the proper office for payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation [illegible] costs

(h) *Well records.*—To keep a daily drilling record, a log [illegible] and tests in form acceptable to [illegible] wells drilled on

leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

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

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

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

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

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

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

Sec. 3. The lessor reserves:

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

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

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale and distribution 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 will 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) *Leasing.*—All rights pursuant to section 40 of the act to purchase, leasing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

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

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

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

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter[illegible] a part of this lease so far as the same may apply.

Form 3112–1
(February 1976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

BLM CHEYENNE, WYOMING

JAN 23 '78

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF THE INTERIOR
INT 413

U.S.MAIL

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

62791

Print or type

Last name	First name	Middle initial
MYERS	ROBERT	W

Social Security or Taxpayer Number: 520-12-2173

6060 N CENTRAL EXPRESSWAY SUITE 254
Street Address

DALLAS TEXAS 75206
City State Zip code

Parcel number applied for: WY 196

The return of this card indicates that you were *not* successful in the drawing and your offer is rejected.

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

JUN 13 1983

BUREAU OF LAND MANAGEMENT

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NONCOMPETITIVE OFFER TO LEASE FOR OIL & GAS

Undersigned offers to lease for oil and gas all or any portion of the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a municipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 43 CFR 3101.1--5; (3) applicant has not filed any other entry card for the parcel involved; and (4) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110-2 or 3110-3, and the appropriate stipulations as provided in 43 CFR 3109.4-2 and the posted notice.

INSTRUCTIONS

This card must be filled completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved _____.

If you are successful in the drawing, you will be required to pay the first year's rental of $ per acre or fraction thereof prior to issuance of lease. No copies or facsimiles of this form will be accepted.

Other parties in interest — All interested parties named below must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Signature of Applicant	Date	Other parties in interest
Robert W Myers	1-16-78	
Signature of Applicant	Date	

Title 18 U.S.C., Section 1001, 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 of any department or agency of the United States

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

☆USGPO: 1976 — 780-505

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 13 1983
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

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

JUN 13 1983

Form 3109–5 (August 1973)

GPO 849-258

BUREAU OF LAND MANAGEMENT

WY-322

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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.

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

JUN 13 1983

BUREAU OF LAND MANAGEMENT

W-62791

[redacted] Federal [redacted]-28 Well
Bird w/1-349

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
USA-W-68454

Lease effective date
September 1, 1979

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

PART I

196922

RECORDED July 1 1983 8 AM
BOOK 68 Misc PAGE 353
FEES 6.00 COUNTY CLERK
DEPUTY COUNTY CLERK

1. Assignee's Name
MM&S Partners

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: SW/4SW/4
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, W. D. Anderson & Sons and Energetics, Inc. dated February 25, 1980.

3. Specify interest or percent of operating rights being conveyed to assignee	24.0833%
4. Specify interest or percent of operating rights being retained by assignor	75.9167%
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 [illegible] day of [illegible], 19[illegible], but made effective as of the date of first production from the Federal #10-28 well located in the NW/4 of Section 28, T27N-R111W, Sublette County, Wyoming.

Energetics, Inc.

(Assignor's Signature)

By: P. D. Maher, Executive Vice President

102 Inverness Terrace East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 1982

By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 26 1982
(Date)

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

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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 XXX 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 W56800.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee XX is ___ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this [illegible] day of [illegible], 19[illegible].

MM&S Partners

(Assignee's Signature)

102 Inverness Terrace East

(Assignee's Address)

By: P.D. Maher, Attorney in Fact

Englewood, Colorado 80112

(City) (State) (Zip Code)

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of September 1981, by P. D. Maher, Attorney-in-Fact for MM&S Partners.

Witness my hand and official seal.

My commission expires:
June 24, 1983

NOTARY PUBLIC

Notary Public

[illegible] regulations in 43 CFR 2.48(d)

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of September 1981, by P. D. Maher as Executive Vice President for Energetics, Inc.

Witness my hand and official seal.

My commission expires:
June 24, 1983

NOTARY PUBLIC

Notary Public

[redacted] [redacted] [redacted] [redacted]

ASSIGNMENT

WHEREAS, Cities Service Company, herein called Assignor, a Delaware corporation, the address of which is P. O. Box 300, Tulsa, Oklahoma 74102, successor in interest by merger with Cities Service Oil Company, is the owner of interests in the oil and gas leases and oil, gas and mineral leases described in Exhibit "A" which is attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of $1.00 (one dollar) and other good and valuable consideration, Assignor does hereby grant, convey, assign, transfer and deliver unto Cities Service Oil and Gas Corporation, a Delaware corporation, the address of which is P. O. Box 300, Tulsa, Oklahoma 74102, its successors and assigns, all of Assignor's right, title and interest in the leases described in Exhibit "A" hereto which leases are located in SUBLETTE County, State of Wyoming, together with all of Assignor's interest in personal property, machinery and equipment located thereon.

Assignor does hereby warrant title to the leases described herein to the extent and only to the extent of the warranty received by Assignor when Assignor acquired its interests in said leases.

Executed this 10th day of June, 1983.

CITIES SERVICE COMPANY

By: _____
Dean Athens, Attorney-In-Fact

STATE OF OKLAHOMA)
) ss. (Attorney-in-Fact)
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 10th day of June, 1983, by Dean Athens, as Attorney-in-Fact for Cities Service Company.

Witness my hand and official seal.

My commission expires:

December 15, 1986

Debra L. McClellan, Notary Public

196926

July 5 1983 8:30 A.M.
68 Deed PAGE 355
6th Fancy Yake COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

EXHIBIT "A"
Attached to Assignment of Leases
Sublette County, Wyoming

LEASE NUMBER:	4906792
DATE:	June 10, 1975
LESSOR:	Doyle D. Twitchell, et ux
LESSEE:	M. N. Adelman
RECORDING DATA:	Book 52, Page 218
LEASE NUMBER:	4906793 (4906792)
DATE:	June 13, 1975
LESSOR:	Ted Miller, et ux
LESSEE:	M. N. Adelman
RECORDING DATA:	Book 52, Page 216
LEASE NUMBER:	4907528
DATE:	September 7, 1979
LESSOR:	Steve Kanski, et ux
LESSEE:	Kenai Oil & Gas Inc., et al
RECORDING DATA:	Book 58, Page 197

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-35958

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Wm. J. A. Johnson
3325 Anaconda Tower, 555 17th Street
Denver, Colorado 80202
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Rita Johnson	P. O. Box 647 Englewood, Colorado 80151	1/4 of 1%

196927

RECORDED July 5 1983 8:44 AM
IN BOOK 68 Misc PAGE 357
FEES $4.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided one-quarter of one percent (1/4 of 1%)
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 110 West
Section 12: E½NE¼
Section 14: E½, SW¼

In witness whereof, the Assignor has caused this Assignment to be executed this 20th day of June, 1983, but, only to be effective as of January 1, 1983.

Containing 560.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83
Witnesses:

Wm J. A. Johnson

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 19 83, before me personally appeared Wm. J. A. Johnson the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
October 14, 1984

Notary Public
Residing in Denver, Colorado 80218
90 Corona Street

358

ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That JACK D. RICHARDSON of Pinedale, County of Sublette and State of Wyoming, grantor, for and in consideration of TEN DOLLARS ($10) and other good and valuable considerations in hand paid by F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, of Jackson, County of Teton and State of Wyoming, grantees, the receipt of which is hereby acknowledged and confessed, DOES HEREBY SELL, ASSIGN, TRANSFER, CONVEY and SET OVER unto the said grantees, TWENTY-FIVE PER CENT (25%) ROYALTY of all of the minerals, including oil and gas, produced and saved from the hereinafter described lands located in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the NW/4 of Section 10, Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

All of the NW/4 of said Section 10 WITH THE FOLLOWING EXCEPTION:

1- Beginning at the section corner common to Sections 3, 4, 9 and 10; thence North 00° 13' East, along the section line, a distance of 391.0 feet;

Thence South 74° 30' East, 1375.0 feet;

Thence South, 654.7 feet;

Thence South 89° 37' West, 1330.94 feet to the west line of Section 10;

Thence North 00° 04' East, along the section line a distance of 640.06 feet to the point of beginning;

Said tract contains approximately 140.6 acres;

TO HAVE AND TO HOLD unto the said grantees, F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, and to the survivor thereof, as tenants by the entirety, said land-

196934

RECORDED Jan 6 1983 8:00 AM
IN BOOK 258 Misc PAGE 358
FEES $5.00 Dorothy Gabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Steele

owners' royalty as above set forth, the said oil and gas so produced and saved from said lands to be delivered free of any cost or charge for production;

PROVIDED, NEVERTHELESS,

1- that the grantor RESERVES at all times hereafter the full, complete and exclusive control of the aforesaid lands and minerals;

2- that the grantor RESERVES the exclusive right of ingress and egress upon the aforesaid lands for the purpose of discovery, development and production of the aforesaid minerals;

3- that the grantor RESERVES the exclusive right to execute leases and agreements upon the aforesaid lands for the discovery, development and production of the aforesaid minerals;

4- that the grantor RESERVES all bonuses, bonus monies and considerations payable for the execution of leases and agreements upon the aforesaid lands for the discovery, development and production of the aforesaid minerals;

5- that the grantor RESERVES all rents and delay rents and delay rental monies and other considerations payable under any lease or agreement upon the aforesaid lands for the discovery, development and production of the aforesaid minerals;

6- that the royalty herein granted is a non-participating royalty and the grantee shall have no right

to participate in the execution of, the bonus and bonus monies payable for, nor the delay rents and delay rental monies to accrue under leases and agreements executed by the grantor upon the aforesaid lands and minerals.

WITNESS MY HAND this 1st day of July, 1983.

Jack D. Richardson
JACK D. RICHARDSON

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Jack D. Richardson this 1st day of July, 1983.

Witness my hand and official seal.

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

Faye Hammons
Notary Public

My commission expires: 11/22/83

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-20525

Lease effective date
May 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address (include zip code)
3555 Northwest 58th Street, Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 20 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 109 West
Section 3: Lots 1,2,3,4, S/2N/2, N/2S/2, S/2SW/4, SW/4SE/4
Section 4: Lots 1,2,3,4, S/2N/2, S/2 (All)

containing 1,243.28 acres, more or less, in Sublette County, Wyoming

Assignment approved as to lands described below

RECORDED July 5 1983 4:00 PM
IN BOOK 680-A PAGE 361
FEES $8.00 Lou J Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McKenzie

SAME LAND DESCRIPTION AS ITEM 2

196962

3. Specify ~~interest in percent of~~ assignor's record title interest being conveyed to assignee	10%
4. Specify ~~interest or percent of~~ record title interest being retained by assignor, if any	10%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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.

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 25th day of March, 19 83.

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)
Paul Messinger, Attorney-In-Fact

410 Seventeenth 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 JUN 01 1983

By Gloria M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 10 1983
(Date)

FOR ASSIGNEE

361

11876-1

3 of 7

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

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March , 1983, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20525.

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

On this 15th day of March, 1983, 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, 1986

Notary Public
444 Seventeenth Street, Suite 701
Denver, Colorado 80202

#29-1 Cutlass Unit/La RHM D-5723-1

RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20525.

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 20, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least forty-five (45) days in advance of the anniversary date 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, this Assignment shall be deemed effective as of April 5, 1982.

IT IS UNDERSTOOD AND AGREED that this Assignment Affecting Record Title to Oil and Gas Lease is made without warranty of title, either express or implied.

#29-1 Cutlass Unit/Land/RHM D-5723-1

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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-20525

Lease effective date
May 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address (include zip code)

5555 Northwest 58th Street, Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 20 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North - Range 109 West Section 5: Lots 1,2,3,4, S/2N/2, NE/4SE/4 containing 362.52 acres more or less, in Sublette County, Wyoming	196963 SAME LAND DESCRIPTION AS ITEM 2

RECORDED July 5 1983 4:00 P M
IN BOOK 68 Orig PAGE 364
FEES $8.00 Dana J Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McGuire

3. Specify interest or percentage signor's record title interest being conveyed to assignee	10%
4. Specify interest or percentage of record title interest being retained by assignor, if any	10%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.8%

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

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

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 25th day of March, 19 83.

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)
Paul Messinger, Attorney-In-Fact

410 Seventeenth 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 JUN 1 1983

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section

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.

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20525.

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

On this 25th day of March, 1983, 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, 1986

Notary Public
444 Seventeenth Street, Suite 701
Denver, Colorado 80202

#29-1 Cutlass Unit/Land/RHM

D-5723-1

366

RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-20525.

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 20, 1980, and to the terms and conditions of the described lease.

IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least forty-five (45) days in advance of the anniversary date 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, this Assignment shall be deemed effective as of April 5, 1982.

IT IS UNDERSTOOD AND AGREED that this Assignment Affecting Record Title to Oil and Gas Lease is made without warranty of title, either express or implied.

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)

RECEIVED
Mineral Dept.
DEC 20 1974

Alex Moisa
5515 Sheffield Avenue
Riverside, CA 92506

Name
Street
City
State
Zip Code

W 48517
(Serial Number)

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

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

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

T. 29 N., R. 112 W., 6th Prin. Mer.
Section 17: E½W½, SW¼NW¼, SW¼SE¼

BUREAU OF LAND MANAGEMENT
JUN 23 1983
To be a true and comparative copy of the official records on file
CERTIFIED

Lands in lease were not within a known geologic structure on date of lease issuance.

John P. Kennedy
Acting Area Geologist
For the Director
U. S. Geological Survey

Containing a total of	240.00	acres	Annual Rental . . . . . $ 120.00

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: JAN 1 1975

THE UNITED STATES OF AMERICA

196977

By Edward F. Welch
(Signature of Signing Officer)

ACTING Chief, Oil & Gas Section
(Title)

December 18, 1974
(Date)

RECORDED January 7 1983 9:00 AM
IN BOOK 68 Oil PAGE 367
FEES $10.00 Louis Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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ORIGINAL

LEASE TERMS

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

Sec. 2. The lessee agrees:

(a) Bonds.—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. (6) In lieu of any of the bonds described herein, the lessee may furnish 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 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) Diligent drilling. To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

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

Rentals.—To pay the lessor in advance an annual rental at the following rates

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

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

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

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

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (i) of this section, shall apply to the lands 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 on the participating acreage and rental shall be payable on 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 in effect on the effective date 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 prices 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 lessor be required to hold such royalty oil or other products 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) Provisions for 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 lands cannot be successfully operated under the terms hereof.

(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 specified 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 of the lease automatically terminate the lease by operation of law. Where the time for payment falls on a day in which the proper office 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 amount and quality of all products removed and sold from the lease, therefrom, and the amount used for production purposes or unavoidably lost, a plat showing development and improvements on the leased land, and such other reports concerning operations thereon as may be required by the lessor.

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

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

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

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

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

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) Assignment of oil and gas lease or interest therein.—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) Pipelines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) Lands patented with oil and gas deposits reserved to the United States.—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Reserved or segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) Protection of surface, natural resources, and improvements. The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying or removing fossils, historic or prehistoric ruins, and upon any partial or total relinquishment, or the termination or expiration of this lease, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) Overriding royalties.—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) Deliver premises in case of forfeiture.—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights of way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process, save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing requirements.*—It is agreed that the rate of prospecting and development 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 leases.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of machinery, etc., upon 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: *Provided*, 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 drilling, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sec. 433, Title 18 U.S.

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 1369
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT

Form 3109-5 (August 1973)

GPO 849-258

36 E

5/

No occupancy or other surface disturbance will be allowed within 1000 feet of the South Piney Creek.
This distance may be reduced when specifically approved in writing by the District Manager, BLM.

In order to minimize watershed damage exploration, drilling, and other development activity will be limited to the period from June 1 to February 28. 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 Manager, BLM.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT
Debra D Thompson

Form 3106–5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INT. BUREAU OF LAND MGMT. 1975 JAN -3 RECEIVED CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-48517

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

196978

1. A. LANSDALE
P. O. Box 68
Garden Grove, California 92642

RECORDED July 7 1983 9:00 A.M.
IN BOOK 68 Misc PAGE 371
FEES $10.00 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEldowney

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* January 1, 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

T. 29 N., R. 112 W., 6th Prin. Mer.
Section 17: E½W½, SW¼NW¼, SW¼SE¼

State of Wyoming
County of Sublette

Containing 240.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 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 2d day of January, 19 75

Alex Moisa
(Assignor's Signature)

5515 Sheffield Ave
(Assignor's Address)

Alex Moisa

Maria Moisa
Maria Moisa Wife

Riverside, California 92506
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective FEB 1 1975

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 3 1975
(Date)

371

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.*

ORIGINAL

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [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 2d day of January , 19 74

A. Lansdale
A. Lansdale (Assignee's Signature)

P. O. Box 68

Garden Grove, California 92642
(Address, include zip code)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 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.

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting [redacted] 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. [redacted] statements and written agreements, [redacted] later than fifteen (15) days after filing

CERTIFIED
to be a true and comparative copy
of the official records on file

JUN 23 1983

BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

I

POSTAGE AND FEES PAID
U.S. DEPARTMENT OF THE INTERIOR
INT 415

U.S.MAIL

48517

Form 3112-1 (May 1974)

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

Please print or type

MOISA — Last name
ALEX — First name
Middle initial

566-01-0716
Social Security or Taxpayer Number

Last name
First name
Middle initial

5515 SHEFFIELD AVE.
Street Address

RIVERSIDE, — City
CALIF. — State
92506 — Zip code

State WYOMING

Parcel Number applied for 170

The return of this card indicates that you were *not* successful in the drawing and your offer is rejected.

BUREAU OF LAND MANAGEMENT
JUN 23 1983
To be a true and comparative copy
of the official records on file
CERTIFIED

Debra Thompson

NONCOMPETITIVE OFFER TO LEASE FOR OIL & GAS

Undersigned offers to lease for oil and gas all or any portion of the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a muncipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 30 U.S.C. 184(d); (3) applicant has not filed any other entry card for the parcel involved; and (4) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110–2 or 3110–3, and the appropriate stipulations as provided in 43 CFR 3109.4–2 and the posted notice.

Signature of Applicant	Date	Signature of Applicant	Date
Wesley Morgan	OCT 22 1974		

INSTRUCTIONS

This card must be fully completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved.

If you are successful in the drawing, you will be required to pay the first year's rental of 50¢ per acre or fraction thereof prior to issuance of lease.

Other parties in interest – All interested parties must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Other parties in interest

Title 18 U.S.C. , Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

★GPO: 1974 — 781-399

STATE OF CALIFORNIA,

COUNTY OF ORANGE } ss.

ON January 2d - - - - - - - - - - - - , 19 74,
before me, the undersigned, a Notary Public in and for said State, personally appeared

ALEX MOISA and MARIA MOISA, his wife,

known to me,
to be the persons whose names are subscribed to the within Instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
D. MONIOS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires June 3, 1975

Notary Public in and for said State.

376

Form 3106–5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1976 MAR 11 AM 8:00
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-48517

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. WILLIAM S. SCHICKTANZ
Suite 1290
633 - 17th Street
Denver, Colorado 80202

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* January 1, 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

State of Wyoming
County of Sublette

T. 29 N., R. 112 W., 6th Prin. Mer.
Section 17: E½W½, SW¼NW¼, SW¼SE¼

Containing 240 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.)* Five (5%) percent of 8/8th's of Production.

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 6 day of January, 19 76

A. Lansdale — P. O. Box 68
(Assignor's Signature) (Assignor's Address)

A. Lansdale, a Widow

Garden Grove, California 92642
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

196979

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED July 7, 1983 9:00 AM
IN BOOK 68 Misc PAGE 376
FEES $10.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Assignment approved effective APR 1 1976

By Glenn W. Janssen
(Authorized Officer)

Chief, Oil & Gas Section

[redacted] 9 1976
(Title) (Date)

2272 [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1976 MAR 11 AM 10:00

RECEIVED
CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 4th day of March, 1976

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT

William S. Schicktanz
(Assignee's Signature)

WILLIAM S. SCHICKTANZ
Suite 204 - 555 17th Street
Denver, Colorado 80202
(Address, include zip code)

REASSIGNMENT RIDER

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor of its intention to do so at any time not less than thirty (30) days prior to the rental due date under said lease by written notice, properly deposited into the United States post office with sufficient postage, addressed to:

A. LANSDALE
P. O. Box 68
Garden Grove, California 92642

and in that event upon demand by said Assignor, said Assignee, its successors and assigns, will re-assign said lease, or the portion thereof on which it does not choose to pay said rentals, to said Assignor. In the absence of any such demand, however, no obligation on said Assignee, its successors and assigns, to re-assign said lease shall exist. A.L.

each assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalty, payment out of production, or similar interest or obligation created by assignor. Assignee should submit with assignment, or separately, a copy of each contract or other instrument creating such interest or obligation. Overriding royalties or payments out of production created by assignee may be required to be placed in escrow.

5. *Acreage limitations* — Assignee, including all parties in interest, may not hold more than 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. Assignment of undivided interests in a lease, or assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

GPO 854-983

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1976 MAR 11 AM 10: 00
RECEIVED
CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 4th day of March, 1976

CERTIFIED
to be a true and comparative copy of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT

William S. Schicktanz
(Assignee's Signature)

WILLIAM S. SCHICKTANZ
Suite 204 - 555 17th Street
Denver, Colorado 80202
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.
2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.
3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.
4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. Certification of assignee

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voti[redacted] 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 [redacted] no later than fifteen (15) days after f[redacted]gnment.

STATE OF CALIFORNIA,

COUNTY OF ORANGE } ss.

ON January 6th - - - - - - , 19 76,

before me, the undersigned, a Notary Public in and for said State, personally appeared

A. LANSDALE, a Widow

, known to me,

to be the person whose name is subscribed to the within Instrument, and acknowledged to me that She executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
D. MONIOS
Notary Public - California
PRINCIPAL OFFICE IN
ORANGE COUNTY
MY COMMISSION EXPIRES JUNE 3, 1979

Notary Public in and for said State.

380

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by Tarlock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1976 MAR 17 AM 10:00
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-48517

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

FARMLAND INTERNATIONAL ENERGY COMPANY - 50%
1212 First City East Building
Houston, Texas 77002

1. BARBER OIL EXPLORATION, INC. - 25%
2627 Tenneco Building
Houston, Texas 77002

RAINBOW RESOURCES, INC. - 25%
10 Lakeside Lane, 4704 Harlan
Denver, Colorado 80212

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* January 1, 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

Township 29 North, Range 112 West, 6th P.M.
Section 17: $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Containing 240.00 acres, more or less
Sublette County, Wyoming

196980

RECORDED July 7 1983 2:09 PM
IN BOOK 68 Misc PAGE 380
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

CERTIFIED
to be a true and comparative copy of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT
Debra S. Thompson

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of March, 19 76

William S. Schicktanz
(Assignor's Signature)

Suite 204 - 555 17th Street
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 29 1976
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106*

2303

[redacted] ORIGINAL

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT

Debra J. Hamilton

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of March, 19 76, personally appeared William S. Schicktanz

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 12-7-78

A. Bertine Kraemer
Notary Public

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally came the above named _____ _____ (who being by me duly sworn, did say that he is the _____

President of _____

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

Notary Public
Residing at:

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 12th day of March, 1976

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
RECEIVED
1976 MAR 17 AM 10 00

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT

[redacted] ([redacted]RT II ([redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

Corporate Qualifications filed in W-830

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.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
1976 MAR 17 AM 9 00

Executed this 12th day of March, 1976

BARBER OIL EXPLORATION, INC.

(Assignee's Signature)

2627 Tenneco Building
Houston, Texas 77002

(Address, include zip code)

CERTIFIED
to be a true and comparative copy
of the official records on file

JUN 23 1983

BUREAU OF LAND MANAGEMENT

Debra A. Hampton

384

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in M-065500

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 12 day of March, 1976

FARMLAND INTERNATIONAL ENERGY COMPANY

By: [signature]
(Assignee's Signature)

1212 First City East Building
Houston, Texas 77002
(Address, include zip code)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT
Debora S Hampden

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Five Percent of Eight-Eighths of Production (5% of 8/8ths)

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 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. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

William S. Schicktanz
(Assignor's Signature)

Suite 204 - 555 17th Street
(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

384

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1981 FEB 11 AM 7:45
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
BUDGET NO. 42–R1599

Lease Serial No. W 48517

Lease effective date
January 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

Williams Exploration Company

Address *(include zip code)*

One Williams Center, Tulsa, Oklahoma 74101

pw

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 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)

S. 30.

Township 29 North, Range 112 West, 6th P.M.
Section 17: E/2 W/2, SW/4 NW/4, SW/4 SE/4

Containing 240.00 acres, more or less
Sublette County, Wyoming

196981

RECORDED July 7 1983 9:00 A M
IN BOOK 68 Oil & Gas PAGE 386
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CERTIFIED
to be a true and complete copy
of the official records of
JUN 23 1983
BUREAU OF LAND MANAGEMENT
by Debra S. Thompson

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	0
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 BARBER OIL EXPLORATION, INC. day of DEC. 30 1980, 19 .

(Assignor's Signature)
VICE-PRESIDENT

1717 St. James Place, Suite 600
(Assignor's Address)

Houston, Texas 77056
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 1 1981

By [illegible] (Authorized Officer)

008891

Chief, Oil & Gas Section
(Title)

[illegible] 1981

PART II

U0880 1 ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 FEB 11 AM 7:45

RECEIVED
CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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, 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.

WILLIAMS EXPLORATION COMPANY

Executed this day of DEC 30 1980 19 .

J. A. Seagraves
(Assignee's Signature)

VICE PRESIDENT

One Williams Center
(Assignee's Address)

Tulsa, Oklahoma 74101
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT
Debra K Hamilton

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STATEMENT OF ATTORNEY-IN-FACT

I, Joe Gill, the Attorney-in-Fact who executed this Request for Approval of Assignment of United States Oil and Gas Lease bearing serial number W-48517 on behalf of Williams Exploration Company do hereby certify that there is no agreement or understanding between Williams Exploration Company and me, or with any other person, association, corporation, or other legal entity, either written or oral, by which I or any other person, association or corporation or legal entity has received or is to receive any interest in said lease, including royalty interest thereunder or interest in any operating agreement affecting same. Evidence of Power of Attorney is filed under BLM-066100 and W-56800 and such authority is still in force and effect.

1981 FEB 11 AM 11 45
RECEIVED
CHEYENNE, WYOMING

Executed this 28th day of January, 1981.

Joe Gill

JOE GILL

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 23 1983
BUREAU OF LAND MANAGEMENT
Debra J. Johnson

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-60620 Tract 1

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That American Quasar Petroleum Co. of New Mexico
1700 Broadway, Suite 707
Denver, CO 80290
, 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
Stuart McKinley	P. O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

196983

RECORDED July 7 1983 2:00 PM
IN BOOK 68 Ovr PAGE 389
FEES $4.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLewis

Being in all a total of an undivided 3% of 31.6666% in Deep Rights in lands described below.....
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 5: Lot 4
Section 6: Lots 1,2, S½NE¼, SE¼
Section 7: E½
Section 18: SE¼

Below the Dakota Formation.

Containing 779.12 acres, more or less.

WITNESS our hands this 29th day of June, 19 83

Witnesses:

Marcy A. Baird, Assistant Secretary

F. W. McWilliams, Attorney in Fact

STATE OF Colorado }
COUNTY OF Denver } ss.

On the 29th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney in Fact of American Quasar Petroleum Co. of New Mexico the signor of the above instrument, who duly acknowledged to me that McWilliams executed the same.

Kim J. Mohlenhoff
Notary Public - Kim J. Mohlenhoff

My commission expires: 12-6-86

Residing in 1700 Broadway, #707
Denver, Co 80290

3

390

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-60620, Tract #1

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707
Denver, Colorado 80290
, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming	3% of 31.6666%

196984

RECORDED July 7 1983 2:00 PM
IN BOOK 68 O+S PAGE 378
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 31.6666% in shallow rights in lands described below overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 5: Lot 4
Section 6: Lots 1, 2, S½NE¼, SE¼
Section 7: E½
Section 18: SE¼

Above the Dakota Formation

Containing 779.12 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird, Asst. Secretary

F. W. McWilliams, Attorney-in-Fact

STATE OF Colorado
} ss.
COUNTY OF Denver

On the 20th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signer of the above instrument, who duly acknowledged to me that F.W. McWilliams executed the same.

Kim J. Mohlenhoff
Notary Public
Kim J. Mohlenhoff

My commission expires:

Dece[redacted] 1986

[redacted]; in 1700 Broadway, Suite [redacted]
Denver, CO 80290

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE.....W-60620 Tract 2...

DISTRICT LAND OFFICE.....Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That....American Quasar Petroleum Co. of New Mexico.....
1700 Broadway, Suite 707
Denver, CO 80290
....., 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
Stuart McKinley	P. O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

196985

RECORDED July 7 1983 2:00 P.M
IN BOOK 68 Misc PAGE 391
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 31.6666% in Deep Rights in lands described below.
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in.....Sublette.....County, State of.....Wyoming....., under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 9: SE¼SE¼

Below the Dakota Formation

Containing....40.00.....acres, more or less.

WITNESS our hands this.....29th.....day of.....June....., 19....83...

Witnesses:

Marcy A. Baird

Marcy A. Baird, Assistant Secretary

F. W. McWilliams

F. W. McWilliams, Attorney in Fact

STATE OF Colorado
} ss.
COUNTY OF Denver

On the 29th day of June, 19 83, before me personally appeared F. W. McWilliams as Attorney in Fact for American Quasar Petroleum Co. of New Mexico the signor of the above instrument, who duly acknowledged to me that McWilliams executed the same.

Kim J. Mohlenhoff
Notary Public - Kim J. Mohlenhoff

My commission expires:
12-6-86

Residing in 1700 Broadway, #707
Denver, Co 80290

391

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-60620 Tr. 2

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, 1700 Broadway, Suite 707, Denver, Colorado 80290, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 15.8333%

196986

RECORDED July 7 1983 2:00 PM
IN BOOK 68 Ores PAGE 392
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Being in all a total of an undivided 3% of 15.8333% in shallow rights of Section 9: SE¼SE¼ overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 9: SE¼SE¼

Above the Dakota Formation.

Containing 40.00 acres, more or less.

WITNESS our hands this 20th day of June, 1983

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 1983, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signor of the above instrument, who duly acknowledged to me that F.W. McWilliams executed the same.

Kim J. McDonald
Notary Public

My commission expires:

De[redacted]6, 1986

[redacted]g in 1700 Broadway, Suite [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE.....W-49322.....

DISTRICT LAND OFFICE.....Cheyenne, Wyoming...

KNOW ALL MEN BY THESE PRESENTS, That.....
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290
....., 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

196987

RECORDED July 7 1983 2:00 P.M.
IN BOOK 68 Oil & G PAGE 393
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 31.6666% in deep rights in Section 9: N½
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in.....Sublette.....County, State of.....Wyoming....., under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 9: N½

Below the Dakota Formation.

Containing 320.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney-in-Fact
the signer of the above instrument, who duly acknowledged to me that F. W. McWilliams executed the same.

Kim J. Mahlenhaff
Notary Public

My commission expires:
December 6, 1986

Residing in 1700 Broadway, Suite 707
Denver, CO 80290

393

394

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-49322

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290
, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 15.8333%

196988

RECORDED June 7 1983 2:00 PM
IN BOOK 68 Misc PAGE 394
FEES $4.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

Being in all a total of an undivided 3% of 15.8333% of shallow rights in Section 9: N½
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 9: N½

Above the Dakota Formation.

Containing 320.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 1983, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signor of the above instrument, who duly acknowledged to me that F.W. McWilliams executed the same.

Kim J. Mahlenhaff
Notary Public

My commission expires:

Dec [redacted], 1986

[redacted] in 1700 Broadway, Suite [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE....W-60620, Tract #2...

DISTRICT LAND OFFICE.....Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That....AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707
Denver, Colorado 80290
....., 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
Stuart McKinley	P.O. Box 88 Daniel, WY 83115	3% of 31.6666%

196989

RECORDED July 7 1983 3:00 P M
IN BOOK 68 Ox A PAGE 395
FEES $4.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Being in all a total of an undivided.....3% of 31.6666% in deep rights.....
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in.....Sublette.....County, State of.....Wyoming....., under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 17: All

Below the Dakota Formation

Containing.....640.00.....acres, more or less.

WITNESS our hands this.....29th.....day of.....June....., 19..83.....

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF Colorado }
COUNTY OF Denver } ss.

On the 30th day of June, 19..83.., before me personally appeared F. W. McWilliams, Attorney-in-Fact
the signor... of the above instrument, who duly acknowledged to me that F.W. McWilliams executed the same.

Kim J. Mohlenhoff

Notary Public
Kim J. Mohlenhoff
Residing in.....1700 Broadway, Suite 707.....
Denver, CO 80290

My commission expires:
December 6, 1986

395

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-60620 Tract 2

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That American Quasar Petroleum Co. of New Mexico
1700 Broadway, Suite 707
Denver, CO 80290
, 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
Stuart McKinley	P. O. Box 88 Daniel, Wyoming 83115	3% of 15.8333%

196990

RECORDED July 7 1983 2:00 PM
IN BOOK 68 Ox PAGE 396
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 15.8333% in Shallow Rights as to lands described below.
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 17: All

Above the Dakota Formation

Containing 640.00 acres, more or less.

WITNESS our hands this 29th day of June, 19 83

Witnesses:

Marcy A. Baird

Marcy A. Baird, Assistant Secretary

F. W. McWilliams

F. W. McWilliams, Attorney in Fact

STATE OF Colorado
} ss.
COUNTY OF Denver

On the 29th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney in Fact for American Quasar Petroleum Co. of New Mexico the signor of the above instrument, who duly acknowledged to me that executed the same.

My commission expires: [redacted]

Kim J. Mohlenhoff
Notary Public Kim J. Mohlenhoff

R [redacted] in 1700 Broadway, [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-60620 Tract # 2

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707
Denver, Colorado 80290
, 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
Stuart McKinley	P.O. Box 88 Daniel, WY 83115	3% of 15.8333%

196991

RECORDED July 7 1983 2:00 P M
IN BOOK 68 Oil PAGE 397
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shine

Being in all a total of an undivided 3% of 15.8333% in shallow rights as to N½ of Section 17, Township 29 North, Range 114 West ONLY overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 17: N½

Above the Dakota Formation

Containing 320.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird
Marcy A. Baird, Asst. Secretary

F. W. McWilliams
F. W. McWilliams, Attorney-in-Fact

STATE OF Colorado }
COUNTY OF Denver } ss.

On the 20 day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signor of the above instrument, who duly acknowledged to me that F.W. McWilliams executed the same.

Kim J. Mohlenhoff
Notary Public
Kim J. Mohlenhoff
Residing in 1700 Broadway, Suite 707
Denver, CO 80290

My commission expires:
December 6, 1986

397

378

Mc Kinley

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-59398

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That American Quasar Petroleum Co. of New Mexico
United Bank Tower, 1700 Broadway, Suite 707, Denver, Colorado 80290
, 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
Stuart M. McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

196992

RECORDED July 7 1983 2:00 P M
IN BOOK 68 Oil & Gas PAGE 398
FEES $4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Stine

Being in all a total of an undivided 3% of 31.6666% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 18: NE¼

Containing 160 acres, more or less.

WITNESS our hands this 8th day of June, 1983

Witnesses:
Nancy A. Baun

American Quasar Petroleum Co. of New Mexico
BY: F. W. McWilliams
F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 1983, before me personally appeared F. W. McWilliams, as Attorney-in-Fact for American Quasar Petroleum Co. of New Mex the signor of the above instrument, who duly acknowledged to me that executed the same.

Notary Public

My commission expires:
[redacted] 12-16-86 [redacted]ng in 1700 Broadway [redacted]7

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-54161

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 15.8333%

196993

RECORDED July 7 1983 2:00 P M
IN BOOK 68 Oil & Gas PAGE 399
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 15.8333% in shallow rights in Section 19: E½ overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 19: E½

Above the Dakota Formation.

Containing 320.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird

F. W. McWilliams

Marcy A. Baird, Asst. Secretary

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 1983, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signer of the above instrument, who duly acknowledged to me that F. W. McWilliams executed the same.

Kim J. Mohlenhoff
Notary Public

My commission expires:

December 6, 1986

Residing in 1700 Broadway, Suite 707
Denver, CO 80290

399

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-54161 DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290
, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

196994

FILED July 7 1983 2:00 P M
BOOK 68 Ovr PAGE 405
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 31.6666% in deep rights in Section 19: E½
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 19: E½

Below the Dakota Formation.

Containing 320.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signer of the above instrument, who duly acknowledged to me that F. W. McWilliams executed the same.

Kim J. McKenhoff
Notary Public

My commission expires:

Dec [redacted] 6, 1986

[redacted] g in 1700 Broadway, Suite [redacted]
Denver, CO 80290

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-59398

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290
, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

196995

RECORDED July 7 1983 2:00 P M
IN BOOK 68 O&G PAGE 401
FEES $ 4.00 Lavon Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Rhine

Being in all a total of an undivided 3% of 31.6666% in all but shallow rights in Sec. 20: All overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 20: All

Below the Dakota Formation.

Containing 640.00 acres, more or less.

WITNESS our hands this 20th day of June, 1983

Witnesses:

Marcy A. Baird

F. W. McWilliams

Marcy A. Baird, Asst. Secretary

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 1983, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signer of the above instrument, who duly acknowledged to me that F. W. McWilliams executed the same.

Kim J. McClendon
Notary Public

My commission expires:

December 6, 1986

Residing in 1700 Broadway, Suite 707
Denver, CO 80290

401

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-59398

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 15.8333%

196996

RECORDED July 7 1983 2:00 P M
IN BOOK 68 Deed PAGE 402
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 15.8333% in shallow rights in Section 20: All overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 20: All

Above the Dakota Formation.

Containing 640.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird, Asst. Secretary

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signor of the above instrument, who duly acknowledged to me that F.W. McWilliams executed the same.

Notary Public

My commission expires:

De[redacted] 6, 1986

[redacted]g in 1700 Broadway, Suite [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-60621

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

196997

RECORDED July 7 1983 2:00 PM
IN BOOK 68 Misc PAGE 403
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 31.6666% of deep rights in the lands described below. overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 21: All
Section 28: All

Below the Dakota Formation.

Containing 1,280.00 acres, more or less.

WITNESS our hands this 20th day of June, 1983

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 1983, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signor of the above instrument, who duly acknowledged to me that F. W. McWilliams executed the same.

Kim J. McKendall
Notary Public

My commission expires:
December 6, 1986

Residing in 1700 Broadway, Suite 707
Denver, CO 80290

403

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE.....W-60621.....

DISTRICT LAND OFFICE.....Cheyenne, Wyoming..

KNOW ALL MEN BY THESE PRESENTS, That.....
.....AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
.....1700 Broadway, Suite 707, Denver, Colorado 80290
....., 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 15.8333%

196998

RECORDED July 7 1983 2:00 PM
IN BOOK 68 Misc PAGE 404
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

Being in all a total of an undivided.....3% of 15.8333% in shallow rights in the lands described .....below.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in.....Sublette.....County, State of.....Wyoming....., under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 21: All
Section 28: All

Above the Dakota Formation

Containing....1,280.00.....acres, more or less.

WITNESS our hands this.....20th.....day of.....June....., 19.....83

Witnesses:

.....Marcy A. Baird.....
Marcy A. Baird, Asst. Secretary

.....F. W. McWilliams.....
F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the.....20th.....day of.....June....., 19.....83....., before me personally appeared .....F. W. McWilliams, Attorney-in-Fact..... the signor..... of the above instrument, who duly acknowledged to me that F. W. McWilliams executed the same.

.....Kim J. McDonald.....
Notary Public

My commission expires:

Dec[redacted]6, 1986

[redacted]g in 1700 Broadway, Suite [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE.....W-54162.....

DISTRICT LAND OFFICE.....Cheyenne, Wyoming...

KNOW ALL MEN BY THESE PRESENTS, That.....
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290
....., 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 15.8333%

196999

RECORDED July 7 1983 2:00 P M
IN BOOK 68 Or. S PAGE 403
FEES $4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

Being in all a total of an undivided 3% of 15.8333% in shallow rights as to NE¼ of Section 29 .....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in.....Sublette.....County, State of.....Wyoming....., under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 29: NE¼

Above the Dakota Formation.

Containing.....160.00.....acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney-in-Fact
the signer of the above instrument, who duly acknowledged to me that F. W. McWilliams executed the same.

My commission expires:

December 6, 1986

Kim J. Mahlenhoff
Notary Public

Residing in 1700 Broadway, Suite 707
Denver, CO 80290

405

406

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-54162

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway, Suite 707, Denver, Colorado 80290
, 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
Stuart McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 31.6666%

197000

RECORDED July 7 1983 2:00 P M
IN BOOK 68 Ord PAGE 406
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 3% of 31.6666% in deep rights as to NE¼ of Section 29 overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West
Section 29: NE¼

Below the Dakota Formation.

Containing 160.00 acres, more or less.

WITNESS our hands this 20th day of June, 19 83

Witnesses:

Marcy A. Baird

Marcy A. Baird, Asst. Secretary

F. W. McWilliams

F. W. McWilliams, Attorney-in-Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 20th day of June, 19 83, before me personally appeared F. W. McWilliams, Attorney-in-Fact the signor of the above instrument, who duly acknowledged to me that F.W. McWilliams executed the same.

Kim J. Mohlenhoff
Notary Public

My commission expires:

De[redacted] 6, 1986

[redacted]g in 1700 Broadway, Suite [redacted]

TFS-W-0823
Producers 88 Spec.– U

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 7th day of June, 1983 by and between

Evelyne W. Johansen and Dean Johansen, wife and husband
1550 South 500 West
of Mount Pleasant, Utah 84647, hereinafter called lessor (whether one or more) and

Thomas F. Stroock
of P.O. Box 2875, Casper, WY 82602, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten and More---------- DOLLARS

($ 10.00+), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming described as follows, to-wit

Township 29 North, Range 111 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: Lot 7

Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8

SEE ATTACHED RIDER FOR OPTION TO RENEW

E.J. Dep

~~XXXXXXXX XXXXXXXX XXXXXX~~ five 11/10/83 / / and containing 307.48 gross acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XX~~ years from ~~XXXXXX~~, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before ~~XXXXXXXXXXXXXXXXXXXX~~ 11/10/84 this lease shall terminate as to both parties, unless the lessee on or before the ~~XXXXX~~ 11/10/84 shall pay or tender to the lessor or to the lessor's credit in the Bank of Ephraim ~~XXXX~~ at Ephraim, Utah 84627, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seven and 48/100 ---11/10/84---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from ~~XXXXX~~ 11/10/84. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

~~XXXXXXXXXXXXXXXXXXX

408

RIDER

Attached hereto and made a part hereof oil and gas lease dated June 7, 1983 bearing effective date of November 10, 1983, running from Evelyne W. Johansen and Dean Johansen, wife and husband, Lessors, to Thomas F. Stroock, Lessee.

Lessee, his heirs, successors or assigns, is hereby granted the exclusive option to extend the primary term of this lease, subject to all the terms and conditions contained herein, for an additional period of five years, which shall be until November 10, 1993. Lessee may exercise this option by paying the lessor, his successors or assigns, a cash consideration of twenty dollars ($20.00) per net mineral acre, which cash consideration shall be paid and automatically accepted by depositing the proper sum of money in the depository bank named herein, any time before November 10, 1988.

Signed for identification:

Evelyne W. Johansen

Dean Johansen

STATE OF [redacted] }
COUNTY OF SANPETE } ss.

Oklahoma, [redacted] New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of June, 19 83, personally appeared Evelyne W. Johansen and Dean Johansen, wife and husband

and

, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Nov. 27, 1983

Notary Public.

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

WHEREAS, a certain Oil and Gas Lease (the "Lease"), bearing Serial Number W-63494, has been granted by the UNITED STATES OF AMERICA, as Lessor, to Maurice Oil, Inc., as Lessee, covering the following described land (the "Subject Lands") located in Sublette County, Wyoming:

T-30-N, R-114-W, 6th Prin Mer.

Section 14: NW¼NE¼, NE¼NW¼, E½SE¼.

containing 160 acres, more or less.

RECORDED July 8, 1983 8:00 A.M.
IN BOOK 68 Oil PAGE 410
FEES $8.00 Lorraine Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

197003

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Maurice Oil, Inc., ("Assignor"), does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY to Horsens, Inc. 10026 Parkford Dallas, Texas 75238 (hereinafter called "Assignee"), Assignee's heirs, devisees, personal representatives, successors and assigns, the following overriding royalties in the oil, gas and other hydrocarbons produced from the Subject Lands under and pursuant to the Lease:

(a) On oil, an overriding royalty equal to 2.25% of 100% of all oil which may be produced, save and sold from Subject Lands under and pursuant to the Lease, delivery of such oil to be made free of cost (except taxes, as hereinafter mentioned) into storage tanks provided by Assignee, or to Assignee's credit into the pipeline to which the wells on Subject Lands may be connected; and

(b) On gas (including casinghead gas and other gaseous or vaporous substances) produced from Subject Lands under and pursuant to the Lease and sold by Assignor, an overriding royalty equal to 2.25% of 100% of the amount realized by Assignee from such sale, computed at the mouth of the well; and

(c) On gas (including casinghead gas and other gaseous or vaporous substances) produced from Subject Lands under and pursuant to the Lease and utilized by Assignor in the manufacture of gasoline or other products therefrom, an overriding royalty of 2.25% of 100% of the amount realized by

5.00

by Assignor from the sale of such gasoline or other products extracted therefrom, computed at the mouth of the well, and 2.25% of 100% of the amount realized by Assignor from the sale of residue gas, computed at the mouth of the well.

Fuel oil and gas for operating Subject Lands, and for treating and handling products therefrom (and the proportionate part of fuel oil and gas consumed in a central plant, should Subject Lands, or any part thereof, be operated jointly with other premises through the use of such plant) shall be deducted before such overriding royalties on oil, gas and other hydrocarbons are computed.

The overriding royalties herein conveyed to Assignee shall bear a pro rata part of all production, severance and similar taxes levied and assessed on the oil, gas and other hydrocarbons produced from Subject Lands or measured thereby or by the value thereof.

If the Lease covers less than the entire oil, gas and other hydrocarbon estate under any part of the Subject Lands, then the overriding royalties herein conveyed on the production therefrom will, as to such part of the Subject Lands, be payable to Assignee only in the proportion that the oil, gas and other hydrocarbon estate covered by the Lease bears to the entire oil, gas and other hydrocarbon estate in such part of the Subject Lands.

Operations, if any, on the Subject Lands, and the extent and duration thereof, as well as the preservation of the leasehold estate created under the Lease by the payment of delay rentals, shut-in royalties or otherwise, shall be solely at the will of Assignor, its successors and assigns.

This Assignment of Overriding Royalty Interest is made without warranty, express or implied.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall constitute covenants running with the respective estates of the parties in the leasehold interest above described.

IN WITNESS WHEREOF, this instrument is executed the 22nd day of April, 1983.

MAURICE OIL, INC.

BY: _____

Michael Boswell
Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public, in and for The State of Texas, on this day personally appeared MICHAEL BOSWELL, as Attorney-in-Fact, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MAURICE OIL, INC. 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 APRIL, 1983.

SUZY B. HECK
Notary Public, State of Texas
My Comm. Expires Mar. 18, 1984

_____
Notary Public in and for
The State of Texas

413

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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-62803

Lease effective date
November 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

OCT 1982
RECEIVED
AMERICAN QUASAR PETROLEUM CO.
FT. WORTH, TEX.

PART I

1. Assignee's Name

See Attached Rider

Address *(include zip code)*

The undersigned, as owner of percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 29 North, Range 114 West Section 6: Lots 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼ Section 7: Lots 1, 2, 3, 4, E½W½ Section 18: Lots 1, 2, 3, 4, E½W½ Section 26: E½, E½NW¼, SW¼NW¼, SW¼	197039 **SAME LAND DESCRIPTION AS ITEM 2**

RECORDED July 11 1983 8:00 AM
IN BOOK 68 Misc PAGE 413
FEES $17.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	88%
4. Specify interest or percent of record title interest being retained by assignor, if any	12%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8% by Prior Assignment 5% By attached Assignment of overriding Royalty — 13%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 25th day of June , 1982 .

John J. Christmann
(Assignor's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(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 SEP 1 1982

By Alma M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 28 1982

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed 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 28th day of July , 1982 .

F. W. McWilliams, Attorney in Fact
(Assignee's Signature)

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
1700 Broadway Suite 707
(Assignee's Address)

Denver (City) CO (State) 80290 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF: Wyoming
COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 25 day of June , 1982, by John J Christmann

Witness my hand and official seal.

My Commission expires: 7-20-85

CAROL V. KRAL NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Carol V. Kral
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 the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

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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.

Flag-Redfern Oil Company
P.O. Drawer 2280
Midland, Texas 79701

12%

Vernon T. Delgado
P.O. Box 66
Pinedale, Wyoming 82941

12%

Sherman H. Norton
Lubbock National Bank Bldg.Suite 606
Lubbock, Texas 79401

4%

Mesa Petroleum Company
P.O. Box 2009
Amarillo, Texas 79189

26.6667%

American Quasar Petroleum Co.
Ft. Worth National Bank, Suite 2500
Fort Worth, Texas 76102

33.33333%

NOTE!!
All Notices and Correspondence regarding this lease should be sent to:

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401

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, $25.00

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 25 day of June, 1982

ATTEST:

Dale Stice
Dale Stice, Asst. 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 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.)

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.

Sherman H. Nobles
(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.

[redacted] PA[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 28 day of June, 1982

Vernon T. Delgado
(Assignee's Signature)

P.O. Box 66
(Assignee's Address)

Lincoln, 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 record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and of 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 419

ASSIGNEE - REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 16 day of July , 1982 .

MESA PETROLEUM CO.

Vice President (Assignee's Signature)

P. O. Box 2009
(Assignee's Address)

ATTEST:

By: Michael L. Moore
Assistant Secretary

Amarillo (City) TX (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* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

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.

[redacted] [redacted] [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

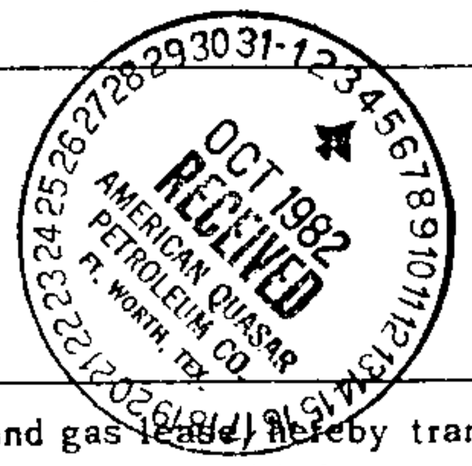
ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-54163

Lease effective date
April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.



PART I

1. Assignee's Name

See Attached Rider

Address *(include zip code)*

The undersigned, as owner of percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 29 North, Range 114 West, 6th P.M. Section 23: E½ Containing 320.00 acres m/l Sublette County, Wyoming	197040 **SAME LAND DESCRIPTION AS ITEM 2**

RECORDED July 11 1983 8:00 AM
IN BOOK 68 Misc PAGE 420
FEES $17.00 Lana J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	88%
4. Specify interest or percent of record title interest being retained by assignor, if any	12%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% by Prior Assignment 5% by Attached Assignment of overriding royalty — 10%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 25th day of June , 19 82.

John J. Christmann
(Assignor's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL PIONEER BLDG.
(Assignor's Address)
1500 BROADWAY
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.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By Glenna W. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 28 1982
(Date)

420

FOR ASSIGNEE WY047-29

4/21

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 ☒ 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 28th day of July , 1982 .

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

(Assignee's Signature)

1700 Broadway Suite 707
(Assignee's Address)

F. W. McWilliams, Attorney in Fact

Denver (City) CO (State) 80290 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF: Wyoming
COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 25 day of June, 1982, by John J. Christmann

Witness my hand and official seal.

My Commission expires: 7-20-85

CAROL V. ERICH NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Carol V. Erich
Notary Public

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(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 and provisions of 43 CFR 3106.

Flag-Redfern Oil Company
P.O. Drawer 2280
Midland, Texas 79701

12%

Vernon T. Delgado
P.O. Box 66
Pinedale, Wyoming 82941

12%

Sherman H. Norton
Lubbock National Bank Bldg. Suite 606
Lubbock, Texas 79401

4%

Mesa Petroleum Co.
P.O. Box 2009
Amarillo, Texas 79189

26.66667%

American Quasar Petroleum Co.
Ft. Worth National Bank, Suite 2500
Fort Worth, Texas 76102

33.33333%

NOTE!!
All Notices and Correspondence regarding this lease should be sent to:

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401

HDH 1-162

423

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, $25.00

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 25 day of June, 1982

ATTEST:

Dale Stice
Dale Stice, Asst. 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 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.)

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

Sherman H. Marlow
(Assignee's Signature)

606 Lubbock National Bank Building
(Assignee's Address)

Lubbock, TX 79401
(City) (State) (Zip Code)

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 28 day of June, 19 82.

Vernon T. Delgado
(Assignee's Signature)

P.O. 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 record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 16 day of July, 1982.

MESA PETROLEUM CO.

K. Kirsch

Vice President (Assignee's Signature)

P. O. Box 2009

(Assignee's Address)

ATTEST:

By: Michael J. Moore
Assistant Secretary

Amarillo (City) TX (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* – 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.

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AUTHORITY: 30 U.S.C. 181 et. seq.

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ROUTINE USES:

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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. 4/26

427

19—

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-69874

Lease effective date
1-1-80

FOR BLM OFFICE USE ONLY

New Serial No.

OCT 1982
RECEIVED
AMERICAN QUASAR PETROLEUM CO.
FT. WORTH, TEX.

PART I

1. Assignee's Name

See Attached Rider

Address *(include zip code)*

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 114 West
Section 19: Lots 1,2,3,4
E½SW¼, NE¼SE¼, S½SE¼
Section 20: NW¼, NW¼SE¼
Section 28: N½
Section 29: ALL
Section 30: N½NE¼, SW¼NE¼, SE¼
Section 31: E½E½

Containing 1958.80 acres, more or less
Sublette County, Wyoming

197041

Assignment approved as to lands described below

RECORDED July 11, 1983 8:00 AM
IN BOOK 68 Misc PAGE 427
FEES $19.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stuart

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	90%
4. Specify interest or percent of record title interest being retained by assignor, if any	10%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any — See attached assignment of overriding royalty	1.6667%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. See attached statement as to Oil & Gas payment reserved by J.T. Lykes in previous assignment.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 25th day of June, 19 82.

John J. Christmann
(Assignor's Signature)

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401
(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 SEP 1 1982

By Glenna W. Jane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 28 1982
[redacted]te)

[redacted] PART [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 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 28th day of July , 1982 .

F. W. McWilliams

(Assignee's Signature)

F. W. McWilliams, Attorney in Fact

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

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.

INSTRUCTIONS

STATE OF: Wyoming
COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 25 day of June, 1982, by John J. Christmann

Witness my hand and official seal.

My Commission expires:
7-20-85

Carol V. Krail
Notary Public

CAROL V. KRAIL NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

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.
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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.

4/28

Flag-Redfern Oil Company
P.O. Drawer 2280
Midland, Texas 79701

10%

Vernon T. Delgado
P.O. Box 66
Pinedale, Wyoming 82941

10%

Sherman H. Norton
Lubbock National Bank Bldg. Suite 606
Lubbock, Texas 79401

3.33333%

Mesa Petroleum Co.
P.O. Box 2009
Amarillo, Texas 79189

33.33333%

American Quasar Petroleum Co.
Ft. Worth National Bank, Suite 2500
Fort Worth, Texas 76102

33.33333%

NOTE!!
All Notices and Correpsondence regarding this lease should be sent to:

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401

Assignor hereby excepts an[illegible]reserves an obligation equal to 10,000 per acre or the number of acres assignedhereby, the same to be paid out of five percent (5%) of the market value at the wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions or renewals thereof. In any event, this production payment will terminate when 90% of the estimated recoverable reserves have been produced. If there is any disagreement as to when this 90% cut-off point has been reached, the production payment holder will appoint a petroleum engineer and the producer will appoint a petroleum engineer to reach an agreement, but if they are unable to do so, the two engineers will appoint a third independent petroleum engineer to determine a solution. All payments made on account of said obligation shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor under the terms of said lease are computed and paid. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or any acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date 1/6/81 Signed for Identification

HDH 1-162

4/31

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, $25.00

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 25 day of June, 1982

ATTEST:

Dale Stice, Asst. 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 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.)

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

Thurman K. Parker
(Assignee's Signature)

606 Lubbock National Bank Building
(Assignee's Address)

Lubbock, TX 79401
(City) (State) (Zip Code)

4/33

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 such 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.

Vernon T. Delgado
(Assignee's Signature)

P.O. 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 record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 *et. seq.*

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 16 day of July, 1982.

MESA PETROLEUM CO.

J. K. Person
Vice President (Assignee's Signature)

P. O. Box 2009
(Assignee's Address)

ATTEST: MESA PETROLEUM CO. 1969 DELAWARE

By: Michael J. Moore
Assistant Secretary

Amarillo (City) TX (State) 79189 (Zip Code)

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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.

454

435

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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-69890

Lease effective date
January 1, 1980

FOR BLM OFFICE USE ONLY

New Serial No.

OCT 1982
RECEIVED
AMERICAN QUASAR PETROLEUM CO.
FT. WORTH, TEX.

PART I

1. Assignee's Name

See Attached Rider

Address *(include zip code)*

The undersigned, as owner of 93.75 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 30 North, Range 115 West, 6th P.M.

Section 14: NW¼, N½SE¼
Section 22: W½
Section 27: W½
Section 34: ALL
Section 36: Lots 1,2,3,4, W½E½, W½

Sublette County, Wyoming
Containing 2155.20 acres, more or less

Assignment approved as to lands described below

RECORDED July 11 1983 8:00 AM
IN BOOK 68 Misc PAGE 435
FEES $17.00 Lois J. Yuke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

SAME LAND DESCRIPTION AS ITEM 2

197042

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	84.375
4. Specify interest or percent of record title interest being retained by assignor, if any	9.375
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any See Attached Assignment of overriding royalty	1.5625%

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 undet 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 25th day of June , 19 82.

John J. Christmann
(Assignor's Signature)

JOHN J. CHRISTMANN
(Assignor's Name Printed)
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
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.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By Alma M. Jaec
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 28 1982
(Date)

[redacted]

[redacted] PART II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [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 28th day of July , 19 82.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

F. W. McWilliams
(Assignee's Signature)

1700 Broadway Suite 707
(Assignee's Address)

F. W. McWilliams, Attorney in Fact

Denver CO 80290
(City) (State) (Zip Code)

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INSTRUCTIONS

STATE OF: Wyoming
COUNTY OF: Sublette

The foregoing instrument was acknowledged before me, this 25 day of June, 1982, by John J. Christmann

Witness my hand and official seal.

My Commission expires:
7-20-85

Carol V. Teal
Notary Public

connection with information required by this assignment/request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

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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.

Flag-Redfern Oil Company P.O. Drawer 2280 Midland, Texas 79701	9.375%
Vernon T. Delgado P.O. Box 66 Pinedale, Wyoming 82941	9.375%
Sherman H. Norton Lubbock National Bank Bldg.Suite 606 Lubbock, Texas 79401	3.125%
Mesa Petroleum Company P.O. Box 2009 Amarillo, Texas 79189	31.25%
American Quasar Petroleum Co. Ft. Worth National Bank, Suite 2500 Fort Worth, Texas 76102	31.25%

NOTE!!
All Notices and Correspondence regarding this lease should be sent to:

JOHN J. CHRISTMANN
SUITE 800 FIRST NATIONAL-PIONEER BLDG.
1500 BROADWAY
LUBBOCK, TEXAS 79401

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 25 day of June, 1982

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 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 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.)

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
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C. IT IS HEREBY CERTIFIED That the statements 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

Theresa A. Mitchell
(Assignee's Signature)

606 Lubbock National Bank Building
(Assignee's Address)

Lubbock, TX 79401
(City) (State) (Zip Code)

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Vernon T. Delgado
(Assignee's Signature)

P.O. Box 66
(Assignee's Address)

Lincoln, Wyoming 82941
(City) (State) (Zip Code)

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MESA PETROLEUM CO.

J. R. Larsen
Vice President (Assignee's Signature)

P. O. Box 2009
(Assignee's Address)

ATTEST:

By: Michael J. Moore
Assistant Secretary

Amarillo TX 79189
(City) (State) (Zip Code)

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PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Bureau of Land Management collects this information pursuant to the law (See 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal les[redacted]ligated to report this information under provisions of 43 CFR 3106.

[redacted]

[redacted]

[redacted]

ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, of Cora, Sublette County, Wyoming, grantors, for and in consideration of TEN DOLLARS ($10) and other good and valuable considerations in hand paid by JAMES H. BELL and EILEEN A. BELL of 1073 Woodmoor Drive, Bountiful, Utah 84010, grantees, the receipt of which is hereby acknowledged and confessed, DO HEREBY SELL, ASSIGN, TRANSFER, CONVEY and SET OVER unto the said grantees FIFTEEN PER CENT (15%) ROYALTY of all of the oil and of all the gas produced and saved from the hereinafter described lands located in the County of Sublette, State of Wyoming, to-wit:

Township 34 North, Range 110 West of the 6th P.M.,
Sublette County, Wyoming

Section 2 - Lots 3 and 4,
S/2 NW/4
Section 3 - Lots 1 and 2,
S/2 NE/4,
N/2 SE/4,
S/2 SE/4,
E/2 SW/4 EXCEPT the SW/4 SE/4 SW/4

TO HAVE AND TO HOLD unto the said grantees for so long as they, or either of them, shall live but said royalty shall terminate absolutely at such time as both of said grantees shall be deceased or upon expiration of TWENTY-FIVE (25) YEARS from the date hereof, whichever shall first occur;

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming;

197047

RECORDED July 11 1983 10:00 AM
IN BOOK 68 O&G PAGE 452
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

452

PROVIDED, NEVERTHELESS,

1- that the grantors shall have at all times hereafter the full, complete and exclusive control of the above described lands and oil and gas minerals;

2- that the grantees shall have no right of ingress nor egress to or upon the above described lands for the purpose of discovery, development and production of oil and gas minerals;

3- that the grantees shall have no right to execute leases nor agreements upon the above described lands for the discovery, development and production of oil and gas minerals;

4- that the grantees shall have no right to participate in any bonus or bonus monies or any considerations of any kind whatsoever arising under or payable by reason of any lease or agreement for the discovery, development and production of oil and gas minerals from the above described lands;

5- that the grantees shall have no right to participate in any rents or delay rents or delay rental monies payable under or by reason of any lease or agreement upon the aforesaid lands for the discovery, development and production of the aforesaid oil and gas minerals;

6- that the royalty herein granted unto the grantees shall at all times hereafter be regarded as a non-participating royalty and the grantees shall

have no right to participate in the execution of, the bonus payable for, or the delay rents to accrue under oil and gas leases executed by the owner of the above described lands.

DATED this 8th day of July, 1983.

Richard R. Noble
RICHARD R. NOBLE

Helen Louise Noble
HELEN LOUISE NOBLE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, this 8th day of July, 1983.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires: 11/22/83

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

455

ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, of Cora, Sublette County, Wyoming, grantors, for and in consideration of TEN DOLLARS ($10) and other good and valuable considerations in hand paid by E. J. MORGAN and NORMA C. MORGAN of Route 3, Twin Falls, Idaho 83301, grantees, the receipt of which is hereby acknowledged and confessed, DO HEREBY SELL, ASSIGN, TRANSFER, CONVEY and SET OVER unto the said grantees FIFTEEN PER CENT (15%) ROYALTY of all of the oil and of all the gas produced and saved from the hereinafter described lands located in the County of Sublette, State of Wyoming, to-wit:

Township 34 North, Range 110 West of the 6th P.M.,
Sublette County, Wyoming

Section 2 - Lots 3 and 4,
S/2 NW/4
Section 3 - Lots 1 and 2,
S/2 NE/4,
N/2 SE/4,
S/2 SE/4,
E/2 SW/4 EXCEPT the SW/4 SE/4 SW/4

TO HAVE AND TO HOLD unto the said grantees for so long as they, or either of them, shall live but said royalty shall terminate absolutely at such time as both of said grantees shall be deceased or upon expiration of TWENTY-FIVE (25) YEARS from the date hereof, whichever shall first occur;

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming;

197048

RECORDED July 11 1983 10:00 AM
IN BOOK 68 Orig PAGE 455
FEES $8.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

PROVIDED, NEVERTHELESS,

1- that the grantors shall have at all times hereafter the full, complete and exclusive control of the above described lands and oil and gas minerals;

2- that the grantees shall have no right of ingress nor egress to or upon the above described lands for the purpose of discovery, development and production of oil and gas minerals;

3- that the grantees shall have no right to execute leases nor agreements upon the above described lands for the discovery, development and production of oil and gas minerals;

4- that the grantees shall have no right to participate in any bonus or bonus monies or any considerations of any kind whatsoever arising under or payable by reason of any lease or agreement for the discovery, development and production of oil and gas minerals from the above described lands;

5- that the grantees shall have no right to participate in any rents or delay rents or delay rental monies payable under or by reason of any lease or agreement upon the aforesaid lands for the discovery, development and production of the aforesaid oil and gas minerals;

6- that the royalty herein granted unto the grantees shall at all times hereafter be regarded as a non-participating royalty and the grantees shall

have no right to participate in the execution of, the bonus payable for, or the delay rents to accrue under oil and gas leases executed by the owner of the above described lands.

DATED this 8th day of July, 1983.

RICHARD R. NOBLE

HELEN LOUISE NOBLE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, this 8th day of July, 1983.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires: 11/22/83

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, of Cora, Sublette County, Wyoming, grantors, for and in consideration of TEN DOLLARS ($10) and other good and valuable considerations in hand paid by KENNETH G. HANSEN and NORMA K. HANSEN of 564 East 1600 South, Bountiful, Utah 84010, grantees, the receipt of which is hereby acknowledged and confessed, DO HEREBY SELL, ASSIGN, TRANSFER, CONVEY and SET OVER unto the said grantees FIFTEEN PER CENT (15%) ROYALTY of all of the oil and of all the gas produced and saved from the hereinafter described lands located in the County of Sublette, State of Wyoming, to-wit:

Township 34 North, Range 110 West of the 6th P.M.,
Sublette County, Wyoming

Section 2 - Lots 3 and 4,
S/2 NW/4
Section 3 - Lots 1 and 2,
S/2 NE/4,
N/2 SE/4,
S/2 SE/4,
E/2 SW/4 EXCEPT the SW/4 SE/4 SW/4

TO HAVE AND TO HOLD unto the said grantees for so long as they, or either of them, shall live but said royalty shall terminate absolutely at such time as both of said grantees shall be deceased or upon expiration of TWENTY-FIVE (25) YEARS from the date hereof, whichever shall first occur;

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming;

197049

RECORDED July 11 1983 10:00 AM
IN BOOK 68 Oris PAGE 458
FEES $8.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

PROVIDED, NEVERTHELESS,

1- that the grantors shall have at all times hereafter the full, complete and exclusive control of the above described lands and oil and gas minerals;

2- that the grantees shall have no right of ingress nor egress to or upon the above described lands for the purpose of discovery, development and production of oil and gas minerals;

3- that the grantees shall have no right to execute leases nor agreements upon the above described lands for the discovery, development and production of oil and gas minerals;

4- that the grantees shall have no right to participate in any bonus or bonus monies or any considerations of any kind whatsoever arising under or payable by reason of any lease or agreement for the discovery, development and production of oil and gas minerals from the above described lands;

5- that the grantees shall have no right to participate in any rents or delay rents or delay rental monies payable under or by reason of any lease or agreement upon the aforesaid lands for the discovery, development and production of the aforesaid oil and gas minerals;

6- that the royalty herein granted unto the grantees shall at all times hereafter be regarded as a non-participating royalty and the grantees shall

have no right to participate in the execution of, the bonus payable for, or the delay rents to accrue under oil and gas leases executed by the owner of the above described lands.

DATED this 8th day of July, 1983.

RICHARD R. NOBLE

HELEN LOUISE NOBLE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, this 8th day of July, 1983.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires: 11/22/83

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

American Hunter Exploration Ltd.
700, 435 - 4th Ave. S.W.
Calgary, Alberta T2P 3A8
(403) 267-9511

461

american hunter

June 26, 1981

MR. ELLIOTT A. RIGGS
P. O. Box 711
FARMINGTON, NEW MEXICO 87401
U.S.A.

Dear Elliott:

Re: PINEDALE UNIT AREA
SUBLETTE COUNTY, WYOMING

This letter is to confirm the agreement between you and American Hunter Exploration Ltd. (Hunter) covering the lands enclosed by a red outline on the plat attached hereto and marked Exhibit "A", said outlined area being hereinafter sometimes called "Area".

Hunter has recently concluded farmout agreements with El Paso Natural Gas Company (El Paso) and Hondo Oil and Gas Company (Hondo) whereby Hunter may earn certain interests in leases now owned by El Paso and/or Hondo covering lands within said Area. In consideration of your services on behalf of Hunter in initiating and obtaining such farmout agreements it is agreed as follows:

1. Hunter shall promptly, following execution of this letter by both parties, pay you a cash consideration of $75,000.00(U.S.).

2. Hunter will, from time to time as it earns interests within the Area, and/or upon request, assign to you an overriding royalty interest of 2% of 100% of the oil and gas produced thereunder effective with first production and attributable to the working interest in said leases acquired by Hunter. However, it is recognized that, under the terms of the farmout agreements, El Paso and Hondo each have the right to elect to become a working interest owner in the lands and leases covered by the farmout agreements under certain conditions as specified in said agreements. In the event such election is made the working interest of Hunter will be reduced. Effective with the reduction of the working interest owned by Hunter, your overriding royalty shall be proportionately reduced. For example, if El Paso(or Hondo) elects to become the owner of 1/3 working interest in a portion of the lands where Hunter has previously owned 100% of the working interest, your overriding royalty as to the lands affected by such election shall be reduced to 2/3 of 2% of 100%.

3. On all other leases now owned within the Area or hereafter acquired by Hunter on or before September 29, 1990 covering lands within the Area, Hunter will assign to you an overriding royalty of 2% of the Net Revenue Interest it acquires. For this purpose the Net Revenue Interest shall be 100% of the production from said lease less and except the total landowner's royalty, previously existing overriding royalty (providing such overriding royalty is or was not created by Hunter) or other similar burdens encumbering said lease at the time it is acquired. (For example, if Hunter acquires an undivided 1/2 interest in a lease which at the time of acquisition is burdened by royalties and overriding royalties totalling 25%, the overriding royalty to be assigned to you on that lease will be 1/2 of 2% of 75%.)

4. Any assignment of overriding royalty to you by Hunter shall be without warranty, express or implied, and Hunter shall have complete discretion as to how (or if) it explores or develops the properties affected. In doing so, it may pool, unitize or combine the leases as it deems necessary and such actions shall be binding insofar as they affect the computation and payment of your overriding royalty interest as if you were a consenting party.

5. You agree that during the term ending September 29, 1990 you will not, directly or indirectly, compete with Hunter for the acquisition of leases or mineral interests within the Area outlined on Exhibit "A".

6. Hunter agrees that it will keep you informed concerning the development of technology on the Pinedale prospect. This includes but is not necessarily limited to, logs and other such information required by farmors, this information to be delivered immediately after being requested by Elliott A. Riggs. It being generally understood that Elliott A. Riggs is to be kept as well informed as Hunter. It is agreed that such information is for the personal use of Elliott A. Riggs and is not to be released or published by Elliott A. Riggs. Further, Hunter agrees that if at any time it proposes to release, surrender, or reassign to El Paso or Hondo respectively, or any others, leases or rights which are subject to the farmout agreements herein referred to, or any other arrangements, it will use its best efforts to notify you promptly of such decision and, if you desire that such rights be assigned to you, Hunter will assign such leases or rights to you provided that it can lawfully do so without violating contractual obligations to others arising out of the terms on which such rights were acquired. It is the express purpose of this

paragraph to allow Elliott A. Riggs, his heirs or assigns, the opportunity to salvage any rights that Hunter may have acquired by farmout, or any other arrangement, that Hunter may be allowing to return to original owners, farmor or farmors.

Attach.

CANADIAN HUNTER EXPLORATION LTD.

Per: _____
Vice President - Land

_____
ELLIOTT A. RIGGS

STATE OF New Mexico)
)
COUNTY OF San Juan)

On this 4th day of September, 1981, came _____
Elliott A. Riggs, known to me to be the
person who executed the foregoing instrument, and acknowledged before
me the execution of the same.

Laura Lynn Rayadeh
Notary Public

my commission expires:

12/28/81

Province of ALBERTA)
)
CANADA)

On this 26th day of February, 1982, came JAMES E. CHAPUT,
known to me to be the person who executed the foregoing instrument, and
acknowledged before me the execution of the same.

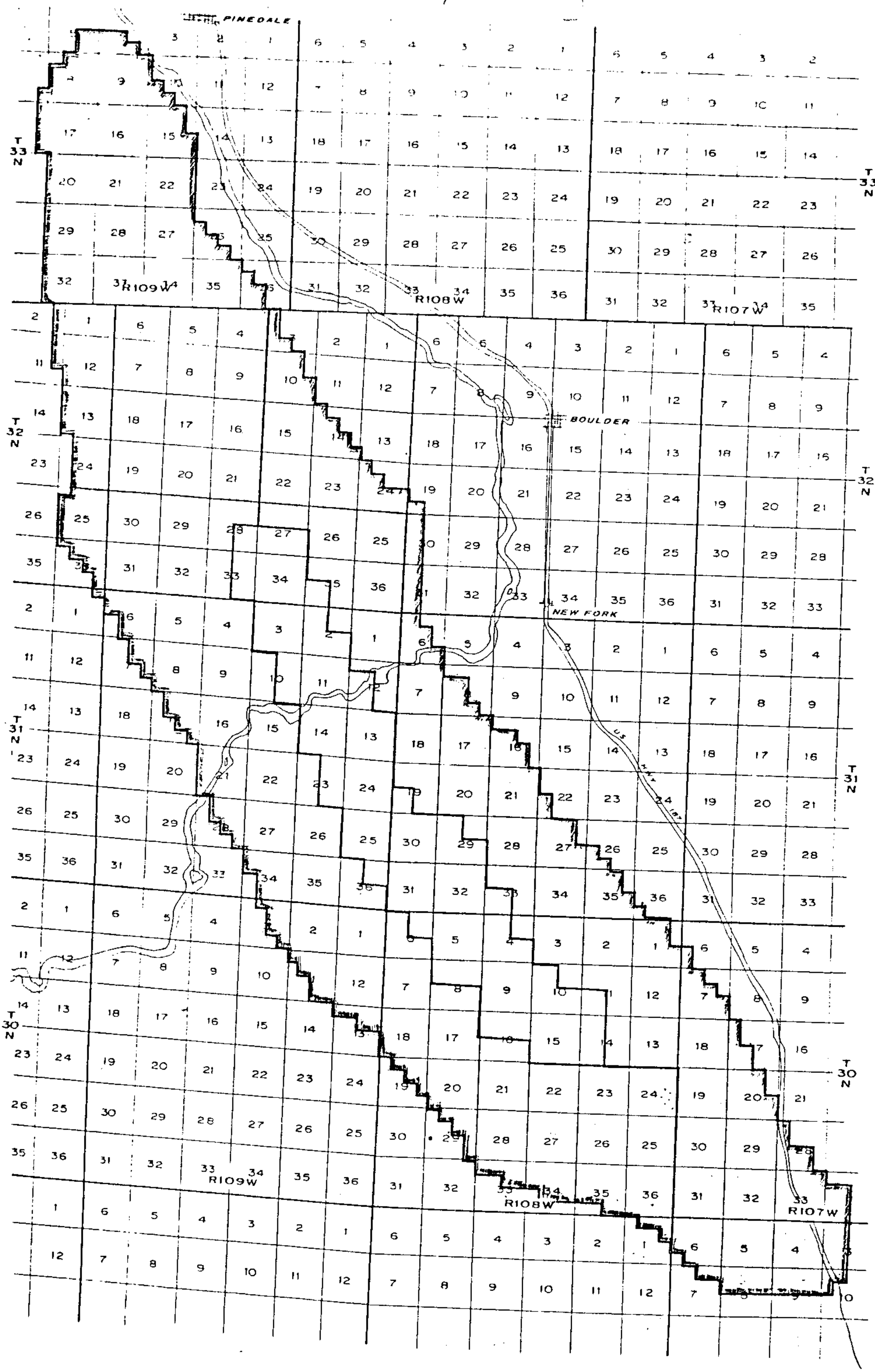
Robert Desbarats
Notary Public
Robert Desbarats

RPD ~~My commission expires:~~

197051

RECORDED July 11 1983 1:00 PM
BOOK 68 Oil PAGE 461
FEES $5.50 Lavina Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

464



LEGEND

- WEST BLOCK
- CENTER BLOCK
- EAST BLOCK

PINEDALE UNIT AREA

EXHIBIT " A "

Attached to and made a part of that certain agreement, dated June 26, 1981, between Elliott A. Riggs and American Hunter Exploration Ltd.

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-43857

Lease effective date
March 1, 1974

PART I

1. Assignee's Name

Energetics, Inc., a Colorado corporation**

Address (*include zip code*)
116 Inverness Drive 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 or 3101.1–4)

* Energetics Operating Company, a Colorado corporation, successor to Energetics, Inc., a Colorado corporation, wherein InterNorth Inc. assigned to Energetics, Inc., by assignment approved May 13, 1983, effective April 1, 1983 by the BLM, the same interest herein conveyed.

Township 27 North, Range 110 West, 6th P. M.
Section 4: S½
Sublette County, Wyoming
Containing 320.00 acres, more or less

(from the surface of the earth down to 100' below the stratigraphic equivalent of 14,405' as encountered in the Federal #20-8 well located in the SW¼NE¼ of Section 8, Township 27 North, Range 110 West, Sublette County, Wyoming)

THIS ASSIGNMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN FARMOUT AGREEMENT DATED MARCH 19, 1980, AS AMENDED, BY AND BETWEEN ENERGETICS, INC., AND NORTHERN NATURAL GAS COMPANY (PRESENTLY INTERNORTH, INC.).

RECORDED July 11 1983 1:00 PM
IN BOOK 68 Misc PAGE 466
FEES 8.00 Lorna York COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy McInnis

197052

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	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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 January, 1983, but to be effective as of the date of first sales from the Federal #20-8 well.

INTERNORTH, INC.
By _____
(Assignor's Signature)
James L. Lewis
Agent and Attorney-in-Fact

Post Office Box 17583, T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1983

By _____
(Authorized Officer)
Chief, Oil &
Gas Section
(Title)

MAY 13 1983
(Date)

84-371 466

FOR ASSIGNEE

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord

467

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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 24th day of February , 19 83 .

ENERGETICS, INC., a Colorado corporation**

BY: _____ 166 Inverness Drive East
(Assignee's Signature) (Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST: _____ Englewood Coloraod 80112
Lou Switzer, Assistant Secretary (City) (State) (Zip Code)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of January, 1983, by James L. Lewis as Agent and Attorney-in-Fact for INTERNORTH, INC.

WITNESS my hand and official seal.

_____
Diane L. Hlipala, Notary Public

My Commission Expires:
November 24, 1983

connection with information required by this assignment and

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 Colorado 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 February 19 83.

_____
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

My Commission Expires:
My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

NOTICE OF NAME CHANGE

Energetics, Inc., a Colorado corporation,

announces that effective April 8, 1983,

it changed its name to ENERGETICS OPERATING COMPANY.

The business operations conducted by the company prior to the formation of its new parent, Energetics, Inc., a Delaware corporation, and prior to an exchange offer which closed March 28, 1983, will be conducted in the name of ENERGETICS OPERATING COMPANY. The office address and telephone number of both parent and subsidiary are as follows:

116 Inverness Drive East
Englewood, Colorado 80112
(303) 799-8282

1/69

WY-371 mlb

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-43858

Lease effective date
March 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Energetics, Inc., a Colorado corporation*

Address *(include zip code)*
116 Inverness Drive 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 or 3101.1–4)

* Energetics Operating Company, a Colorado corporation, successor to Energetics, Inc., a Colorado corporation, wherein InterNorth, Inc. assigned to Energetics, Inc. by assignment approved May 13, 1983, effective April 1, 1983 by the BLM, the same interest herein conveyed.

Township 27 North, Range 110 West, 6th P. M.
Section 9: All
Section 10: N½
Section 15: N½, N½S½, S½SW¼, SW¼SE¼
Sublette County, Wyoming
Containing 1,560.00 acres, more or less

(from the surface of the earth down to 100' below the stratigraphic equivalent of 14,405' as encountered in the Federal #20-8 well located in the SW¼NE¼ of Section 8, Township 27 North, Range 110 West, Sublette County, Wyoming)

THIS ASSIGNMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN FARMOUT AGREEMENT DATED MARCH 19, 1980, AS AMENDED, BY AND BETWEEN ENERGETICS, INC., AND NORTHERN NATURAL GAS COMPANY (PRESENTLY INTERNORTH, INC.).

197053

RECORDED July 11 1983 1:00 PM
IN BOOK 680 PAGE 469
FEES 8.00 Laird York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

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	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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 January, 1983, but to be effective as of the date of first sales from the Federal #20-8 well.

INTERNORTH, INC.

By James L. Lewis
(Assignor's Signature)
James L. Lewis
Agent and Attorney-in-Fact

Post Office Box 17583, T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1983

By Glenn W. Sims
(Authorized Officer)
Chief, Oil & Gas Section

[redacted] 13252 [redacted] 1983

[redacted] P[redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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 24th day of February , 19 83 .

ENERGETICS, INC., a Colorado corporation*

By: _____
(Assignee's Signature)

Gene W. Anderson, Vice President - Land

ATTEST: _____
Lou Switzer, Assistant Secretary

116 Inverness Drive East
(Assignee's Address)

Englewood Colorado 80112
(City) (State) (Zip Code)

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 Colorado 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 February, 19 83.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

_____
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

AUTHORITY: 30 U.S.C. ...

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of January, 1983, by James L. Lewis as Agent and Attorney-in-Fact for INTERNORTH, INC.

WITNESS my hand and official seal.

_____
Diane L. Hlipala, Notary Public

My Commission Expires:
November 24, 1983

470

4/71

NOTICE OF NAME CHANGE

Energetics, Inc., a Colorado corporation,

announces that effective April 8, 1983,

it changed its name to ENERGETICS OPERATING COMPANY.

The business operations conducted by the company prior to the formation of its new parent, Energetics, Inc., a Delaware corporation, and prior to an exchange offer which closed March 28, 1983, will be conducted in the name of ENERGETICS OPERATING COMPANY. The office address and telephone number of both parent and subsidiary are as follows:

116 Inverness Drive East
Englewood, Colorado 80112
(303) 799-8282

[redacted] [redacted] [redacted] 54-371

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-48191

Lease effective date
December 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Energetics, Inc., a Colorado corporation *

Address *(include zip code)*
116 Inverness Drive 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 or 3101.1–4)

* Energetics Operating Company, a Colorado corporation, as successor to Energetics, Inc., a Colorado corporation, wherein INTERNORTH, INC., assigned to Energetics, Inc., by assignment approved May 13, 1983, effective April 1, 1933, by the BLM, the same interest herein conveyed.

Township 27 North, Range 110 West, 6th P. M.
Section 12: W½NE¼, NW¼, N½SW¼, SE¼SW¼, SE¼
Sublette County, Wyoming
Containing 520.00 acres, more or less

(from the surface of the earth down to 100' below the stratigraphic equivalent of 14,405' as encountered in the Federal #20-8 well located in the SW¼NE¼ of Section 8, Township 27 North, Range 110 West, Sublette County, Wyoming)

THIS ASSIGNMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN FARMOUT AGREEMENT DATED MARCH 19, 1980, AS AMENDED, BY AND BETWEEN ENERGETICS, INC., AND NORTHERN NATURAL GAS COMPANY (PRESENTLY INTERNORTH, INC.).

197054

July 11 1983 1:00 P M
68 Ont PAGE 472
8:00 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Lewis

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	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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 January, 19 83, but to be effective as of the date of first sales from the Federal #20-8 well.

INTERNORTH, INC.

By _____
(Assignor's Signature)
James L. Lewis
Agent and Attorney-in-Fact

Post Office Box 17583, T. A.
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1983

By _____
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

MAY 13 1983
(Date)

FOR ASSIGNEE

13,249
W-371 4/72

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form, in accord-

PART II 473

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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 24th day of February , 1983 .

ENERGETICS, INC., a Colorado corporation

By: _____
(Assignee's Signature)

Gene W. Anderson, Vice President - Land

ATTEST: _____

Lou Switzer, Assistant Secretary

116 Inverness Drive East
(Assignee's Address)

Englewood (City) Colorado (State) 80112 (Zip Code)

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 Colorado 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 February, 1983.

My Commission Expires:

My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herold
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

AUTHORITY: 30 U.S.C. et. seq.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of January, 1983, by James L. Lewis as Agent and Attorney-in-Fact for INTERNORTH, INC.

WITNESS my hand and official seal.

Diane L Hlipala
Diane L. Hlipala, Notary Public

My Commission Expires:

November 24, 1983

NOTICE OF NAME CHANGE

Energetics, Inc., a Colorado corporation,

announces that effective April 8, 1983,

it changed its name to ENERGETICS OPERATING COMPANY.

The business operations conducted by the company prior to the formation of its new parent, Energetics, Inc., a Delaware corporation, and prior to an exchange offer which closed March 28, 1983, will be conducted in the name of ENERGETICS OPERATING COMPANY. The office address and telephone number of both parent and subsidiary are as follows:

116 Inverness Drive East
Englewood, Colorado 80112
(303) 799-8282

[redacted] [redacted] [redacted]

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This instrument is executed for purposes of distribution of corporate properties pursuant to dissolution of the corporation and hereby assigns corporate properties from RBA Transmission Corporation, an Oklahoma Corporation (Assignor) to Ronny G. Altman, 1901 Fourth National Building, Tulsa, Oklahoma, 74119, and The Fourth National Bank of Tulsa, Oklahoma, as Executor of the Estate of Benny Altman, Deceased, 515 South Boulder, Tulsa, Oklahoma, 74119, (Assignees);

NOW THEREFORE, Assignor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, effective as of 7:00 A.M. Central Standard Time on July 1, 1983 grant, bargain, convey, assign, transfer, set over and deliver unto Assignees the following:

(a) All of Assignor's right, title and interest in and to all the oil and gas leasehold, royalty, overriding royalty, mineral, surface or other interests, which are specifically described in Exhibit A attached hereto and incorporated herein by reference;

(b) All of Assignor's right, title and interest in, to and under or derived from, all of the presently existing pooling, unitization and communitization agreements and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any federal or state governmental body or agency having jurisdiction) which are described in said Exhibit A, or which relate to any of the properties and interests specifically described in said Exhibit A, or to the production of oil, gas and other hydrocarbons from or attributable to said properties and interests;

(c) All of Assignor's right, title and interest in, to and under or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange and processing contracts and agreements which relate to any of the properties and interests specifically

197057

RECORDED July 12 1983 8:00 AM
IN BOOK 68 Or D PAGE 475
FEES 4.75 Sheriff Louis J. Gable COUNTY CLERK

described or referred to in said Exhibit A (or properties pooled, communitized, or unitized therewith) or to the production of oil, gas and other hydrocarbons from or attributable to said properties and interests; and

(d) All of Assignor's right, title and interest in all personal property, equipment, materials and fixtures, easements, rights-of-way, surface leases and other surface rights, and permits and licenses used in connection with the exploration, development, operation or maintenance of, or the production, treating, storing, transporting or marketing of oil, gas and other minerals produced from or attributable to, the properties and interests described in said Exhibit A;

(e) Without limiting the foregoing, all of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands specifically described in said Exhibit A, even though Assignor's interest in said lands be omitted from or incorrectly described in said Exhibit A; and all of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under or derived from all oil and gas leasehold, royalty, overriding royalty, mineral and other interests, and all other interests of whatsoever character, wherever situated, even though such interests be omitted from or incorrectly described in said Exhibit A;

FURTHER, that Assignees shall share the right, title and interests assigned herein in the following proportion:

Ronny G. Altman -- Fifty percent (50%);

The Fourth National Bank
of Tulsa, Oklahoma,
as Executor of the Estate
of Benny Altman, Deceased -- Fifty percent (50%)

TO HAVE AND TO HOLD the properties, rights, titles, interests, estate, powers, privileges and appurtenances hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered as aforesaid, unto Assignees, their successors and

assigns, forever; and Assignor hereby binds itself to execute, acknowledge and deliver all such other and additional instruments, notices, releases, conveyances, acquittances and other documents, and to do all such other acts and things as may be necessary more fully to assure Assignees herein all of the respective rights and interests hereby granted or intended so to be.

This Assignment, insofar as it assigns a royalty, overriding royalty or mineral interest, is made subject to any valid and subsisting oil, gas or other mineral lease or leases covering said properties or interests, or other burdens against such properties or interests, and to all valid operating agreements, easements and rights-of-way affecting such property or interest and each property or interest is assigned subject to all valid Assignor's royalties and to any valid overriding royalty, production payment, nonparticipating royalty interest or other burden against such property or interest.

This Assignment is made without warranty of any kind, but with full substitution and subrogation of Assignees in and to all covenants and warranties by others heretofore given or made in respect to the properties and interests assigned hereby.

IN WITNESS WHEREOF, Assignor has executed this Assignment in several counterparts (one of which, with all property descriptions included in Exhibit A is on file in the office of Ronny G. Altman, 1901 Fourth National Building, Tulsa, Oklahoma, 74119), each of which is an original and all of which are identical, except that, to facilitate recordation, there are omitted from certain counterparts those property descriptions in Exhibit A which contain specific descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all of such counterparts together shall constitute but one and the same Assignment.

[redacted] [redacted] [redacted]

EXECUTED this 22nd day of June, 1983.

RBA Transmission Corporation,
an Oklahoma Corporation

Ronny G. Altman, President

ATTEST:

Winona M. Henderson
Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State on this 22nd day of June, 1983, personally appeared RONNY G. ALTMAN, before me known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

Sherri McIntosh
Notary Public

My Commission Expires:

May 20, 1986

EXHIBIT "A"

To Assignment, Conveyance and Bill of Sale
from RBA Transmission Corporation to Ronny G. Altman
and The Fourth National Bank of Tulsa, Oklahoma,
as Executor of the Estate of Benny Altman, Deceased
effective as of July 1, 1983 at
7:00 o'clock a.m. Central Standard Time.
Sublette County, Wyoming

. . . .

9. That overriding royalty interest of one-sixteenth of eight-eighths on oil, casinghead gas, gas and condensate in the Ote Creek Unit Well held by virtue of an Assignment from Sun Oil Company (Delaware), as Assignor, and RBA Transmission Corporation, as Assignee, dated November 19, 1980, and recorded at Book 60, Page 235 of the Oil and Gas Records of Sublette County, State of Wyoming, previously reserved by Assignor in the Assignment of Operating Rights in the Wyoming State Oil and Gas Lease No. 68-38592, between Assignor herein as Assignor, and Beta Exploration, Inc., as Assignee, dated November 5, 1976, and recorded at Book 53, Page 503 of the Oil and Gas Records of Sublette County, State of Wyoming, covering only the following described lands, to-wit:

> The South Half of the Northeast Quarter, North Half of the Southeast Quarter, Northeast Quarter of Southwest Quarter (S/2 NE/4, N/2 SE/4, NE/4 SW/4) of Section 33, Township 33 North, Range 114 West, Sublette County, State of Wyoming,

from the surface of the ground down to and including but not below a depth of 6050 feet. Said overriding royalty is subject to the terms, conditions and limitations of said Assignment and the Oil and Gas Lease assigned therein. The interests assigned shall cover production from the well described and any spacing or pooled unit now or hereafter applicable to the wells designated. Said assignment is subject to the Pooling Agreement dated September 1, 1976, between Sun Oil Company (Delaware), Beta Exploration, Inc., and Chandler and Associates, Inc. *

> * The interest assigned shall cover production from the well described and any spacing or pooled unit now or hereafter applicable to the wells designated and to any and all additional wells drilled in the spacing or pooled unit applicable to the above described wells. The overrides assigned are out of production from the oil and gas leases described above.

It is the intent of Assignor that this instrument convey all of Assignor's overriding royalty interest (whether or not specifically identified above) in the wells described and the acreage applicable to said well by reason of pooling or spacing and to any and all additional wells drilled in the spacing or pooled unit applicable to the above described wells.

1/81

RECORDED July 13 1983 8:00A M
IN BOOK 68 Misc PAGE 481
FEES $4.25 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thiele

197067

IN THE MATTER OF U. S. OIL AND GAS LEASE)
BEARING SERIAL NOS. EV-022769 and EV-022769-A)
COVERING THE HEREINAFTER DESCRIBED)
LANDS IN THE COUNTY OF SUBLETTE)
STATE OF WYOMING)

ASSIGNMENT OF
ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of October 1, 1949, The United States of America issued unto Stanley F. Bonnett & assigned to Belco Petroleum Corporation RTW as Lessee, that certain U. S. Oil and Gas Lease bearing Serial Nos. EV-022769 and EV-022769-A affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

EV-022769(A): Sec. 1: Lots 3, 4, S/2 NW/4, SW/4
Sec. 2: Lots 1, 2, 3, 4, S/2 NE/4, SE/4 NW/4, S/2, T-29-N, R-113-W.

EV-022769: Sec. 3: Lots 1, 2, 3, 4, S/2 N/2, SW/4, S/2 SE/4, NW/4 SE/4
Sec. 4: Lots 1, 2, 3, S/2 NE/4, SE/4 NW/4, NE/4 SW/4, S/2 SE/4, T-29-N, R-113-W.
Sec. 33: E/2, E/2 W/2, T-30-N, R-113-W.

and,

WHEREAS, Luna C. Wootton is the present owner and holder of a 1½% overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the said lands, under and pursuant to said Oil and Gas Lease.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Luna C. Wootton does hereby set over, transfer and assign to Richard Wootton, Jean W. Celio, Wesley C. Wootton, and James C. Wootton, as joint tenants with full rights of survivorship subject to the approval of the Secretary of the Interior, an undivided 1½% overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease, divided as follows:

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 1 day of July, 1983

Luna C. Wootton
LUNA C. WOOTTON

STATE OF UTAH)
)ss.:
County of Salt Lake)

On this First day of July, 1983, personally appeared before me the undersigned Notary Public, in and for said County and State, Luna C. Wootton, the signer of the above instrument, who duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Comm[redacted] expires: Jan 28, 1985

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-72848

Lease effective date
September 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

AMERICAN HUNTER EXPLORATION, LTD.

Address *(include zip code)*

700, 435 - 4th Avenue S.W.
Calgary, Alberta T2P 3A8, Canada

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 33 North, Range 111 West, 6th P.M.
Section 6: Lot 7, SE¼SW¼
Section 7: Lots 1, 2, 3, 4, E½W½
Section 18: Lots 3, 4, E½SW¼
Section 19: Lots 1, 2, 3, 4, E½W½
Section 30: Lots 1, 2, 3, 4, E½W½
Section 31: Lots 1, 2, E½NW¼, NE¼SW¼, N½SE¼, SE¼SE¼

Containing 1515.28 acres, more or less,
Sublette County, Wyoming

Assignment approved as to lands described below

197097

RECORDED July 15 1983 8:00 A M
IN BOOK 68 O&G PAGE 482
FEES $6.25 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	90%
4. Specify interest or percent of record title interest being retained by assignor, if any	10%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. SUBJECT TO ALL THE TERMS AND CONDITIONS OF THAT CERTAI ASSIGNMENT DATED SEPTEMBER 13, 1982 RUNNING FROM J. MORT WALKER, JR. TO THOMAS F. STROOCK

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21st day of September, 19 82

(Assignor's Signature)
Thomas F. Stroock

(Assignor's Address)
P.O. Box 2875
Casper, Wyoming 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 1 1983

By Thomas W. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 10 1983
(Date)

ASSIGNEE

4 83

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-30389 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [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 WY-AG-5**
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 .

James E. Chaput
(Assignee's Signature)
J.E. Chaput, Vice President - Land

AMERICAN HUNTER EXPLORATION LTD.
(Assignee's Address)
999 - 18th Street, Suite 315
Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

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

STATE OF WYOMING)
)SS. ACKNOWLEDGEMENT-INDIVIDUAL
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of September 1982, personally appeared Thomas F. Stroock to 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 affixed my notarial seal the day and year last above written.

JOYCE A. CABOT - Notary Public
County of Natr
State of Wy
My Commission Expires Sept. 24, [redacted]

My Commission Expires: [redacted]

Joyce A. Cabot
Notary Public [redacted]

197112

RECORDED July 18 1983 8:44 AM
IN BOOK 68 Misc PAGE 484
FEES 6.50 Lacey Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, ROGER M. MATSON, 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 in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, assign, transfer, set over and convey unto:

St. Mary Parish Land Company 1100 Denver Center Building 1776 Lincoln Street Denver, Colorado 80203	3.75% of 8/8ths
Dolores J. Matson 4505 South Yosemite, #113 Denver, Colorado 80237	0.3475118% of 8/8ths
Willis J. Magathan 415 Kearney Street Denver, Colorado 80220	0.51257995% of 8/8ths

(hereinafter referred to as "Assignees")

of all oil, gas, casinghead gas and other minerals that may be produced and saved from the lands described and under the provisions of the leases described on Exhibit "A" attached hereto and made a part hereof, or any extension or renewal thereof, as an overriding royalty, free and clear of all development, operating and other costs (including transportation charges) through the point at which oil and other liquid hydrocarbons enter the pipeline (or tanks) or gas enters a separator, less severance, ad valorem, windfall profit and other taxes (other than income taxes) on or measured by production, which are attributable to such production. Assignees shall have the right at all times to take their overriding royalty interests hereunder in kind, in which event they shall be free to market their shares of production.

The overriding royalty interests described above shall be reduced to the extent and for such period as may be required by the Bureau of Land Management of the United States Department of Interior.

TO HAVE AND TO HOLD unto said ST. MARY PARISH LAND COMPANY, DOLORES J. MATSON AND WILLIS J. MAGATHAN, their successors and assigns forever.

This assignment of Overriding Royalty is made without warranty, express of implied.

EXECUTED THIS 29 day of June, 1983.

Roger M. Matson
ROGER M. MATSON

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of June, 1983, personally appeared ROGER M. MATSON, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires Jan. 28, 1984

Deborah L. Hunt
Notary Public
1776 Lincoln Street
Denver, Colorado 80203

EXHIBIT A

COUNTY/STATE Sublette County, Wyoming

LEASE NO.	LESSOR	LESSEE	EXPIRATION DATE	COUNTY	DESCRIPTION	BOOK/ PAGE	GROSS ACRES
008-0015	W-57533	Roger M. Matson	2-1-87	Sublette	Township 34 North, Range 110 West Section 17: S/2 Section 19: E/2		640.00

[redacted] 125

197153

RECORDED July 19 1983 8:00 A.M.
BOOK 689 PAGE 486
FEES 3/25 Lainey York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stevens

AGREEMENT AND LIMITED POWER OF ATTORNEY

THIS AGREEMENT AND LIMITED POWER OF ATTORNEY is made and entered into effective March 25, 1983, by and among Burton G. Ross, as Trustee of the DARRYL P. EKSTROM 1979 TRUST (the "Trustee"), Burton G. Ross, Individually ("Ross"), and the individuals whose names and signatures appear at the end of this Agreement (the "Owners").

RECITALS

A. In 1979 the Trustee purchased certain oil and gas properties, or interests in joint ventures holding oil and gas properties, (the "Properties") operated by Energetics, Inc., a Colorado corporation ("Old Energetics"). Specifically, the Properties consisted of interests in oil and gas properties held in a joint venture formed in 1979 between the Trustee and MM&S Partners, a Colorado general partnership ("MM&S") (which joint venture has a taxpayer identification number of), and interests in oil and gas properties under certain farmout agreements.

On 12/28/79 the Trustee assigned to each of the Owners the pro rata share of the Trustee's interest in the Properties allocable to the Owner's beneficial interest in the trust, as set forth on Exhibit A attached hereto and incorporated herein by this reference. Old Energetics and

RECEIVED
RECEIVED
SWEETWATER CO. CLERK
GREEN RIVER,
WYO.

RECEIVED MAY 27 1983 AT 9:4 38 M.
IN BOOK 669 PAGE 2125 GREEN RIVER, WYO.
NO. 301278 COUNTY & PROB. COURT CLERK

MM&S were aware of and consented to all of the assignments by the Trustee to the Owners. Such assignments have not been recorded in the real property records of the counties in which the Properties are located and the Trustee continues to serve as nominee for the Owners for the purpose of holding record title to the Properties.

Energetics, Inc., a Delaware corporation ("New Energetics"), has offered to exchange shares of its Common Stock and Series One Preferred Stock for the Properties, as described in the Prospectus of New Energetics covering its exchange offer, dated February 11, 1983, as supplemented or amended (the "Prospectus"). Unless defined herein, capitalized terms used herein shall have the meanings indicated in the Prospectus. Each of the Owners desires to participate in the exchange and receive Common Stock or Series One Preferred Stock of New Energetics in exchange for his interest in the Properties.

To effect the exchange of the Owners' interests in the Properties for Common Stock and Series One Preferred Stock, the Owners desire to (i) appoint Ross as their agent and Attorney-in-Fact to accept the exchange offer and assign the Owners' respective and separate interests to New Energetics in exchange for Common Stock and Series One Preferred Stock and (ii) authorize the Trustee as nominee and holder of record title to the Properties to convey such record title to New Energetics. The Common Stock and Series One Preferred Stock

of New Energetics will be issued directly to the Owners in accordance with the procedures set forth in the Prospectus and in accordance with the Owners' respective interests and stated preferences for Common Stock or Series One Preferred Stock as set forth on Exhibit A attached hereto.

The Owners are participating in the foregoing procedure to avoid unnecessary recording and to minimize Old Energetics' and New Energetics' recordkeeping. The participation by the Owners in this procedure to effect the exchange of their interests in the Properties for Common Stock and Series One Preferred Stock shall not constitute an admission that the Owners are not the direct and separate owners of the interests being exchanged. It is as the real parties in interest that the Owners desire to participate in the exchange, and this agreement is entered into to evidence the substance of the transactions.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and in consideration of their mutual agreements and the benefits to be derived by the parties, the parties hereto agree as follows:

1. Limited Power of Attorney. Each of the Owners has individually made, constituted and appointed, and by these presents does individually make, constitute and appoint BURTON G. ROSS, of the County of Dakota and State of Minnesota as the Owner's true and lawful agent and attorney-in-fact,

to act for the Owner, in the name, place and stead of the Owner and in any way in which the Owner could act if personally present, with full power and authority to do the following acts and to exercise the following powers, and the Owner intends that his powers shall be construed in the broadest possible manner:

Execute, acknowledge and deliver any and all documents required in connection with the acceptance by the Owner of the offer and the transactions contemplated by the Prospectus, including without limitation (i) the execution and delivery of a Letter of Acceptance and any and all necessary assignments of the Properties, (ii) the execution and delivery of a Consent to the transfer of interests in the joint venture referred to in recital A above and any amendment to such joint venture or agreement concerning substitution of parties necessary to permit the parties to such venture to transfer all or any portion of their interests in such venture to New Energetics, and (ii) all other actions reasonably required in connection with any of the foregoing.

Giving and granting unto said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or desirable to be

done in regard to the foregoing, with full power of substitution, hereby ratifying and confirming all that said attorney-in-fact shall do or cause to be done by virtue of these presents.

This power and authority shall continue in full force and effect unless and until it is expressly revoked in writing by the Owner.

2. Nominee. Each Owner hereby authorizes the Trustee, as nominee and holder of record title to the Properties, to assign record title to the Properties to New Energetics by that form of assignment attached to the Letter of Acceptance.

3. New Energetics Stock. Each of the Owners shall be issued and receive directly from New Energetics the stock of New Energetics issued in exchange for such Owner's interest in the Properties in accordance with the procedures, terms and conditions set forth in the Prospectus. The percentage interests of each Owner in the Properties and such Owner's election to receive Common Stock or Series One Preferred Stock is set forth on Exhibit A.

4. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Representations. By Ross' execution of the Letter of Acceptance referred to above, each Owner shall be deemed to have made to and with New Energetics the representa-

tions and covenants contained therein. A separate copy of such representations has been furnished to each Owner and each Owner hereby acknowledges that he has received and reviewed such representations.

6. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of all the Owners who execute this instrument, their respective heirs, successors, assigns and legal representatives.

EXECUTED as of the date first above written.

Darryl P. Ekstrom

Kenneth E. Dawkins

Samuel M. Joy

Burton G. Ross

Thomas M. Strand, Trustee of the Clifford Trust

Drina I. Yost

tions and covenants contained therein. A separate copy of such representations has been furnished to each Owner and each Owner hereby acknowledges that he has received and reviewed such representations.

6. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of all the Owners who execute this instrument, their respective heirs, successors, assigns and legal representatives.

EXECUTED as of the date first above written.

Darryl P. Ekstrom

Kenneth E. Dawkins

Samuel M. Joy

Burton G. Ross

Thomas M. Strand, Trustee of the Clifford Trust

Drina I. Yost

ACKNOWLEDGEMENTS

STATE OF Minnesota
ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 29th day of March, 1983, by Darryl P. Ekstrom. Witness my hand and official seal.

Before me, Carol J. Robinson, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Darryl P. Ekstrom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and official seal this 29th day of March, 1983.

My commission expires:

July 17, 1987

CAROL J. ROBINSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 17, 1987

[SEAL]

Carol J. Robinson

Carol J. Robinson, Notary Public

Residence: Minneapolis, MN
(City and State)

Address: 1660 South Highway 100
Suite 530
Minneapolis, MN 55416

ACKNOWLEDGEMENTS

STATE OF Minnesota
ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 5th day of April, 1983, by Kenneth E. Dawkins. Witness my hand and official seal.

Before me, Kristine E. Prouty, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Kenneth E. Dawkins. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and official seal this 5th day of April, 1983.

My commission expires:

March 22, 1989

Kristine E. Prouty
, Notary Public

Residence: Mpls MN
(City and State)

Address: 3820 Manchester Dr. NE
Mpls, MN 55421

KRISTINE E. PROUTY
NOTARY PUBLIC – MINNESOTA
RAMSEY COUNTY
My Commission Expires Mar. 22, 1989

[SEAL]

ACKNOWLEDGEMENTS

STATE OF Minnesota
COUNTY OF Hennepin ss.

The foregoing instrument was acknowledged before me this 5th day of April, 1983, by Samuel M. Joy. Witness my hand and official seal.

Before me, Kristine E Prouty, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Samuel M. Joy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and official seal this 5th day of April, 1983.

My commission expires:

March 22, 1989

Kristine E Prouty
, Notary Public

Residence: Mpls, MN
(City and State)

Address: 3825 Manchester Dr NE
Mpls, MN 55421

KRISTINE E. PROUTY
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
My commission expires Mar. 22, 1989

[SEAL]

ACKNOWLEDGEMENTS

STATE OF Minnesota
ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 5th day of April, 1983, by Burton G. Ross. Witness my hand and official seal.

Before me, Carol A. Dufault, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Burton G. Ross, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and official seal this 5th day of April, 1983.

My commission expires:

April 6, 1984

Carol A. Dufault, Notary Public

CAROL A. DUFAULT
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
MY COMMISSION EXPIRES APR. 6, 1984

Residence: St. Paul, MN
(City and State)

Address: 3750 IDS Tower
Minneapolis, MN 55402

[SEAL]

ACKNOWLEDGEMENTS

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 5th day of April, 1983, by Thomas M. Strand, trustee of the Clifford Trust, on behalf of said trust. Witness my hand and official seal.

Before me, Kristine E. Prouty, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Thomas M. Strand, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the trustee of the Clifford Trust, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and official seal, this 5th day of April, 1983.

My commission expires:

March 22, 1989

KRISTINE E. PROUTY
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
My commission expires Mar. 22, 1989

[SEAL]

Kristine E. Prouty
, Notary Public

Residence: Mpls. MN
(City, State)

Address: 3820 Macalaster Dr. NE
Mpls. MN 55421

ACKNOWLEDGEMENTS

STATE OF Minnesota
ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 5th day of April, 1983, by Drina I. Yost. Witness my hand and official seal.

Before me, Kristine E. Prouty, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Drina I. Yost, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and official seal this 5th day of April, 1983.

My commission expires:

March 22, 1989

Kristine E. Prouty
, Notary Public

Residence: Mpls, MN
(City and State)

Address: 220 Macalaster Dr NE.
Mpls, MN 55421

KRISTINE E. PROUTY
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
My commission expires Mar. 22, 1989

[SEAL]

EXHIBIT A

NAME	PERCENTAGE INTEREST	EXCHANGE VALUE	COMMON STOCK/ PREFERRED STOCK PREFERENCE
Darryl P. Ekstrom	10%	$ 46,468	Preferred
Kenneth E. Dawkins	30%	$ 139,404	Preferred
Samuel M. Joy	15%	$ 69,702	Preferred
Burton G. Ross	20%	$ 92,936	Common
Thomas M. Strand, trustee of the Clifford Trust	15%	$ 69,702	Preferred
Drina I. Yost	10%	$ 46,468	Preferred

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE SERIAL NO. W-61390
LEASE EFFECTIVE DATE 12-1-77

REFERENCE IS MADE to that certain oil and gas lease (the "Lease") Lease No. W-61390, effective date December 1, 1977, from the Bureau of Land Management, Department of the Interior of the United States of America to Rolynne L. Hill covering the following described land, to-wit:

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 2: S/2
Section 11: E/2

Township 30 North, Range 106 West, 6th Prin. Mer.
Section 28: NE/4

containing 800 acres, more or less, Sublette County, Wyoming.

The undersigned, Gordon S. Votaw and Marian Votaw are the owners of an undivided 5% overriding royalty interest under the Lease and it is the purpose and intent of the parties hereto to convey a portion of their interest as hereinafter follows:

THEREFORE, IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gordon S. Votaw and wife, Marian Votaw, hereby grant, bargain, sell, assign and convey to Apache Energy, a Texas general partnership composed of Gordon S. Votaw and Marian Votaw, P.O. Box 3426, Midland, Texas 79702, an overriding royalty interest free and clear of all costs of development, production, marketing and operating equal to 1.3333% of 8/8 of the oil and gas produced from the above described land.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This Assignment is made without warranty, either express or implied. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives and assigns.

EXECUTED this 11th day of July, 1983.

197154

Gordon S. Votaw

RECORDED July 19 1983 8:00 AM
IN BOOK 68 Misc PAGE 500
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

500

Marian Votaw

Marian Votaw, wife of Gordon S. Votaw

A S S I G N O R S

P.O. Box 3426, Midland, Texas 79702
Address of Assignors

APACHE ENERGY, a Texas general partnership

Gordon S. Votaw, Managing Partner

Marian Votaw

Marian Votaw, Partner

A S S I G N E E

P.O. Box 3426, Midland, Texas 79702
Address of Assignee

STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 11th day of March, 1983, by Gordon S. Votaw.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: 4-27-85

STATE OF TEXAS)
COUNTY OF ~~TOM GREEN~~ Taylor)

This instrument was acknowledged before me this 17th day of March, 1983, by Marian Votaw, wife of Gordon S. Votaw.

Caroline Jo. Cameron
Notary Public for the
State of Texas

My Commission Expires: 7-1-86

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE SERIAL NO. W-61390
LEASE EFFECTIVE DATE 12-1-77

REFERENCE IS MADE to that certain oil and gas lease (the "Lease") Lease No. W-61390, effective date December 1, 1977, from the Bureau of Land Management, Department of the Interior of the United States of America to Rolynne L. Hill covering the following described land, to-wit:

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 2: S/2
Section 11: E/2

Township 30 North, Range 106 West, 6th Prin. Mer.
Section 28: NE/4

containing 800 acres, more or less, Sublette County, Wyoming.

The undersigned, Gordon S. Votaw and Marian Votaw are the owners of an undivided 5% overriding royalty interest under the Lease and it is the purpose and intent of the parties hereto to convey a portion of their interest as hereinafter follows:

THEREFORE, IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gordon S. Votaw and wife, Marian Votaw, hereby grant, bargain, sell, assign and convey to Norman W. Smith, P.O. Box 3426, Midland, Texas 79702, an overriding royalty interest free and clear of all costs of development, production, marketing and operating equal to 1.3334% of 8/8 of the oil and gas produced from the above described land.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This Assignment is made without warranty, either express or implied. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives and assigns.

EXECUTED this 11th day of March, 1983.

Gordon S. Votaw

197155

RECORDED July 19 1983 8:00 A M
BOOK 68 Oil PAGE 502
FEES $6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

Marian Votaw
Marian Votaw, wife of Gordon S. Votaw

A S S I G N O R S

P.O. Box 3426, Midland, Texas 79702
Address of Assignors

Norman W. Smith
Norman W. Smith

A S S I G N E E

P.O. Box 3426, Midland, Texas 79702
Address of Assignee

STATE OF TEXAS)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me this 11th day of March, 1983, by Gordon S. Votaw.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: 4-27-85

STATE OF TEXAS)(
COUNTY OF ~~TOM GREEN~~ Taylor)(

This instrument was acknowledged before me this 17th day of March, 1983, by Marian Votaw, wife of Gordon S. Votaw.

Caroline Fe. Cameron
Notary Public for the
State of Texas

My Commission Expires: 7-1-86

STATE OF TEXAS)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me this 11th day of March, 1983, by Norman W. Smith.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: _____

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE SERIAL NO. W-61390
LEASE EFFECTIVE DATE 12-1-77

REFERENCE IS MADE to that certain oil and gas lease (the "Lease") Lease No. W-61390, effective date December 1, 1977, from the Bureau of Land Management, Department of the Interior of the United States of America to Rolynne L. Hill covering the following described land, to-wit:

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 2: S/2
Section 11: E/2

Township 30 North, Range 106 West, 6th Prin. Mer.
Section 28: NE/4

containing 800 acres, more or less, Sublette County, Wyoming.

The undersigned, Gordon S. Votaw and Marian Votaw are the owners of an undivided 5% overriding royalty interest under the Lease and it is the purpose and intent of the parties hereto to convey a portion of their interest as hereinafter follows:

THEREFORE, IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gordon S. Votaw and wife, Marian Votaw, hereby grant, bargain, sell, assign and convey to Gary Willingham, Trustee of the Andy Anderson Life Trust, P.O. Box 2378, Abilene, Texas 79604, an overriding royalty interest free and clear of all costs of development, production, marketing and operating equal to 1.0667% of 8/8 of the oil and gas produced from the above described land.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This Assignment is made without warranty, either express or implied. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives and assigns.

EXECUTED this 11th day of March, 1983.

Gordon S. Votaw

197156

RECORDED July 19 1983 8:00 AM
IN BOOK 68 Ox Y PAGE 504
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Marian Votaw
Marian Votaw, wife of Gordon S. Votaw

A S S I G N O R S

P.O. Box 3426, Midland, Texas 79702
Address of Assignors

Gary Willingham
Gary Willingham, Trustee of the Andy Anderson Life Trust
TAX ID No. 75-6204732

A S S I G N E E

P.O. Box 3278, Abilene, Texas 79604
Address of Assignee

STATE OF TEXAS)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me this 11th day of March, 1983, by Gordon S. Votaw.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: 4-27-85

STATE OF TEXAS)(
COUNTY OF ~~TOM GREEN~~ Taylor)(

This instrument was acknowledged before me this 17th day of March, 1983, by Marian Votaw, wife of Gordon S. Votaw.

Caroline Eo. Cameron
Notary Public for the
State of Texas

My Commission Expires: 7-1-86

STATE OF TEXAS)(
COUNTY OF TAYLOR)(

This instrument was acknowledged before me this 17th day of March, 1983, by Gary Willingham, Trustee of the Andy Anderson Life Trust.

Jean Davis
Notary Public for the
State of Texas

My Commission Expires: 8-31-84

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE SERIAL NO. W-61390
LEASE EFFECTIVE DATE 12-1-77

REFERENCE IS MADE to that certain oil and gas lease (the "Lease") Lease No. W-61390, effective date December 1, 1977, from the Bureau of Land Management, Department of the Interior of the United States of America to Rolynne L. Hill covering the following described land, to-wit:

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 2: S/2
Section 11: E/2

Township 30 North, Range 106 West, 6th Prin. Mer.

Section 28: NE/4

containing 800 acres, more or less, Sublette County, Wyoming.

The undersigned, Gordon S. Votaw and Marian Votaw are the owners of an undivided 5% overriding royalty interest under the Lease and it is the purpose and intent of the parties hereto to convey a portion of their interest as hereinafter follows:

THEREFORE, IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gordon S. Votaw and wife, Marian Votaw, hereby grant, bargain, sell, assign and convey to Sydney E. Niblo, Trustee of the James M. Anderson Trust, P.O. Box 5352, Abilene, Texas 79706, an overriding royalty interest free and clear of all costs of development, production, marketing and operating equal to .1333% of 8/8 of the oil and gas produced from the above described land.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This Assignment is made without warranty, either express or implied. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives and assigns.

EXECUTED this 11th day of March, 1983.

197157

Gordon S. Votaw

RECORDED July 19 1983 8:00 AM
IN BOOK 68 Oil & G 506
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Steere

506

Marian Votaw
Marian Votaw, wife of Gordon S. Votaw

A S S I G N O R S

P.O. Box 3426, Midland, Texas 79702
Address of Assignors

Sydney E. Niblo, Trustee of the
James M. Anderson Trust
Tax ID No. 75-6250566

A S S I G N E E

P.O. Box 5352, Abilene, Texas 79706
Address of Assignee

STATE OF TEXAS X
COUNTY OF MIDLAND X

This instrument was acknowledged before me this 11th day of March, 1983, by Gordon S. Votaw.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: 4-27-85

STATE OF TEXAS X
COUNTY OF ~~TOM GREEN~~ Taylor X

This instrument was acknowledged before me this 17th day of March, 1983, by Marian Votaw, wife of Gordon S. Votaw.

Caroline Ec. Commerson
Notary Public for the
State of Texas

My Commission Expires: 7-1-86

STATE OF TEXAS X
COUNTY OF TAYLOR X

This instrument was acknowledged before me this 17th day of March, 1983, by Sydney E. Niblo, Trustee of the James M. Anderson Trust.

Jean Davis
Notary Public for the JEAN DAVIS
State of Texas

My Commission Expires: 8-31-84

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE SERIAL NO. W-61390
LEASE EFFECTIVE DATE 12-1-77

REFERENCE IS MADE to that certain oil and gas lease (the "Lease") Lease No. W-61390, effective date December 1, 1977, from the Bureau of Land Management, Department of Interior of the United States of America to Rolynne L. Hill covering the following described land, to-wit:

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 2: S/2
Section 11: E/2

Township 30 North, Range 106 West, 6th Prin. Mer.
Section 28: NE/4

containing 800 acres, more or less, Sublette County, Wyoming.

The undersigned, Gordon S. Votaw and Marian Votaw are the owners of an undivided 5% overriding royalty interest under the Lease and it is the purpose and intent of the parties hereto to convey a portion of their interest as hereinafter follows:

THEREFORE, IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gordon S. Votaw and wife, Marian Votaw, hereby grant, bargain, sell, assign and convey to Sydney E. Niblo, Trustee of the Nancy L. Anderson Life Trust, P.O. Box 5352, Abilene, Texas 79608, an overriding royalty interest free and clear of all costs of development, production, marketing and operating equal to .1333% of 8/8 of the oil and gas produced from the above described land.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This Assignment is made without warranty, either express or implied. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives and assigns.

EXECUTED this 11th day of March, 1983.

197158

Gordon S. Votaw

RECORDED July 19 1983 8:00 AM
IN BOOK 68 Ovrs PAGE 508
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Marian Votaw

Marian Votaw, wife of Gordon S. Votaw

A S S I G N O R S

P.O. Box 3426, Midland, Texas 79702
Address of Assignors

Sydney E. Niblo, Trustee of the Nancy L. Anderson Life Trust
Tax ID No. 75-6250564

A S S I G N E E

P.O. Box 5352, Abilene, Texas 79706
Address of Assignee

STATE OF TEXAS)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me this 11th day of March, 1983, by Gordon S. Votaw.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: _____

STATE OF TEXAS)(
COUNTY OF ~~TOM GREEN~~ Taylor)(

This instrument was acknowledged before me this 17th day of March, 1983, by Marian Votaw, wife of Gordon S. Votaw.

Caroline F. Cameron
Notary Public for the
State of Texas

My Commission Expires: 7-1-86

STATE OF TEXAS)(
COUNTY OF TAYLOR)(

This instrument was acknowledged before me this 17th day of March, 1983, by Sydney E. Niblo, Trustee of the Nancy L. Anderson Life Trust.

Jean Davis
Notary Public for the JEAN DAVIS
State of Texas

My Commission Expires: 8-31-84

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE SERIAL NO. W-61390
LEASE EFFECTIVE DATE 12-1-77

REFERENCE IS MADE to that certain oil and gas lease (the "Lease") Lease No. W-61390, effective date December 1, 1977, from the Bureau of Land Management, Department of the Interior of the United States of America to Rolynne L. Hill covering the following described land, to-wit:

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 2: S/2
Section 11: E/2

Township 30 North, Range 106 West, 6th Prin. Mer.
Section 28: NE/4

containing 800 acres, more or less, Sublette County, Wyoming.

The undersigned, Gordon S. Votaw and Marian Votaw are the owners of an undivided 5% overriding royalty interest under the Lease and it is the purpose and intent of the parties hereto to convey a portion of their interest as hereinafter follows:

THEREFORE, IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gordon S. Votaw and wife, Marian Votaw, hereby grant, bargain, sell, assign and convey to Tommy D. Casbeer, P.O. Box 3426, Midland, Texas 79702, an overriding royalty interest free and clear of all costs of development, production, marketing and operating equal to .5% of 8/8 of the oil and gas produced from the above described land.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This Assignment is made without warranty, either express or implied. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives and assigns.

EXECUTED this 11th day of March, 1983.

Gordon S. Votaw

197159

RECORDED July 19 1983 8:00 AM
IN BOOK 68 Oil & Gas PAGE 510
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Marian Votaw

Marian Votaw, wife of Gordon S. Votaw

A S S I G N O R S

P.O. Box 3426, Midland, Texas 79702
Address of Assignors

Tommy D Casbeer

Tommy D. Casbeer

A S S I G N E E

P.O. Box 3426, Midland, Texas 79702
Address of Assignee

STATE OF TEXAS X
COUNTY OF MIDLAND X

This instrument was acknowledged before me this 11th day of March, 1983, by Gordon S. Votaw.

Cindy Robison

Notary Public for the
State of Texas

My Commission Expires: 4-27-85

STATE OF TEXAS X
COUNTY OF ~~TOM GREEN~~ Taylor X

This instrument was acknowledged before me this 7th day of March, 1983, by Marian Votaw, wife of Gordon S. Votaw.

Caroline Ann Cameron

Notary Public for the
State of Texas

My Commission Expires: 7-1-86

STATE OF TEXAS X
COUNTY OF MIDLAND X

This instrument was acknowledged before me this 25th day of March, 1983, by Tommy D. Casbeer.

Cindy Robison

Notary Public for the
State of Texas

My Commission Expires: 4-27-85

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

COUNTY OF SUBLETTE
STATE OF WYOMING

LEASE SERIAL NO. W-61390
LEASE EFFECTIVE DATE 12-1-77

REFERENCE IS MADE to that certain oil and gas lease (the "Lease") Lease No. W-61390, effective date December 1, 1977, from the Bureau of Land Management, Department of the Interior of the United States of America to Rolynne L. Hill covering the following described land, to-wit:

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 2: S/2
Section 11: E/2

Township 30 North, Range 106 West, 6th Prin. Mer.
Section 28: NE/4

containing 800 acres, more or less, Sublette County, Wyoming.

The undersigned, Gordon S. Votaw and Marian Votaw are the owners of an undivided 5% overriding royalty interest under the Lease and it is the purpose and intent of the parties hereto to convey a portion of their interest as hereinafter follows:

THEREFORE, IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gordon S. Votaw and wife, Marian Votaw, hereby grant, bargain, sell, assign and convey to Charles R. Franklin, P.O. Box 3426, Midland, Texas 79702, an overriding royalty interest free and clear of all costs of development, production, marketing and operating equal to .5% of 8/8 of the oil and gas produced from the above described land.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This Assignment is made without warranty, either express or implied. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, legal representatives and assigns.

EXECUTED this 11th day of March, 1983.

Gordon S. Votaw

197160

RECORDED July 19 1983 8:00 A.M.
IN BOOK 68 Deeds PAGE 512
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Marian Votaw

Marian Votaw, wife of Gordon S. Votaw

A S S I G N O R S

P.O. Box 3426, Midland, Texas 79702
Address of Assignors

Charles R. Franklin

A S S I G N E E

P.O. Box 3426, Midland, Texas 79702
Address of Assignee

STATE OF TEXAS)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me this 11th day of March, 1983, by Gordon S. Votaw.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: 4-27-85

STATE OF TEXAS)(
COUNTY OF ~~TOM GREEN~~ Taylor)(

This instrument was acknowledged before me this 17th day of March, 1983, by Marian Votaw, wife of Gordon S. Votaw.

Caroline Jo Cameron
Notary Public for the
State of Texas

My Commission Expires: 7-1-86

STATE OF TEXAS)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me this 25th day of March, 1983, by Charles R. Franklin.

Cindy Robison
Notary Public for the
State of Texas

My Commission Expires: 4-27-85

197197

RECORDED July 22 1983 8:00 AM
IN BOOK 68 Oil & G PAGE 514
FEES 11.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

PARTIAL ASSIGNMENT OF
LEASE OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

THE UNDERSIGNED, PETRO-SEARCH, INC., as to an undivided 12.5%, C F BRAUN & CO, as to an undivided 50%, DYCO PETROLEUM CORPORATION, as to an undivided 18.75%, and PETROLEUM, INC., as to an undivided 18.75%, hereinafter called Assignor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto BELCO PETROLEUM CORPORATION and CHANDLER & ASSOCIATES, INC., hereinafter called Assignee, in the proportions of Belco 75% and Chandler 25%, an undivided FORTY PERCENT (40%) of all of the operating rights from the surface of the ground down to the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit 2-16 Well in the following-described Oil and Gas Lease, to-wit:

State of Wyoming Oil and Gas Lease 66-5165 dated March 2, 1966, INSOFAR AND ONLY INSOFAR as said Lease covers the following-described lands in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th PM
Section 16: NW/4, W/2 NE/4, N/2 SW/4

Containing 320.00 acres, more or less

together with the undivided interest in the Fogarty Creek Unit 2-16 Well, well equipment, fixtures and personal property appurtaining thereto, as to formations from the surface of the ground down to the stratigraphic equivalent of the total depth drilled in said Unit 2-16 Well, obtained by multiplying the operating rights interest assigned hereby (40%) by a fraction having as its numerator the number of surface acres in the lands described above lying within the Participating Area B (all of said lands) and as its denominator the total number of surface acres in Participating Area B for the Frontier Formation, Fogarty Creek Unit, Sublette County, Wyoming, being 40% of 320.00/2885.26 acres.

From and after the effective date hereof, the operating rights in the lands described above will be owned in the following proportions:

Petro-Search, Inc.	7.50%
C F Braun & Co	30.00%
Dyco Petroleum Corporation	11.25%
Petroleum, Inc.	11.25%
Belco Petroleum Corporation	30.00%
Chandler & Associates, Inc.	10.00%
	100.00%

941 /9070-00

514

THIS ASSIGNMENT of Lease Operating Rights is subject to the following terms and conditions:

1. Assignee has accepted this Assignment of Lease Operating Rights as to the depth limitation described herein in lieu of the overriding royalty interest reserved by Assignee in that certain Assignment of Lease Operating Rights dated November 21, 1977 from Assignee to Assignor, which overriding royalty interest is converted to an operating rights interest in the lands and depth specified herein by reason of payout of the Fogarty Creek Unit 2-16 well on the effective date of this instrument.

2. The interest herein converted from an overriding royalty interest shall bear and pay its proportionate part of only those burdens on production which were in effect on July 20, 1976.

3. This Assignment of Lease Operating Rights is made without warranty of title, express, implied or statutory. This instrument shall inure to and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED this 4th day of August, 1981, effective as of 7:00 a.m., June 4, 1977.

ATTEST:

By _____
Assistant Secretary

PETRO-SEARCH, INC.

By _____
James M. Richardson, President

ATTEST:

By _____
Assistant Secretary

C F BRAUN & CO

By _____
Vice President

ATTEST:

By _____
Assistant Secretary

DYCO PETROLEUM CORPORATION

By _____
Vice President

PETROLEUM, INC.

_____
Thomas L. Chamberlin, Attorney-in-Fact

Filed in the lease file without board action.
Filed: March 4, 1982

atlz

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me by _____
Thomas L. Chamberlin as Attorney-in-Fact of PETROLEUM, INC., this
1st day of October, 1981.

Judy Ann Harper
Notary Public

My commission expires:

December 5, 1984

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by James M. Richardson, as President of PETRO-SEARCH, INC., this _____ day of September, 1981.

WITNESS my hand and official seal.

My commission expires: 6-22-85 Mickey K. Dethloff
Notary Public

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Earl V. Tessem, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of C F BRAUN & CO, 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 4th day of August, 1981.

My commission expires: 7-1-85 Joyce Butler Hogan
Notary Public

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me by Carroll T. Rouse as Vice President of DYCO PETROLEUM CORPORATION, this 25th day of September, 1981.

WITNESS my hand and official seal.

My commission expires: 7-15-85 Bonnie Allison
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign, and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 2% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignees, their successors and assigns.

EXECUTED THIS 14th day of June, 1983

ENERGETICS OPERATING COMPANY

By: _____ mlb
Gene W. Anderson
Vice President-Land

ATTEST:

_____
Assistant Secretary

197198

RECORDED July 22 1983 8:00 AM
IN BOOK 68 Oil & Gas PAGE 518
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Heron State #10-16
WY-582

518

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 OPERATING COMPANY, a Colorado 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 11th day of June, 1983

My Commission Expires

Notary Public

6-3-83

NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 14th day of June, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
14134	STA-W-72-28069	Betty B. Shaffer	11/2/72	Township 27 North, Range 111 West Section 16: All Limited in depth from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet	Not Available	

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Royalty Participation Plan of Energetics, Inc., a/k/a/ Energetics Royalty Participation Plan, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign, and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") all of Assignor's right, title and interest in, to and under the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situation in Sublette County, Wyoming.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 19th day of May, 19 83, to be effective as of the first day of December, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC. a/k/a ENERGETICS ROYALTY PARTICIPATION PLAN

By: J. T. Reagan
J. Thomas Reagan, Trustee

STATE OF COLORADO)

COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. Thomas Reagan, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Royalty Participation Plan of Energetics, Inc. a/k/a Energetics Royalty Participation Plan and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of May, 1983.

MY COMMISSION EXPIRES:

10-3-83

Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

197199

FILED for RECORD July 22 1983 8:00 AM
68 Opt PAGE 521
Lou Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

Federal #10-28
(WY-349)

[redacted] [redacted] [redacted]

Exhibit "A'

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, Inc., a/k/a Energetics Royalty Participation Plan, as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 19th day of May, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12365	USA W-62117	R. Ken Williams	2/1/78	Township 27 North, Range 111 West Section 28: NW/4, N/2SW/4, SE/4SW/4	67	646
12366	USA W-68454	Edward H. Judson	9/1/79	Township 27 North, Range 111 West Section 28: SW/4SW/4 Insofar and only insofar as said leases cover formations from the surface of the ground down to 10,306 feet.	Not Available	

527

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Royalty Participation Plan of Energetics, Inc., 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign, and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") all of Assignor's right, title and interest in, to and under the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 8th day of June, 19 83, to be effective as of the first day of December, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC.

By: _____
J. Thomas Reagan, Trustee

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. Thomas Reagan, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Royalty Participation Plan of Energetics, Inc., and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of June, 1983.

MY COMMISSION EXPIRES:

10-3-83

Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

197200

July 22 1983 8:00 AM
Book 68 Ovr Page 523
Lou Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Federal #30-31
([redacted])

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, Inc., as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 8th day of June, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA W-62791	Robert W. Myers	May 1, 1978	Township 28 North, Range 111 West Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2SE/4 Township 28 North, Range 112 West Section 25: E/2 of Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 Containing 659.12 acres, more or less Sublette County, Wyoming	Not Available	
12466 A	Daniel E. Chapel, a Widower	James A. Erickson	March 7, 1981, Effective April 14, 1981	Township 28 North, Range 112 West Section 24: Lots 9, 11, SE/4SW/4 Section 25: Lots 2, 5, N/2NW/4, SE/4NW/4 Section 26: Lots 1, 7, and all that part of the Green River riparian thereto. Containing 295.27 acres, more or less Sublette County, Wyoming	61	461

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Royalty Participation Plan of Energetics, Inc., 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign, and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") all of Assignor's right, title and interest in, to and under the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 18th day of May, 19 83, to be effective as of the first day of December, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC.

By: J. T. Reagan mlb
J. Thomas Reagan, Trustee

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. Thomas Reagan, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Royalty Participation Plan of Energetics, Inc., and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 1983

MY COMMISSION EXPIRES:

12-3-83

DEBRA J. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

197201

RECORDED July 22 1983 8:00A M
IN BOOK 128 Deed PAGE 525
FEES $7.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

Federal #40-20
(WY-293)

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Royalty Participation Plan of Energetics, Inc., as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 18th day of May, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11104	USA W-36422	Jean D. True	10/1/72	Township 27 North, Range 111 West Section 22: N/2 Section 23: All Section 25: W/2, SE/4 Section 26: All	57 O&G	369
11105	USA W-57814	J. V. Walker	3/1/77	Township 27 North, Range 111 West Section 24: N/2	Not Available	
11103	USA W-65391	Energetics, Inc.	12/1/78	Township 27 North, Range 110 West Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 1, 2, E/2NW/4 Township 27 North, Range 111 West Section 24: SE/4 Section 25: NE/4	Not Available	
12740	USA W-54137	Melvin Meester	4/1/76	Township 27 North, Range 111 West Section 17: SE/4 Section 20: NE/4	64 O&G	328

525

Form 3110-2
(September 1973)
(formerly 3120-19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Mineral Eval.
APR 2 1974
GEOLOGICAL SURVEY
CASPER, WYOMING

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name F. L. Shogrin
Street Box 5752
City, State, Zip Code Denver, CO 80217

W 44283
(Serial Number)

This lease is subject for [illegible] by the [illegible] authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 27 N, R 111 W, 6th Prin Mer

Sec 18: Lots 1, 2, 3, 4, W½E½, E½W½
19: NW¼NE¼

RECEIVED
BUREAU OF LAND MANAGEMENT
1983 JUN 23 AM 10
CASPER, WYO.

CERTIFIED
to be a true and complete copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

Lands in lease were not within a known geologic structure on date of lease issuance.

E M Scholl
Area Geologist
For the Director
U. S. Geological Survey

Containing a total of 476.92 acres	Annual Rental . . . . . $ 238.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1974

THE UNITED STATES OF AMERICA

By Glenna Orl Sharp
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

March 29, 1974
(Date)

197237

RECORDED July 25 1983 8:00 AM
IN BOOK 68 Misc PAGE 527
FEES $14.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

[redacted] [redacted] [redacted]RIGINAL

LEASE TERMS

Sec. 1. *Rights of* [redacted] 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 and provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. [illegible] 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 or To furnish a bond in a sum double the amount of $2 per acre or more than $10,000, next yearly but not less than $[illegible] or 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 $[illegible] with approved corporate surety or with deposit of negotiable bonds as surety therefor, conditioned upon compliance with the terms of this lease unless a bond in such form is already being maintained or unless such a bond that form is or operator of the lease is accepted. (5) Until a [illegible] general lease bond is filed, to furnish and maintain a bond in the penal sum of not less than $1,[illegible] in those cases in which a bond is required by law for the protection of the owners of surface rights in any of the lands described herein, the face [illegible] lessee may file such bond as the regulations may permit [illegible] or, if [illegible] land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of the primary term of this lease, within [illegible] days of termination made thereafter to substitute a reasonable cooperative or surety bond [illegible] of the leased, said bond to be conditioned for the performance of the terms of this lease as to the land [illegible] the Interior may require or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States. (b) [illegible] 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 lower by reason of [illegible] or in lieu [illegible] the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through failure to drill and produce other wells in connection with the lease, 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 (d) 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 [illegible] lessor in advance an annual rental at the following rates

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) for each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) [illegible] 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 [illegible] 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 [illegible] a minimum royalty of $1 per acre or fraction [illegible] 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 [illegible] provided, the minimum royalty shall [illegible] the number of acres and rental shall be [illegible] the participating acreage as provided in subparagraph [illegible] above.

Royalty.—To pay the lessor 12½ percent [illegible] or sold from the leased lands [illegible] with the Oil and Gas Operating Regulations [illegible] agreed that the Secretary of the Interior may [illegible] for purposes of computing royalty on any of the 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 lessor be required to [illegible] such royalty oil or other products [illegible] the last day of the calendar month next following the calendar month in which produced nor be responsible [illegible] for the loss or destruction of royalty oil or other products [illegible] for royalties may be waived, suspended or [illegible] 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

of the lease to make rental, royalty or other payments to the lessor, to the order of the Bureau of Land Management at the place mentioned in the regulation 43 CFR 3122.2. If there is [illegible] on the leased land capable of producing oil or gas [illegible] the lessee fails to pay rental on or before the [illegible] payment shall be deemed timely made on the next official working day.

(e) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That the parties to 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.

(f) *Records, [illegible] and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands, and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep [illegible] 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 [illegible], 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 or final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913; 30 U.S.C. sec. 351).

(o) *Compliance with all statutory requirements and regulations.*—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) *Reports [illegible] operations.*—If any of the land included in this lease [illegible] for any particular purpose to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air or [illegible] Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties, or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove [illegible] debris, and so far as reasonably possible, restore [illegible] 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 [illegible] repair.*—To deliver up to the lessor in good order and condition [illegible] 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 appurtenant 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 the disposal of the resource on 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 [illegible] necessary to insure the sale of the production of the lease [illegible] United States and to the public at reasonable prices [illegible] 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 [illegible] contract or have it extracted from all gas produced [illegible], 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 [illegible] the same to the lessor, in the manner [illegible] any time 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 [illegible] provide. The residue shall be returned to the lessee [illegible] 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 in the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement for 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 or [illegible] and reserves the right to extract [illegible] helium in the gas sold, and that the lessor may [illegible] a pipeline carrier or any other gas gathering [illegible] the helium and return the gas to the owner [illegible] way 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 [illegible] other loss arising from the extraction of helium, [illegible] expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium for which he is not reasonably compensated. It is further agreed that any rights reserved or vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the gas [illegible] the lessor.

(e) *Taking of royalties.*—[illegible] pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 10 of the act to purchase casing, and lease or operate [illegible] water wells.

Sec. 4. *Drilling and production requirements.*—It is agreed that the rate of prospecting and [illegible] and the quantity and rate of production from the lands [illegible] 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 authorization, the Secretary of the Interior or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter [illegible] from time to time the rate of prospecting and development and the quantity and rate of production from the lands embraced by this lease.

Sec. 5. *Surrender and [illegible] termination.*—The lessee may surrender this lease or any [illegible] thereof by filing in the proper land office a [illegible] in triplicate, which shall be effective as of the [illegible] subject to the continued obligation of the lessee and [illegible] to make payment of all accrued rentals and royalties and [illegible] wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable [illegible] and regulations.

Sec. 6. *Purchase of [illegible] 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 [illegible] shall make default in the performance or observance of any of the terms hereof (other than that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of notice thereof by the Secretary of the Interior, this lease may be canceled by the lessor, in accordance with section 31 of the act: *Provided*, That if this lease covers lands known to contain deposits of oil or gas [illegible] the lessee [illegible] operate [illegible] provided in section [illegible] shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancelation of this lease [illegible] casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any [illegible] leased and shall become the property of the [illegible] or any part [illegible] termination and forfeiture of this lease or any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors or assigns of the respective parties hereto.

Sec. 9. *Unlawful interests.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

All waste water occurring from production, or other waste substances, must be disposed of in accordance with a plan approved by the Geological Survey.

If a producing well is obtained, the operator will be expected to minimize the visual impact of permanent surface facilities, particularly in the vicinity of routes and sites used for outdoor recreation. The plan to provide feasible measures to achieve this goal must be approved by the Geological Survey.

Reclamation of areas disturbed as a result of lessee's operations will be done, insofar as possible, concurrently with operations.

All necessary pipelines and utility lines will be buried. This stipulation may be waived for specific temporary lines by written permission of the District Manager, BLM.

Any existing BLM-controlled roads used for access to the lease will be maintained by the lessee in the same condition that they are in at the time that such use begins.

In order to minimize watershed damage, during wet or heavy snow periods the District Manager, BLM, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

W-44243

W 44243

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

WSO 3100-9
(Jul 1970)
(formerly
WSO 3120-6)

Serial No. _____
(

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Regional Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

Lands within area:

_____
SIGNATURE

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to be a true and comparative copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

All waste water occurring from production, or other waste substances, must be disposed of in accordance with a plan approved by the Geological Survey.

If a producing well is obtained, the operator will be expected to minimize the visual impact of permanent surface facilities, particularly in the vicinity of routes and sites used for outdoor recreation. The plan to provide feasible measures to achieve this goal must be approved by the Geological Survey.

Reclamation of areas disturbed as a result of lessee's operations will be done, insofar as possible, concurrently with operations.

All necessary pipelines and utility lines will be buried. This stipulation may be waived for specific temporary lines by written permission of the District Manager, BLM.

Any existing BLM-controlled roads used for access to the lease will be maintained by the lessee in the same condition that they are in at the time that such use begins.

In order to minimize watershed damage, during wet or heavy snow periods the District Manager, BLM, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

W-44243

LR 44243

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

Geological Survey
[redacted]
Casper, WY 82601

Management Agency *(name)*	Address *(include zip code)*
[redacted] Bureau of Land Management [redacted] Rock Springs, WY 82901	

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 849-258

CERTIFIED
to be a true and complete copy
of the official records on file

JUN 27 1983

BUREAU OF LAND MANAGEMENT

537

11 533 11

Form 3120–7
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number W 62875

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING

OIL AND GAS LEASE
(COMPETITIVE PUBLIC DOMAIN LANDS)

THIS INDENTURE OF LEASE, entered into, as of APR 1 1978, by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called lessor, and

Energetics, Inc.
Suite 1010, 333 West Hampden Ave.
Englewood, Colorado 80110

hereinafter called lessee, under, pursuant, and subject to the terms and provisions of the Act of February 25, 1920, (41 Stat. 437), as amended, (30 U.S.C. Sec. 181 *et seq*), hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof.

WITNESSETH:

Sec. 1. *Rights of lessee* – That lessor, in consideration or rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in or under the following-described tracts of land situated in the Bird Canyon field:

T 27 N, R 111 W, 6th Prin Mer, WY

Sec 30: Lot 4

R.L.C.
Y.H.-L.C.
S.H.

197238

RECORDED July 25 1983 8:00 AM
IN BOOK 68 Misc PAGE 533
FEES $18.00 Lavoy Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

CERTIFIED
to be a true and complete copy
of the official records of this
JUN 27 1983
BUREAU OF LAND MANAGEMENT

containing 31.43 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of five (5) years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

Sec. 2. In consideration of the foregoing, lessee agrees:

(a) *Bonds* – (1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 3104 applicable to this lease.

(b) *Cooperative or unit plan* – Within thirty (30) days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within thirty (30) days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, 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 lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate lessor, in full, each month for the estimated loss of royalty through drainage in the amount determined by said Director.

(2) At the election of lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior.

(3) Promptly after due notice, in writing, to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties* – To pay rentals and royalties in amount or value of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

[redacted] 10542 [redacted] 1-216 [redacted] FINAL

(1) It is [redacted]y 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 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 month next following the 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 lessee as reasonably may be required by lessor, but in no case shall lessee be required to hold such royalty oil or other products in storage beyond the last day of the month next following the 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 purpose 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 lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3103.1–2. 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 BLM 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 thirty (30) days after the effective date thereof any contract or evidence of other arrangement for the sale or disposal of oil, gas, natural gasoline, and other products of the 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 lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation, and costs.

(h) *Well records* – To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by 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 lessor when required. All information obtained under this paragraph, upon 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 request of 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 lessor; to carry on all operations in accordance with approved methods and practices 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 [redacted] and effectively all wells drilled in a[redacted] with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of lessee all reasonable orders of lessor relative to the matters in this paragraph, and that on failure of lessee so to do lessor shall have the right to enter on the property and to accomplish the purpose of such orders at lessee's cost: *Provided*, That lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and 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 lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity Clause* – The lessee agrees that, during the performance of this lease.

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The lessee will take affirmative action to ensure that applicants, are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the lessor setting forth the provisions of this Equal Opportunity Clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The lessee will send to each labor union or representative of workers with which lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the lessor, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity Clause of this lease or with any of said rules, regulations, or orders, this lease may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Federal Government contracts or leases in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) of this subsection 2(l) in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The lessee will take such action with respect to any contract, subcontract, or purchase order as the Secretary of the Interior may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, that in the event the lessee becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction by the Secretary of the Interior, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Certification of nonsegrated facilities* – By entering into this lease, the lessee certifies that lessee does not and will not maintain or provide for lessee's employees any segregated facilities at any of lessee's establishments, and that lessee does not and will not permit lessee's employees to perform their services at any location, under lessee's con-

tol, where segregated facilities are maintained. The lessee agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this lease. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Lessee further agrees that (except where lessee has obtained identical certifications from proposed contractors and subcontractors for specific time periods) lessee will obtain identical certifications from proposed contractors and subcontractors prior to the award of contracts or subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that lessee will retain such certifications in lessee's files; and that lessee will forward the following notice to such contractors and subcontractors (except where the proposed contractor or subcontractor has submitted identical certifications for specific time periods).

Notice to prospective contractors and subcontractors of requirement for certification of nonsegregated facilities — A Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each contract and subcontract or for all contracts and subcontracts during a period (i.e., quarterly, semiannually, or annually).

(n) *Assignment of oil and gas lease or interest therein* — As required by applicable law, to file for approval by 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 ninety (90) days from date of final execution thereof.

(o) *Pipelines to purchase or convey at reasonable rates and without discrimination* — If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the Act of August 7, 1947 (61 Stat. 913; 30 U.S.C. 351).

(p) *Lands patented with oil and gas deposits reserved to the United States* — To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(q) *Reserved or segregated lands* — If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(r) *Protection of the environment including the surface, other resources and improvements* — In accordance with the directives contained in the National Environmental Policy Act (83 Stat. 852; 42 U.S.C. 4321–4347), the requirements of other environmental legislation, the oil and gas leasing regulations (43 CFR 3100) and the Oil and Gas Operating Regulations (30 CFR 221).

(1) *General* — Lessee shall take such steps as required by the drilling permit, the attached stipulations, or the authorized officer to prevent activities or operations on the leased lands from: (i) causing or contributing to soil erosion or damage to crops or other vegetative cover on Federal or non-Federal lands in the vicinity; (ii) polluting soil, air, or water; (iii) creating hazards to wildlife or depriving them of the use of the natural elements of their habitat; (iv) disturbing the surface or damaging areas of scenic value or natural beauty; (v) damaging or removing improvements owned by the United States or other parties; or (vi) destroying, damaging, or removing fossils, historic or removing fossils, historic or prehistoric ruins or artifacts. Lessee shall, prior to the termination of bond liability or at any other time when required and in the manner directed by lessor, reclaim all land the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, restore access roads or trails to their former condition and remove structures. Lessor may prescribe, by stipulations to be subsequently included in this lease or through the authorized officer, the steps to be taken by lessee to protect or restore the environment both on and off the lands, and improvements thereon whether or not the improvements are owned by the United States.

(2) *Use of other resources* — Timber, mineral materials, and water from public water reserves or water developed by the Bureau of Land Management or its lessees, licensees, or permittees, except water rights established under State law acquired by such lessees, licensees, or permittees may be used only with advanced authorization from and on terms and conditions imposed by the authorized officer.

(3) *Antiquities and objects of historic value*

(i) Lessee shall immediately bring to the attention of the authorized officer any and all American antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this lease, and to leave such item(s) or condition(s) intact. Failure to comply with any of the terms and conditions imposed by the authorized officer with regard to the preservation of antiquities shall constitute a violation of the Antiquities Act (16 U.S.C. 431–433).

(ii) If the authorized officer determines that archaeological values exist or may exist on the lands within the lease and that they might be impaired by oil and gas operations, lessee will engage a recognized authority on archaeology, acceptable to the Bureau of Land Management, to survey and salvage, in advance of any operations, such values on the lands involved. The responsibility for and cost of this survey and salvage will be that of lessee.

(4) *Pollution Control* — Lessee agrees that this lease is subject to all relevant pollution control legislation at the Federal, State, or local level. Such legislation includes, but is not limited to the Clean Air Act, as amended (77 Stat. 392; 42 U.S.C. 1857, *et seq.*), the Refuse Act of 1899 (30 Stat. 1152; 33 U.S.C. 407–409), the Federal Water Pollution Control Act (62 Stat. 1155; 33 U.S.C. 1151–1161).

(5) *Stipulations* — To comply with stipulations attached hereto which are made a part of the lease or the approved *Application for Permit to Drill.*

(s) *Overriding royalties* — Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(t) *Deliver premises in case of forfeiture* — To deliver up to lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way* — The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the Act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface* — The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is unnecessary for the use of lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices* — Full power and authority to promulgate and enforce all orders necessary to assure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium* — The ownership of helium and the right to extract or have extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If lessor elects to take the helium, lessee shall deliver all or any portion of gas containing the same to lessor, in the manner required by lessor, at any point on the leased premises or, if the area is served at the time of production by a gas-gathering system owned or operated by lessee, at any point in that system specified by lessor, for extraction of the helium by such means as lessor may provide. The residue shall be returned to lessee, with no substantial delay in the delivery of the gas produced from the well to owner or purchaser thereof. Save for the value of the helium extracted, lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. Lessor

reserves the right [redacted], maintain and operate any and all reduction works [redacted] for extraction of helium on the leased premises. Lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in lessor under this paragraph shall also run to any agent or assignee of lessor or any purchaser of the rights of lessor.

(e) *Taking of royalties* — All rights pursuant to Sec. 36 of the Act, to take royalties in amount or in value of production.

(f) *Casing* — All rights pursuant to Sec. 40 of the Act to purchase casing and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions* — It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal and State laws, and regulations issued thereunder, 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* — Lessee may surrender this lease or any legal subdivision thereof by filing in the proper BLM office, a written relinquishment, in *triplicate*, which shall be effective as of the date of filing subject to the continued obligation of lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease* — Upon expiration of the lease, or the earlier termination thereof pursuant to Sec. 5 above, lessee shall have the privilege at [redacted] within a period of ninety (90) days [redacted] 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 lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided, that* lessee shall remove any or all such property where so directed by lessor.

Sec. 7. *Proceedings in case of default* — If lessee shall not comply with any of the provisions of the Act or the regulations thereunder or of this lease, or shall make default in the performance or observance of any of the terms hereof this lease may be canceled or terminated in accordance with Sec. 31 of the Act. This provision shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which lessor might otherwise have. Upon cancellation or termination of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of lessor. A waiver of any particular cause of cancellation or termination shall not prevent the cancellation or termination of this lease for any other cause of cancellation or termination, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors in interest* — It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest* — It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, (41 U.S.C. Sec. 22) as amended, and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

Sec. 10. *Stipulations* — ☒ Stipulations are attached hereto and made a part hereof. The attached stipulations appear as consecutively numbered pages, commencing with page 1 hereafter. ☐ Stipulations are *not* attached.

THE UNITED STATES OF AMERICA

ENERGETICS, INC.

BY: Robert L. Mehl
(Signature of Lessee)
Robert L. Mehl, President

By Glenna W. Bass
(Authorized Officer)

ATTEST:
Marguerite C. Scott
Assistant Secretary

Chief, Oil & Gas Section
(Title)

MAR 31 1978
(Date)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

GPO 839-217

5-37

Form 3120–9
(February 1965)
(formerly 4–1691a & b)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RENTALS AND ROYALTIES FOR OIL AND GAS LEASES

SCHEDULE "A" – NONCOMPETITIVE

RENTALS. To pay the lessor in advance on or before the first day of the month in which the lease issues a rental at the following rates:

a. If the lands are wholly outside the known geologic structure of a producing oil or gas field: 50 cents per acre or fraction thereof for each lease year.

b. On leases wholly or partly within the geologic structure of a producing oil or gas field;

1. If not committed to a cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $2 per acre or fraction thereof.

2. On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre or fraction thereof each lease year following discovery.

MINIMUM ROYALTY. To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

ROYALTY ON PRODUCTION. To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

SCHEDULE "B" – COMPETITIVE

ROYALTY ON PRODUCTION. To pay the lessor the following royalty on production removed or sold from the leased lands.

1. When the average production for the month in barrels per well per day is:

OVER	NOT OVER	PERCENT OF ROYALTY	OVER	NOT OVER	PERCENT OF ROYALTY
	50	12.5	130	150	19
50	60	13	150	200	20
60	70	14	200	250	21
70	80	15	250	300	22
80	90	16	300	350	23
90	110	17	350	400	24
110	130	18	400		25

2. On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the month does not exceed 5,000,000 cubic feet, 12-1/2 percent; and when said production of gas exceeds 5,000,000 cubic feet, 16-2/3 percent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture.

MINIMUM ROYALTY. To pay the lessor in lieu of rental at the expriation of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

RENTALS. To pay the lessor in advance on or before the first day of the month in which the lease issued and for each lease year thereafter prior to a discovery of oil or gas on the leased lands, an annual rental of $2 per acre or fraction thereof.

NOTICE

The average production per well per day for oil and gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

GPO 847-855

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 849-258

CERTIFIED
to be a true and correct copy
of the official records on file

JUN 27 1983

BUREAU OF LAND MANAGEMENT

W 62875

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, Bureau of Land Management.

W-62875

CERTIFIED
to be a true and complete copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

(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.

CERTIFIED
To be a true and comparative copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

Form 4-1158
Ninth Edition
(August 1961)

541

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R990.4.

Office WYOMING

Serial No. W 2690

EU

Fill in on typewriter or print plainly in ink and sign in ink.

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss Margaret E. Allen
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

216 West 27th Street
(Number and Street)

Cheyenne, Wyoming 82001
(City and State)

2. Land requested: State ____ County ____ T. ____ : R. ____ : Meridian

Parcel #490

RECORDED July 25 1983 8:00 AM
BOOK 68 Deed PAGE 541
FEES $8.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

197239

Total Area ____ Acres

3. Land included in lease: State WYOMING County Sublette T. 27N : R. 111W : 6th PMeridian

CERTIFIED
To be a true and correct copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

Sec. 31: Lots 1 thru 7 incl., NE¼, E½NW¼, NE¼SW¼, N½SE¼
Sec. 32: Lot 1

(Offeror does not fill in this block) Total Area 592.69 Acres Rental retained $ 296.50

4. Amount remitted: Filing fee $10, Rental $____, Total $____

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ____ Naturalized ____ Corporation or other legal entity (specify what kind): ____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☐ is ☐ is not the sole party in interest in this offer and lease, if issued. (*If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.*)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this ____ day of ____, 19____

____ (Lessee signature)

____ (Lessee signature)

____ (Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By Dave L B. Morgan (Signing officer)

ASSISTANT MANAGER, OIL & GAS (Title)

NOV 10 1966 (Date)

Effective date of lease DEC 1 1966

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

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 [redacted]tious or fraudulent statements or represe[redacted] as to any matter within its jurisdiction.

[redacted] both sides of this official form, in accordance with th[redacted] of 43 CFR 192.42 (a).

LEAS[redacted]MS

[redacted]

SECTION 1. *Rights of lessee.*—[redacted] 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, 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) *Lease terms.*—(1) To pay the rental required by this lease and the current regulations until such time as it shall not be subject to rental as a condition for maintaining this lease; (2) to pay royalty as required in a sum [illegible] the amount of $2 per acre annual rental, but of not less than $2 nor more than $5,000, upon the exclusion of any part of the leased land within the known geologic structure [illegible] producing oil or gas; and (3) To furnish proof, prior to beginning of drilling operations and thereafter as required by the lessor, of bond in the penal sum of $10,000 with approved corporate surety, or other bond of United States lands as may be offered, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already maintained or unless such a bond is executed by an operator of the lease as approved. (b) Until a general lease bond is offered 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.

(c) *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.

(d) *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 authorized by the law 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.

(e) *Rentals and royalties.*—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalties.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (ii) above.

Royalty on production.—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 the leased lands 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 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.

(f) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the proper office of the Bureau of Land Management at the places designated in the regulations (43 CFR 191.12). If there is no well on the leased lands in the regulation 43 CFR 191.12. 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.

(g) *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.

(h) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost, a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(i) *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.

(j) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(k) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(l) *Taxes and wages, freedom of purchase.*—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(m) *Nondiscrimination Clause.*—In connection with the performance of work under 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 said labor union or workers' representative of the lessee's commitments under this Nondiscrimination 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. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee 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 clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled 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. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(n) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(o) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U. S. C. sec. 351).

(p) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(q) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(r) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface tenant, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(s) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(t) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

SEC. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of 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.*—[illegible] 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 12 of the act, 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 reserved 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 plan 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 be charged [illegible] of value of the gas from which the helium has been extracted [illegible] 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.

(f) *Casing.*—All rights pursuant to section 10 of the act to purchase casing, and lease or operate valuable water wells.

SEC. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

SEC. 6. *Purchase of materials, etc., on lands [illegible] 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 issued thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which is subject to 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 land shall become the property of the lessor. 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 agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. Sec. 22) and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is more than one land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(a). If more than one tract is described, the offeror will have [illegible] days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manner will be marked by the land office. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4–1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.46a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or deposits covered by said assignments.

9. The offer will be rejected and returned to the offeror and will afford the applicant no priority if: (a) The land description does not comply with the requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.42(e)(4)(ii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e)(4); and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e)(5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item (5) (a) and 5(e) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30 day period another offer is filed.

B. SPECIAL INSTRUCTIONS[1]

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42 (d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee must pay for the additional land as the yearly rental on such lands is $2 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement showing the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock held of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over [illegible] additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 5 (b).—Acreage included in applications and leases subject to certain development contracts authorized by the Secretary under authority of section 17 (b) [illegible]

Item 5 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished lessee with the lease when issued. The forms covering them with a brief description are as follows: 4–216 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4–467 Lands potentially irrigable; 4–467 (a) Lands within the [illegible] limits of a reservoir site; 4–467 (b) Lands within the drainage area of a constructed reservoir; 4–1223 Lands withdrawn for power purposes; and 4–1383, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (e).—If there are settlers attach a sheet giving the name and post-office address of each and description of the area claimed by metes and bounds or protracted surveys and approximate legal subdivisions.

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offeror, setting forth 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. Any separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

[1] Items numbered according to numbers on offer form.

542

GPO 854558

WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity", in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

CERTIFIED
to be a true and correct copy
of the official records on file
JUN 27 1983
BUREAU OF LAND MANAGEMENT

Form 3106-5
(August 1977)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Federal #30-[redacted]
FORM APP[redacted]
OMB NO. 42-R1599

Serial No. W-62791

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

197240

Energetics Inc., a Colorado corporation
333 West Hampden Avenue, Suite 1010
Englewood, Colorado 80110

RECORDED July 25 1983 8:00 AM
BOOK 68 Oil PAGE 544
FEES $6.00 Lorna J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* 5-1-78, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

Sublette County, Wyoming
T 28 N R 111 W
Sec 31 - lots 1,2,3,4, E½W½, W½SE¼
T 28 N R 112 W
Sec 25 - E½ of lot 1, lots 3,4,6,7, SE¼SW¼NE¼, SE¼NE¼SW¼, SE¼SW¼, W½SE¼
659.12 acres

CERTIFIED
to be a true and comparative copy of the official records on file
JUN 13 1983
BUREAU OF LAND MANAGEMENT

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 5%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9 day of May, 1978

Robert W. Myers
(Assignor's Signature)
Robert W. Myers

Suite 254
6060 North Central Expressway
(Assignor's Address)

Dallas Texas 75206
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUL 1 1978

By [signature] 2200
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 17 1978
(Date)

WY-322

544

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

ORIGINAL

PART II 545

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

MONTANA 065500

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 11th day of May , 19 78.

ATTEST:

Margaret E. Scott
Assistant Secretary

ENERGETICS, INC., a Coloradd corporation

P. D. Maher (Assignee's Signature)
Executive Vice President

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 13 1983
BUREAU OF LAND MANAGEMENT

333 West Hampden Avenue, Suite 1010
Englewood, Colorado 80110
(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.

Sec 25 - E½ of lot 1. lots 3,4,6,7,

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor of its intention to do so at any time not less than forty-five (45) days prior to the rental due date under said lease by written notice, and in that event upon written demand by said Assignor if received by Assignee within fifteen (15) days after mailing of such notice, said Assignee, its successors and assigns, will reassign said lease, or that portion thereof, on which it does not choose to pay said rentals, to said Assignor. In the absence of any such demand, no obligation on said Assignee, its successors and assigns, to reassign said lease shall exist. Assignee shall exert its best efforts to comply with the terms of this Rider, but Assignee shall not be in any way liable.

...reserving royalties or production payments, if any),

herein,
payable
oil per

State of Texas)
: ss
County of Dallas)

id belief

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th day of May, 1978, personally appeared Robert William Thrift, 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 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:
4-14-80

Notary Public

06
Zip Code)

matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by

parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each 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 ...teen (15) days after filing assignment.

STIPULATION TO ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by an Assignment of Overriding Royalty Interests dated December 7, 1982, and recorded December 16, 1982 in Book 736 at page 1820 of the records of Sweetwater County, Wyoming and recorded January 3, 1983 in Book 67 of Oil and Gas at Page 21 of the records of Sublette County, Wyoming, Davis Oil Company, as Assignor, assigned to Edward E. Lafaye, an Individual and Edward Blackshear Coalson, III, an Individual, as Assignees, certain overriding royalty interests in various lands under the following leases issued by the United States of America; and

FEDERAL NO.	DAVIS NO.
W-0320797	D-5642
W-66293	D-5658-1
W-66294	D-5700-1
W-27518	D-5866
W-66306	D-5866-2
W-66305	D-5868-2
W-52118	D-5866-1
W-0318323	D-5632
W-5106	D-5697
W-72445	D-5717-1
W-5192	D-5718
W-5561	D-5720
W-5123	D-5868
W-5560	D-5596
W-6177	D-5684
W-5116	D-5700
W-82449	D-5700-2
W-52116	D-5868-1
W-53372	D-7935
W-45225	D-7936
W-48184	D-8348

WHEREAS, the parties desire to stipulate said assignment in order to amend the effective date of said assignment.

NOWTHEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties do hereby stipulate and agree to amend said assignment by adding thereto the following paragraph:

> "NOTWITHSTANDING THE DATE HEREOF, THIS ASSIGNMENT SHALL BE DEEMED TO BE EFFECTIVE FOR ALL PURPOSES AS OF OCTOBER 19, 1982."

THIS STIPULATION is made for the sole purpose of amending the effective date of said assignment. All other terms, provisions, and conditions of the Assignment heretofore described are still in force and effect.

AGREED TO AND EXECUTED this 15th day of June, 1983.

DAVIS OIL COMPANY, a Partnership

by Mollie T. Weiss
Mollie T. Weiss, Attorney in Fact

197266

RECORDED July 26 1983 8:00 A.M
IN BOOK 68 Deed PAGE 546
FEES $11.50 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McCuistion

#1 Goldenrod Unit/land/sgh

Stipulation between Davis Oil Company, Edward E. Lafaye and Edward Blackshear Coalson, III

x Edward E. Lafaye
EDWARD E. LAFAYE, an Individual

x Edward Blackshear Coalson III
EDWARD BLACKSHEAR COALSON, III,
an Individual

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 15 day of June, 1983, 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.

x Sue G. Hentsch
Notary Public

My Commission Expires: My Commission Expires June 23, 1984

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 20 day of June, 1983, before me, a Notary Public in and for said County and State, came the above named EDWARD E. LAFAYE, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged that he executed the above instrument as his free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

x Sue G. Hentsch
Notary Public

My Commission Expires: My Commission Expires June 23, 1984

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 15 day of July, 1983, before me, a Notary Public in and for said County and State, came the above named EDWARD BLACKSHEAR COALSON, III, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged that he executed the above instrument as his free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

x Sue W. Henseleit
Notary Public

My Commission Expires:

My Commission Expires June 23, 1984

349

Sublette Co. Wyo.

ASSIGNMENT, BILL OF SALE, CONVEYANCE AND POWER OF ATTORNEY

This Assignment, Bill of Sale, Conveyance and Power of Attorney, dated this 21 day of March, 1983, but effective as of September 20, 1982 at midnight, local time, is from Croyal I Ltd., a New York limited partnership (herein called "Assignor"), with an address of c/o Cramer Rosenthal & Company, 717 Westchester Avenue, White Plains, New York 10604, to Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership (herein called "Assignee"), with an address of 15 Court Square, Suite 620, Boston, Massachusetts 02108.

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee an undivided 16% of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called 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, farmouts, leases, permits, easements, licenses, rights of ways and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty

THIS INSTRUMENT WAS PREPARED BY:
Jan N. Steiert, Esq.
Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

197267

RECORDED July 26 1983 8:00 A M
IN BOOK 68 Misc PAGE 549
FEES $24.00 Linda Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Steurie

WY-349

interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

If Assignor is married, the spouse of Assignor joins herein for the purpose of agreeing to convey to Assignee all of the interests, if any, of said spouse in the Interests, and said spouse does hereby grant, transfer, convey and assign to Assignee all of the interest (including, without limitation, community property rights and rights of dower or curtesy), if any, of said spouse in the Interests and hereby waives any right or claim of such spouse in the Interests under the homestead or similar laws of any state or province, and said spouse does appoint the persons or entities named above or any of them as said spouse's lawful agents and attorneys-in-fact for the purpose of executing, delivering and recording any instrument necessary or desirable to (1) fully convey to Assignee the above-described interests of said spouse and (2) waive and disclaim all of said spouse's rights and claims in the Interests under the homestead or similar laws of any state or province. If no spouse's signature appears hereon, Assignor is deemed to represent and warrant that no spouse's signature is required under applicable law.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to

which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

APPOINTMENT OF ATTORNEY-IN-FACT

For the same consideration, Assignor hereby irrevocably constitutes and appoints Assignee or the holder or holders of record title to the Interests or any part thereof or Jordan R. Smith, J. Thomas Reagan, or Thomas P. Briggs, and each of them, or any other designee of Assignee, as Assignor's true and lawful agents and attorneys-in-fact with full power and authority, and with full power of substitution, in the name, place and stead of Assignor, to (1) execute, acknowledge, deliver and file for record assignments of Assignor's interest in and to all of the oil and gas leases owned or held by or on behalf of Assignor covering the Prospects or any part thereof described in Schedule 1, (2) execute, acknowledge, deliver and file for record any and all instruments which may be necessary or desirable to transfer to or vest and confirm in Assignee defensible, legal and record title to the Interests including, without limitation, all of the interest of Assignor in and under each lease, agreement, farmout, unit, designation of unit, unit agreement, easement, or other instrument or agreement relating to the Interests, and all additional instruments, if any, which may be necessary or desirable to effectuate the transactions contemplated hereby and by the Prospectus of Assignee dated February 11, 1983, as amended, upon the terms herein and therein contained and with the same warranties and representations herein provided, (3) execute, deliver, record and file with the United States Bureau of Land Management or any federal, state, provincial or local agency, any and all instruments which may be necessary or desirable to effect the transfer of all of Assignor's interests in any lease issued by the United States or any state, province or tribal or other governmental authority, and (4) execute on behalf of Assignor all other documents necessary to consummate the exchange and transfer of the Interests. This power of attorney shall be deemed coupled with an interest, shall be irrevocable and shall not be affected by the death, disability, incapacity or dissolution of Assignor.

EXECUTED TO BE EFFECTIVE for all purposes as of September 30, 1982 at midnight, local time.

[redacted] [redacted]

Signature(s) of Assignor(s)

Croyal 1 Ltd [redacted]

Full Name(s) of Assignor(s) (Please print)

General Partner [redacted]

Full Title of Person(s) Signing (if appropriate)

[redacted] [redacted]

Signature of Spouse(s) of Person(s) Signing

[redacted] [redacted]

Name of Spouse(s) of Person(s) Signing

Attest: (If Corporation)

[redacted]

Secretary

[SEAL]

Dated this 6th day of June, 1983.

(North Dakota, Wyoming)

ACKNOWLEDGMENT

STATE OF N.Y.)
) ss.
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 6th day of June, 1983, by Richard D. Segal, (*), of , a , on behalf of Croyal I Ltd., a New York limited partnership. Witness my hand and official seal.

My commission expires:

Ascensina D. Prieto
Westchester, Notary Public

ASCENSINA D. PRIETO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01PR4923939
Qualified in Westchester County
Term Expires March 30, 1984

Residence: (City, State)

Address: 262 Drake Ave
New Rochelle NY

(SEAL)

FOR INFORMATION PURPOSES ONLY

*Complete if general partner is other than an individual, e.g., "president of XYZ, Inc., a New York corporation" or "general partner of ABC, Ltd., a Colorado limited partnership."

COUNTERPARTS AND PREFACE TO SCHEDULE 1

This instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Schedule 1 hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

SCHEDULE 1. SECTION I

PROSPECT NUMBER 67345 BIRD BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
12365	USA 6-62117	BIRD BUTTE	R.KEN WILLIAMS	67 SUBLETTE	02/01/78
DESCRIPTION	T 27 N R 111 W SEC 28 NE/4, N/2SW/4, SE/4SW/4 DEPTH A-- SFC TO 10,306 FT DEPTH B-- BELOW 10,306 FT				
12366	USA 6-68454	BIRD BUTTE	EDWARD M.JUDSON	67 SUBLETTE	09/01/79
DESCRIPTION	T 27 N R 111 W SEC 28 SW/4SW/4 DEPTH A- SURF TO 10,306 FT DEPTH B- BELOW 10,306 FT				

SCHEDULE 1. SECTION II

PROSPECT NAME: Bird Butte

COUNTY: Sublette

STATE: Wyoming

LEGAL DESCRIPTION: Township 27 North, Range 111 West ✓
Section 28: W/2

SCHEDULE 1. SECTION III

The joint venture formed in 1980 between MM&S and Croyal I Ltd., which joint venture has a taxpayer identification number of 84-0840948.

ASSIGNMENT, BILL OF SALE, CONVEYANCE AND POWER OF ATTORNEY

This Assignment, Bill of Sale, Conveyance and Power of Attorney, dated this 21 day of March, 1983, but effective as of September 30, 1982 at midnight, local time, is from Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership (herein called "Assignor"), with an address of 15 Court Square, Suite 620, Boston, Massachusetts 02108, to OIL & GAS MANAGEMENT GROUP, INC., a TEXAS corporation (herein called "Assignee"), with an address of 53 State Street, Boston, Massachusetts 02109.

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee 9% percent of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called 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, farmouts, leases, permits, easements, licenses, rights of ways and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty

THIS INSTRUMENT WAS PREPARED BY:
Jan N. Steiert, Esq.
Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

197268

RECORDED July 26 1983 8:00 A M
IN BOOK 68 Misc PAGE 560
FEES $26.00 Laura J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McGuire

wk-349

interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to

which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

APPOINTMENT OF ATTORNEY-IN-FACT

For the same consideration, Assignor hereby irrevocably constitutes and appoints Jordan R. Smith, J. Thomas Reagan, or Thomas P. Briggs, and each of them, as Assignor's true and lawful agents and attorneys-in-fact with full power and authority, and with full power of substitution, in the name, place and stead of Assignor, to (1) execute, acknowledge, deliver and file for record assignments of Assignor's interest in and to all of the oil and gas leases owned or held by or on behalf of Assignor covering the Prospects or any part thereof described in Schedule 1, (2) execute, acknowledge, deliver and file for record any and all instruments which may be necessary or desirable to transfer to or vest and confirm in Assignee defensible, legal and record title to the Interests including, without limitation, all of the interest of Assignor in and under each lease, agreement, farmout, unit, designation of unit, unit agreement, easement, or other instrument or agreement relating to the Interests, and all additional instruments, if any, which may be necessary or desirable to effectuate the transactions contemplated hereby and by the Prospectus of Energetics, Inc., a Delaware corporation dated February 11, 1983, as amended, upon the terms herein and therein contained and with the same warranties and representations herein provided, (3) execute, deliver, record and file with the United States Bureau of Land Management or any federal, state, provincial or local agency, any and all instruments which may be necessary or desirable to effect the transfer of all of Assignor's interests in any lease issued by the United States or any state, province or tribal or other governmental authority, and (4) execute on behalf of Assignor all other documents necessary to consummate the exchange and transfer of the Interests. This power of attorney shall be deemed coupled with an interest, shall be irrevocable and shall not be affected by the death, disability, incapacity or dissolution of Assignor.

If Assignor is married, the spouse of Assignor joins herein for the purpose of agreeing to convey to Assignee all of the interests, if any, of said spouse in the Interests, and said spouse does hereby grant, transfer, convey and assign to Assignee all of the interest (including, without limitation, community property rights and rights of dower or curtesy), if any, of said spouse in the Interests and hereby waives any right or claim of such spouse in the Interests under the homestead or similar laws of any state or province, and said spouse does appoint the persons or entities named above or any of them as said spouse's lawful agents and attorneys-in-fact for the purpose of executing, delivering and recording any instrument necessary or desirable to (1) fully convey to Assignee the above-described interests of said spouse and (2) waive and disclaim all of said spouse's rights and claims in the Interests under the homestead or similar laws of any state or province. If no spouse's signature appears hereon, Assignor is deemed to represent and warrant that no spouse's signature is required under applicable law.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of September 30, 1982 at midnight, local time.

PETRON OIL AND GAS LIMITED PARTNERSHIP-1980-I, a Massachusetts limited partnership

By: _____
Ronald M. Pearson,
General Partner

Dated: March 21, 1983

ATTEST:

_____
ASSISTANT Secretary
Betty P. Thomas
(SEAL)

By: Oil & Gas Management Group, Inc.,
a TEXAS corporation,

By: _____
president
Ronald M. Pearson

Dated: March 21, 1983

564

ACKNOWLEDGMENTS

(North Dakota and Wyoming)

State of Ma)
) ss.
County of Suffolk)

The foregoing instrument was acknowledged before me this 21 day of March, 1983, by Ronald M. Pearson, a general partner, on behalf of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership. Witness my hand and official seal.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen Notary Public

Residence: Boston, Ma
(City, state)

Address: Mail Place
One Post Office Square
Boston, MA

(SEAL)

State of Ma)
) ss.
County of Suffolk)

The foregoing instrument was acknowledged before me this 21 day of March, 1983, by Ronald M. Pearson, the _____ president of Oil and Gas Management Group, Inc., a Texas corporation, general partner, on behalf of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership. Witness my hand and official seal.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston, Ma
(City, state)

Address: Mail Place
One Post Office Square
Boston, MA

(SEAL)

(Texas)

State of Ma)
) ss.
County of Suffolk)

Before me Kathleen Borgen, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Ronald M. Pearson, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a General Partner of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and official seal, this 21 day of March, 1983.

My commission expires:
9/25/89

Kathleen Borgen
Kathleen Borgen, Notary Public

Residence: Boston Ma
(City, state)

Address: Smf. Dev
One Post Office Square
Boston, MA

(SEAL)

State of Ma)
) ss.
County of Suffolk)

Before me Kathleen Borgen, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Ronald M. Pearson, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ president of Oil and Gas Management Group, Inc., a Texas corporation, a General Partner of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership, and acknowledged to me that he

executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and official seal, this 21 day of March, 1983.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston, Ma
(City, state)

Address: Insp. Place
One Post Office Square
Boston, MA

(SEAL)

COUNTERPARTS AND PREFACE TO SCHEDULE 1

This instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Schedule 1 hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

SCHEDULE 1. SECTION I

PROSPECT NUMBER 4Y345 BIRD BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
12365	USA U-62117	BIRD BLTTE	R.KEN WILLIAMS BY SUBLETTE		02/01/78

DESCRIPTION T 27 N R 111 W
SEC 28 NW/4, N/2SW/4, SE/4SW/4
DEPTH A-- SFC TO 10,306 FT
DEPTH B-- BELOW 10,306 FT

12366	USA U-68454	BIRD BLTTE	EDWARD H.JUDSON BY SUBLETTE		09/01/79

DESCRIPTION T 27 N R 111 W
SEC 28 SW/4SW/4
DEPTH A- SURF TO 10,306 FT
DEPTH B- BELOW 10,306 FT

569

SCHEDULE 1. SECTION II

PROSPECT NAME: Bird Butte

COUNTY: Sublette

STATE: Wyoming

LEGAL DESCRIPTION: Township 27 North, Range 111 West
Section 28: W/2

SCHEDULE I. SECTION III

Not Applicable.

ASSIGNMENT, BILL OF SALE, CONVEYANCE AND POWER OF ATTORNEY

This Assignment, Bill of Sale, Conveyance and Power of Attorney, dated this 21 day of March, 1983, but effective as of September 30, 1982 at midnight, local time, is from Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership (herein called "Assignor"), with an address of 15 Court Square, Suite 620, Boston, Massachusetts 02108, to ENERGETICS, INC., a Delaware corporation (herein called "Assignee"), with an address of 116 Inverness Drive East, Englewood, Colorado 80112.

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee 73.2325 percent of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called 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, farmouts, leases, permits, easements, licenses, rights of ways and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty

THIS INSTRUMENT WAS PREPARED BY:
Jan N. Steiert, Esq.
Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

197269

RECORDED July 26 1983 8:00 A.M.
IN BOOK 68 Deed PAGE 572
FEES $32.00 Lorna J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

WY-349

interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to

which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

APPOINTMENT OF ATTORNEY-IN-FACT

For the same consideration, Assignor hereby irrevocably constitutes and appoints Assignee or the holder or holders of record title to the Interests or any part thereof or Jordan R. Smith, J. Thomas Reagan, or Thomas P. Briggs, and each of them, or any other designee of Assignee, as Assignor's true and lawful agents and attorneys-in-fact with full power and authority, and with full power of substitution, in the name, place and stead of Assignor, to (1) execute, acknowledge, deliver and file for record assignments of Assignor's interest in and to all of the oil and gas leases owned or held by or on behalf of Assignor covering the Prospects or any part thereof described in Schedule 1, (2) execute, acknowledge, deliver and file for record any and all instruments which may be necessary or desirable to transfer to or vest and confirm in Assignee defensible, legal and record title to the Interests including, without limitation, all of the interest of Assignor in and under each lease, agreement, farmout, unit, designation of unit, unit agreement, easement, or other instrument or agreement relating to the Interests, and all additional instruments, if any, which may be necessary or desirable to effectuate the transactions contemplated hereby and by the Prospectus of Assignee dated February 11, 1983, as amended, upon the terms herein and therein contained and with the same warranties and representations herein provided, (3) execute, deliver, record and file with the United States Bureau of Land Management or any federal, state, provincial or local agency, any and all instruments which may be necessary or desirable to effect the transfer of all of Assignor's interests in any lease issued by the United States or any state, province or tribal or other governmental authority, and (4) execute on behalf of Assignor all other documents necessary to consummate the exchange and transfer of the Interests. This power of attorney shall be deemed coupled with an interest, shall be irrevocable and shall not be affected by the death, disability, incapacity or dissolution of Assignor.

If Assignor is married, the spouse of Assignor joins herein for the purpose of agreeing to convey to Assignee all of the interests, if any, of said spouse in the Interests, and said spouse does hereby grant, transfer, convey and assign to Assignee all of the interest (including, without limitation, community property rights and rights of dower or curtesy), if any, of said spouse in the Interests and hereby waives any right or claim of such spouse in the Interests under the homestead or similar laws of any state or province, and said spouse does appoint the persons or entities named above or any of them as said spouse's lawful agents and attorneys-in-fact for the purpose of executing, delivering and recording any instrument necessary or desirable to (1) fully convey to Assignee the above-described interests of said spouse and (2) waive and disclaim all of said spouse's rights and claims in the Interests under the homestead or similar laws of any state or province. If no spouse's signature appears hereon, Assignor is deemed to represent and warrant that no spouse's signature is required under applicable law.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of September 30, 1982 at midnight, local time.

PETRON OIL AND GAS LIMITED PARTNERSHIP-1980-I, a Massachusetts limited partnership

By: _____
Ronald M. Pearson,
General Partner

Dated: March 21, 1983

ATTEST:

_____
ASSISTANT Secretary

(SEAL)

By: Oil & Gas Management Group, Inc.,
a TEXAS corporation,

By: _____
President

Dated: March 21, 1983

576

ACKNOWLEDGMENTS

(North Dakota and Wyoming)

State of Mass)
) ss.
County of Suffolk)

The foregoing instrument was acknowledged before me this 24 day of March, 1983, by Ronald M. Pearson, a general partner, on behalf of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership. Witness my hand and official seal.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston, Mass
(City, state)

Address: Insp Pl
One Post Office Square
Boston, MA

(SEAL)

State of Mass)
) ss.
County of Suffolk)

The foregoing instrument was acknowledged before me this 31 day of March, 1983, by Ronald M Pearson, the _____ president of Oil and Gas Management Group, Inc., a _____ corporation, general partner, on behalf of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership. Witness my hand and official seal.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston Mass
(City, state)

Address: Insp Pl
One Post Office Square
Boston, MA

(SEAL)

(Texas)

State of Ma)
) ss.
County of Suffolk)

Before me Kathleen Bergen, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Ronald M. Pearson, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a General Partner of Petron Oil and Gas Limited Partnership1980-I, a Massachusetts limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and official seal, this 21 day of March, 1983.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston, Ma
(City, state)

Address: Bay St
One Boston Office Square
Boston, MA

(SEAL)

State of Ma)
) ss.
County of Suffolk)

Before me Kathleen Bergen, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Ronald M. Pearson, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ president of Oil and Gas Management Group, Inc., a Texas corporation, a General Partner of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership, and acknowledged to me that he

executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and official seal, this 21 day of March, 1983.

My commission expires:

9/25/89

Kathleen Bergen

Kathleen Bergen, Notary Public

Residence: Boston, Ma
(City, state)

Address: Mgt PL
One Post Office Square
Boston, MA

(SEAL)

COUNTERPARTS AND PREFACE TO SCHEDULE 1

This instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Schedule 1 hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

SCHEDULE 1.

attached to and forming a part of Assignment, Bill of Sale, Conveyance and Power of Attorney from Petron Oil and Gas Limited Partnership-1980-I to Energetics, Inc. dated

MARCH 21, 1983

SECTION I. LEASES:

SCHEDULE 1. SECTION I

PROSPECT NUMBER 4Y349 BIRD BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
[redacted] 17365	USA U-62117	BIRD BUTTE	R.KEN WILLIAMS	4Y SUBLETTE	02/01/78

DESCRIPTION T 27 N R 111 W
SEC 28 NW/4, N/2SW/4, SE/4SW/4
DEPTH A-- SFC TO 10,306 FT
DEPTH B-- BELOW 10,306 FT

17366	USA U-68454	BIRD BUTTE	EDWARD H.JUDSON	4Y SUBLETTE	09/01/79

DESCRIPTION T 27 N R 111 W
SEC 28 SW/4SW/4
DEPTH A- SURF TO 10,306 FT
DEPTH B- BELOW 10,306 FT

5862

SCHEDULE 1.

attached to and forming a part of
Assignment, Bill of Sale, Conveyance
and Power of Attorney from Petron Oil
and Gas Limited Partnership-1980-I to
Energetics, Inc. dated

MARCH 21, 1983

SECTION II. PROSPECTS

SCHEDULE 1. SECTION II

PROSPECT NAME: Bird Butte

COUNTY: Sublette

STATE: Wyoming

LEGAL DESCRIPTION: Township 27 North, Range 111 West
Section 28: W/2

SCHEDULE 1.

attached to and forming a part of
Assignment, Bill of Sale, Conveyance
and Power of Attorney from Petron Oil
and Gas Limited Partnership-1980-I to
Energetics, Inc. dated

MARCH 21, 1983

SECTION III. JOINT VENTURES AND PARTNERSHIPS

SCHEDULE I. SECTION III

Not Applicable.

ASSIGNMENT, BILL OF SALE, CONVEYANCE AND POWER OF ATTORNEY

This Assignment, Bill of Sale, Conveyance and Power of Attorney, dated this 21 day of March, 1983, but effective as of September 30, 1982 at midnight, local time, is from Oil & Gas Management Group, Inc., a TEXAS corporation (herein called "Assignor"), with an address of 53 State Street, Boston, Massachusetts 02109, to ENERGETICS, INC., a Delaware corporation (herein called "Assignee"), with an address of 116 Inverness Drive East, Englewood, Colorado 80112.

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee the entire interests (the "Interests") received by Assignor under that Assignment, Bill of Sale, Conveyance and Power of Attorney from Petron Oil and Gas Limited Partnership-1980-I to Assignor, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

THIS INSTRUMENT WAS PREPARED BY:
Jan N. Steiert, Esq.
Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

197270

RECORDED July 26 1983 8:00 A.M.
IN BOOK 68 Deed PAGE 587
FEES $36.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lucie

WY-349

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects described in Section 2 of Schedule 1 to Exhibit A shall be executed on Assignee's request by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale, Conveyance and Power of Attorney shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

555

APPOINTMENT OF ATTORNEY-IN-FACT

For the same consideration, Assignor hereby irrevocably constitutes and appoints Assignee or the holder or holders of record title to the Interests or any part thereof or Jordan R. Smith, J. Thomas Reagan, or Thomas P. Briggs, and each of them, or any other designee of Assignee, as Assignor's true and lawful agents and attorneys-in-fact with full power and authority, and with full power of substitution, in the name, place and stead of Assignor, to (1) execute, acknowledge, deliver and file for record assignments of Assignor's interest in and to all of the oil and gas leases owned or held by or on behalf of Assignor covering the Prospects or any part thereof described in Schedule 1, (2) execute, acknowledge, deliver and file for record any and all instruments which may be necessary or desirable to transfer to or vest and confirm in Assignee defensible, legal and record title to the Interests including, without limitation, all of the interest of Assignor in and under each lease, agreement, farmout, unit, designation of unit, unit agreement, easement, or other instrument or agreement relating to the Interests, and all additional instruments, if any, which may be necessary or desirable to effectuate the transactions contemplated hereby and by the Prospectus of Assignee dated February 11, 1983, as amended, upon the terms herein and therein contained and with the same warranties and representations herein provided, (3) execute, deliver, record and file with the United States Bureau of Land Management or any federal, state, provincial or local agency, any and all instruments which may be necessary or desirable to effect the transfer of all of Assignor's interests in any lease issued by the United States or any state, province or tribal or other governmental authority, and (4) execute on behalf of Assignor all other documents necessary to consummate the exchange and transfer of the Interests. This power of attorney shall be deemed coupled with an interest, shall be irrevocable and shall not be affected by the death, disability, incapacity or dissolution of Assignor.

If Assignor is married, the spouse of Assignor joins herein for the purpose of agreeing to convey to Assignee all of the interests, if any, of said spouse in the Interests, and said spouse does hereby grant, transfer, convey and assign to Assignee all of the interest (including, without limitation, community property rights and rights of dower or curtesy), if any, of said spouse in the Interests and hereby waives any right or claim of such spouse in the Interests under the homestead or similar laws of any state or province, and said spouse does appoint the persons or entities named

above or any of them as said spouse's lawful agents and attorneys-in-fact for the purpose of executing, delivering and recording any instrument necessary or desirable to (1) fully convey to Assignee the above-described interests of said spouse and (2) waive and disclaim all of said spouse's rights and claims in the Interests under the homestead or similar laws of any state or province. If no spouse's signature appears hereon, Assignor is deemed to represent and warrant that no spouse's signature is required under applicable law.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of September 30, 1982 at midnight, local time.

ATTEST:

ASSISTANT Secretary
Betty P. Thomas
(SEAL)

OIL & GAS MANAGEMENT GROUP, INC., a TEXAS corporation

By: _____
president
Ronald M. Pearson

Dated: March 21, 1983

ACKNOWLEDGMENTS

(North Dakota and Wyoming)

State of ma)
) ss.
County of Suffolk)

The foregoing instrument was acknowledged before me this 21 day of March, 1983, by Ronald M. Pearson, president of Oil & Gas Management Group, Inc., a Texas

_____ corporation, on behalf of the Corporation. Witness my hand and official seal.

My commission expires:
9/25/87

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston Ma
(City, state)

Address: Insp. Dr
One Post Office Square
Boston, MA

(SEAL)

(Texas Form)

State of Ma)
) ss.
County of Suffolk)

Before me Kathleen Bergen, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Robert M. Larson, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ president of Oil and Gas Management Group, Inc., a _____ Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and official seal, this 21 day of March, 1983.

My commission expires:
9/25/87

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston Ma
(City, state)

Address: Insp. Dr
One Post Office Square
Boston, MA

(SEAL)

Exhibit A

ASSIGNMENT, BILL OF SALE, CONVEYANCE AND POWER OF ATTORNEY

This Assignment, Bill of Sale, Conveyance and Power of Attorney, dated this 21 day of March, 1983, but effective as of September 30, 1982 at midnight, local time, is from Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership (herein called "Assignor"), with an address of 15 Court Square, Suite 620, Boston, Massachusetts 02108, to OIL & GAS MANAGEMENT GROUP, INC., a TEXAS corporation (herein called "Assignee"), with an address of 53 State Street, Boston, Massachusetts 02109.

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee 9% percent of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called 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, farmouts, leases, permits, easements, licenses, rights of ways and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty

THIS INSTRUMENT WAS PREPARED BY:
Jan N. Steiert, Esq.
Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to

which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

APPOINTMENT OF ATTORNEY-IN-FACT

For the same consideration, Assignor hereby irrevocably constitutes and appoints Jordan R. Smith, J. Thomas Reagan, or Thomas P. Briggs, and each of them, as Assignor's true and lawful agents and attorneys-in-fact with full power and authority, and with full power of substitution, in the name, place and stead of Assignor, to (1) execute, acknowledge, deliver and file for record assignments of Assignor's interest in and to all of the oil and gas leases owned or held by or on behalf of Assignor covering the Prospects or any part thereof described in Schedule 1, (2) execute, acknowledge, deliver and file for record any and all instruments which may be necessary or desirable to transfer to or vest and confirm in Assignee defensible, legal and record title to the Interests including, without limitation, all of the interest of Assignor in and under each lease, agreement, farmout, unit, designation of unit, unit agreement, easement, or other instrument or agreement relating to the Interests, and all additional instruments, if any, which may be necessary or desirable to effectuate the transactions contemplated hereby and by the Prospectus of Energetics, Inc., a Delaware corporation dated February 11, 1983, as amended, upon the terms herein and therein contained and with the same warranties and representations herein provided, (3) execute, deliver, record and file with the United States Bureau of Land Management or any federal, state, provincial or local agency, any and all instruments which may be necessary or desirable to effect the transfer of all of Assignor's interests in any lease issued by the United States or any state, province or tribal or other governmental authority, and (4) execute on behalf of Assignor all other documents necessary to consummate the exchange and transfer of the Interests. This power of attorney shall be deemed coupled with an interest, shall be irrevocable and shall not be affected by the death, disability, incapacity or dissolution of Assignor.

If Assignor is married, the spouse of Assignor joins herein for the purpose of agreeing to convey to Assignee all of the interests, if any, of said spouse in the Interests, and said spouse does hereby grant, transfer, convey and assign to Assignee all of the interest (including, without limitation, community property rights and rights of dower or curtesy), if any, of said spouse in the Interests and hereby waives any right or claim of such spouse in the Interests under the homestead or similar laws of any state or province, and said spouse does appoint the persons or entities named above or any of them as said spouse's lawful agents and attorneys-in-fact for the purpose of executing, delivering and recording any instrument necessary or desirable to (1) fully convey to Assignee the above-described interests of said spouse and (2) waive and disclaim all of said spouse's rights and claims in the Interests under the homestead or similar laws of any state or province. If no spouse's signature appears hereon, Assignor is deemed to represent and warrant that no spouse's signature is required under applicable law.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of September 30, 1982 at midnight, local time.

PETRON OIL AND GAS LIMITED PARTNERSHIP-1980-I, a Massachusetts limited partnership

By: _____
Ronald M. Pearson,
General Partner

Dated: March 21, 1983

ATTEST:

_____
ASSISTANT Secretary
Betty P. Thomas
(SEAL)

By: Oil & Gas Management Group, Inc.,
a TEXAS corporation,

By: _____
president
Ronald M. Pearson

Dated: March 21, 1983

ACKNOWLEDGMENTS

(North Dakota and Wyoming)

State of Ma)
) ss.
County of Suffolk)

The foregoing instrument was acknowledged before me this 21 day of March, 1983, by Ronald M. Pearson, a general partner, on behalf of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership. Witness my hand and official seal.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen Notary Public

Residence: Boston, Ma
(City, state)

Address: Insp Place
One Post Office Square
Boston, MA

(SEAL)

State of Ma)
) ss.
County of Suffolk)

The foregoing instrument was acknowledged before me this 21 day of March, 1983, by Ronald M. Pearson, the _____ president of Oil and Gas Management Group, Inc., a Texas corporation, general partner, on behalf of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership. Witness my hand and official seal.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston Ma
(City, state)

Address: Insp Place
One Post Office Square
Boston, MA

(SEAL)

(Texas)

State of Tna)
) ss.
County of Suffolk)

Before me Kathleen Bergen, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Ronald M. Pearson, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a General Partner of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and official seal, this 21 day of March, 1983.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston Ma
(City, state)

Address: Mgr. Dept
One Post Office Square
Boston, MA

(SEAL)

State of Tne)
) ss.
County of Suffolk)

Before me Kathleen Bergen, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared Ronald M. Pearson, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ president of Oil and Gas Management Group, Inc., a Texas corporation, a General Partner of Petron Oil and Gas Limited Partnership-1980-I, a Massachusetts limited partnership, and acknowledged to me that he

executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and official seal, this 21 day of March, 1983.

My commission expires:
9/25/89

Kathleen Bergen
Kathleen Bergen, Notary Public

Residence: Boston, Ma
(City, state)

Address: Mngt. Dept.
One Post Office Square
Boston, MA

(SEAL)

COUNTERPARTS AND PREFACE TO SCHEDULE 1

This instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Schedule 1 hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

SCHEDULE 1. SECTION I

PROSPECT NUMBER 6Y345 BIRD BUTTE

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	LSE DTE
12365	USA 6-62117	BIRD BUTTE	R.KEN WILLIAMS 6Y SUBLETTE		02/01/78

DESCRIPTION T 27 N R 111 W
SEC 28 NW/4, N/2SW/4, SE/4SW/4
DEPTH A-- SFC TO 10,306 FT
DEPTH B-- BELOW 10,306 FT

12366	USA 6-68454	BIRD BUTTE	EDWARD H.JUDSON 6Y SUBLETTE		09/01/79

DESCRIPTION T 27 N R 111 W
SEC 28 SW/4SW/4
DEPTH A- SURF TO 10,306 FT
DEPTH B- BELOW 10,306 FT

SCHEDULE 1. SECTION II

PROSPECT NAME: Bird Butte

COUNTY: Sublette

STATE: Wyoming

LEGAL DESCRIPTION: Township 27 North, Range 111 West
Section 28: W/2

SCHEDULE I. SECTION III

Not Applicable.

STATE OF WYOMING

COUNTY OF SUBLETTE

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Belco Petroleum Corporation, whose address is One Dag Hammarskjold Plaza, New York, New York 10017, hereinafter referred to as "Assignor", for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto Belco Development Corporation, whose address is 10,000 Old Katy Road, Houston, Texas 77055, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to all Oil and Gas Leases, and any Units comprised thereof and lands covered thereby as described in Exhibit "A" attached hereto and incorporated herein, together with all of Assignor's right, title and interest in and to any wells situated thereon in which Assignor owns an interest, including, but not limited to, working interests and overriding royalty interest, and all the equipment and personal property therein and thereon and used in connection therewith, located on the assigned premises, located in Sublette County, Wyoming.

This assignment is made by Assignor to Assignee upon the following terms and conditions, to-wit:

I.

Assignee shall comply with, and hereby assumes all express and implied covenants and obligations contained in the leases covered by this assignment and agrees to indemnify and hold Assignor harmless from any loss, damage and/or expenses which may be incurred by Assignee's failure to assume or comply with any such covenant or obligation of said leases.

II.

Assignee hereby assumes Assignor's position and duties for the leases, wells and units covered by this assignment and hereby assumes and expressly agrees to comply with all terms, conditions and obligations contained in the Operating Agreements affecting the leases, wells and units covered hereby and agrees to indemnify and hold Assignor harmless from any loss, damage and/or expense which may be incurred by Assignee's failure to assume or comply with such term, condition or obligation.

197275

RECORDED July 26 1983 3:00 P M
IN BOOK 68 Misc PAGE 604
FEES $ 18.00 Laura Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure
Dep

III.

Assignee hereby assumes and agrees to indemnify and hold Assignor, its successors and assigns, harmless from any loss, damage and/or expense and any and all claims for injuries or damages to persons or property caused by, arising from, growing out of or incidental to the ownership, operations, use, maintenance, removal and/or repair of said well, or wells, equipment and/or personal property including, but not limited to, the plugging and abandoning of such well or wells in accordance with all applicable laws and regulations, subsequent to the date hereof.

IV.

This Assignment is made without any representations, guarantees or warranties of any kind in connection with the well, or wells, equipment, and/or personal property assigned hereby, including, but not limited to, any representation, guaranty or warranty as to quality, quantity, utility, condition, merchantability or fitness of the well, or wells, equipment or personal property for any purpose whatsoever. Assignee shall accept such well, or wells, equipment and personal property as such are presently situated.

V.

The terms and provisions hereof shall be binding upon and inure to the benefit of Assignor and Assignee and the respective successors, legal representatives and assigns of each of them.

VI.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's right, title and interest in and to Oil and Gas Leases, interests in units in which the leases are a part, and overriding royalties owned by Assignor. Should examination of any records disclose oil and gas interests owned by Assignor other than those described specifically in Exhibit "A" hereto, Assignor does by this Assignment hereby convey such interests.

This Assignment is made without warranty of title, either express or implied.

This Assignment executed this 15th day of July, 1983, but effective for all purposes as of July 29, 1983.

ATTEST:

Mark G. Papa, Vice President

BELCO PETROLEUM CORPORATION

BY R. A. Grinstead

R. A. Grinstead, Vice President

ATTEST:

James J. Moore, Jr.,
Assistant Secretary

ACCEPTED BY:
BELCO DEVELOPMENT CORPORATION

BY J. M. Oswald

J. M. Oswald, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. M. OSWALD, 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 Belco Development Corporation, a corporation, and acknowledged to me that he, being informed of the contents, voluntarily executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of July, 1983.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

5/31/85

Rebecca W. Yarbrough, Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. A. GRINSTEAD, 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 Belco Petroleum Corporation, a corporation, and acknowledged to me that he, being informed of the contents, voluntarily executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of July, 1983.

My Commission Expires:

7/21/85

Bernard L. Thomas, Jr., Notary Public, State of Texas

7/12/83

LM-540

LEASE MASTER
EXHIBIT -A-

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1000-A08	QUEALY,PATRICK J.	F	BELFER NATURAL GAS CO.	8/15/57	SUBLETTE	WYOMING	18	136
	* LAND DESCRIPTION*	T27N-R113W SECTION 28- SW4NE4, S2NW4							
99	1000-A14	LARSON, SELMER G.	F	BELFER NATURAL GAS CO.	6/11/57	SUBLETTE	WYOMING	17	2
	* LAND DESCRIPTION*	T27N-R113W SECTION 28- NW4SE4,N2SW4,SW4SW4							
99	1000-B08	MINTON, JOSEPH A. ETUX	F	BELFER NATURAL GAS CO.	8/15/57	SUBLETTE	WYOMING	18	140
	* LAND DESCRIPTION*	T27N-R113W SECTION 28- SW4NE4,S2NW4							
99	1000-B14	MINTON, JOSEPH & BESSIE	F	BELFER NATURAL GAS CO.	8/15/57	SUBLETTE	WYOMING	18	144
	* LAND DESCRIPTION*	T27N-R113W SECTION 28- NW4SE4,N2SW4,SW4SW4							
99	1000-001	CHRISMAN ESTATE	F	SNYDER, MORGAN & JUSTHEIM	4/28/50	SUBLETTE	WYOMING	2	623
	* LAND DESCRIPTION*	T29N-R113W SECTION 10- E2SE4 SECTION 11- W2SW4							
99	1000-002	CHRISMAN,ENGER K.	F	GEORGE E FRAKER	4/28/50	SUBLETTE	WYOMING	5	3
	* LAND DESCRIPTION*	T29N-R113W SECTION 10- SE4NE4,NW4SE4							
99	1000-003	CHRISMAN,ENGER K.	F	GULF OIL CORP.	7/01/54	SUBLETTE	WYOMING	10	398
	* LAND DESCRIPTION*	T29N-R112W SECTION 18- LOTS 1&2, E2NW4 T29N-R113W SECTION 11- E2SW4, SE4 SECTION 12- S2SE4, NW4SW4, S2SW4 SECTION 13- SE4SW4, N2N2, SE4NE4, SE4 SECTION 14- N2NE4 SECTION 24- N2NE4							
99	1000-004	WY-10676	F	MORGAN & JUSTHEIM	8/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 13- W2SW4, S2NW4, SW4NE4, NE4SW4 SECTION 23- W2W2							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1000-005	RUDD, CHARLES	F	H.H. HOWELL	11/24/42	SUBLETTE	WYOMING	1	/ 371
	* LAND DESCRIPTION*	T29N-R113W SECTION 10- N2NE4, SW4NE4							
99	1000-006	WY-0125389	P	BIG PINEY SHALLOW	9/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W, SEC. 19-LOTS 2, 3, 4, NE4NE4, S2NE4, SE4NW4, E2SW4, SE4							
99	1000-007	WY-0231774	P	BELCO PETROLEUM CORP.	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 2- S2NE4, SE/4							
99	1000-009	WY-0231773	P	MRS. GRACE HULL	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 1- S2NW4,SW4							
99	1000-010	EV-022755	P	ARLINE HILTON	10/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 11- W2							
99	1000-011	EV-021983	P	CLYDE EARLY	8/01/44	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 14- NW4NW4							
99	1000-012	FEAR,CLIFTON	F	BELCO PETROLEUM CORP.	4/12/55	SUBLETTE	WYOMING	11	/ 449
	* LAND DESCRIPTION*	T29N-R113W SECTION 9- E2SW4,SE4 SECTION 10-SW4NW4, SW4SE4,SW4 SECTION 15-N2N2							
99	1000-016	WY-10674	P	FREDERICK SALATHE, JR ET AL	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 14- SE4NE4,E2SE4 SECTION 15- S2N2,S2							

CO	PPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1000-017	WY-072175 ROW	X	PACIFIC NW PIPELINE	1/01/60	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113 SECTION 14- NW4NW4,NW4SW4 SECTION 35- NE4SW4							
99	1000-018	WY-085597 ROW	X	BELCO PETROLEUM CORP.	1/01/58	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 18-SE4NW4-LESS THAN 4.00 ACS							
99	1000-019	EV-024756-A	P	LUCILE HILTON	6/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 24- LOT 2							
99	1000-020	MCGINNIS,WILLIAM,ETUX	F	CARTER OIL CO.	10/05/46	SUBLETTE	WYOMING	15	/ 431
	* LAND DESCRIPTION*	T28N-R113W TRACT 45 SECTION 23-N2SE4 SECTION 24- N2SW4 TRACT 47 SECTION 24- S2NE4,S2NW4							
99	1000-022	EV-021741	P	GEORGIA M. DAVIS	9/01/46	LINC&SUBL	WYOMING		
	* LAND DESCRIPTION*	T26N-R113W SECTION 4- LOTS 1,2,3,4,5,6,7,8,9,10,11,12,SE4,NW4SW4 T27N-R113 SECTION 28- SE4SW4,SW4SE4 SECTION 29- SE4NE4 SECTION 32- W2SE4,N2NE4,SW4NE4 SECTION 33-NW4NE4,S2NE4,SE4,NW4							
99	1000-023	EV-021743	P	GEORGIA M. DAVIS	3/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 33- N2SW4							
99	1000-025	WY-093604-943 ROW	X	EL PASO NATURAL GAS	3/22/60	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 23- SW4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1065-A01	BERTAGNOLLI, MATILDA	F	BELFER NATURAL GAS	10/26/56	SUBLETTE	WYOMING	16	/ 150
	* LAND DESCRIPTION*	T27N-R114W SECTION 1- LOTS 1,2,3,4,S2N2							
99	1065-002	WY-05689	P	JOSEPH R. TAUCHER	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R114W SECTION 33- S2SW4							
99	1065-014	W-20039	P	CHANDLER & ASSOC.	3/01/69	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R114W SECTION 33- SW4NE4							
99	1065-015	WY-17208	P	EDNA M. JONES	3/01/69	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R114W SEC 32-LOTS 16,17,18,19,20							
99	1065-016	WY-054585	P	HAROLD O. PETER	7/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R114W SECTION 12-NE4NW4,SW4SW4							
99	1180-061	W-084468		Max L. Krueger	03-01-60	SUBLETTE	WYOMING		
	* LAND DESCRIPTION	T28N-R112W,6th P.M. SECTION 23: Lot 12 and bed of river reparian to lot 12. - From the meander corner of Section 23 - 24, T28N,R112W, thence northwesterly 5 chains more or less to the median line of the Green River to a point opposite the meander corner of Sec. 23-26, thence southeasterly to the meander corner of 23-26 on the left bank of the Green River, thence with the meanders of the left bank of the Green River up stream North 4¼ degrees W.1.50 chains, thence North 50 degrees East 1.40 chains to the meander corner Section 23-24 a point of beginning - 2 acres m/l.							
99	1180-079	Yose Cattle Company		Belco Petroleum Corporation	12-17-81	SUBLETTE	WYOMING	64	/ 76
	* LAND DESCRIPTION	T27N, R112W, 6th P.M. SECTION 3: Lot 2(34.31 ac), Lot 3(39.72 ac), Lot 4(39.71 ac), Lot 5(45.51 ac), excepting fractional parts of Lots 3 and 4 described as follows: commencing at a point of the east line of said Lot 3, 325 feet south of the northeast corner of said Lot 3, under what is known as the old partition fence, thence along said fence N. 89 degrees west to the west line of said Lot 4, thence south to the southwest corner of said lot 4, thence east to the south-east corner of Lot 3, thence north to the place of beginning. Also excepting a fractional part of Lot 5 described as follows: commencing at a point 1635 feet wouth of the quarter section corner on the north line of said section and running thence east along the McGinnis Mickelson partition fence to the Green River, thence in a southeasterly direction along Section 3, thence westerly along said east and west quarter section line to the center of said section 3, thence north to the place of beginning. T28N, R112W, 6th P.M. SECTION 26: S/2SW/4 SECTION 34: W/2W/2, NE/4NW/4, E/2SW/4, W/2SE/4, SE/4NE/4, NE/4SE/4, Lot 1 (23.57 ac) SECTION 35: Lot 4 (41.92 ac), Lot 8 (35.13 ac), W/2NW/4, NW/4SE/4 including all accretion and/or riparian rights pertaining thereto							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1070-A79	HAMILTON FARMS,INC.ET AL	F	CHORNEY/INTER-AMERICAN	4/05/77	SUBLETTE	WYOMING	54 /	139
	* LAND DESCRIPTION*	T34N-R112W SECTION 7- SE4SE4 SECTION 8-E2SW4,SW4SW4 SECTION 13- W2SE4 SECTION 14- S2 SECTION 23- E2E2 SECTION 24- N2,N2SE4,E2SW4 SECTION 26- NE4NE4							
99	1070-005	WY-011160	P	JEAN R. MCCLINTOCK	2/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R112W, SEC. 27-NE4NW4							
99	1070-011	WY-45226	P	BELCO PETROLEUM CORP.	6/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T35N-R109W SECTION 20- LOT 1							
99	1070-056	WY-45846	P	MYRTLE KLAENHAMMER	7/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R112W SECTION 9-E2,NW4							
99	1070-057	WY-45847	P	JAMES A. BECKER, JR.	7/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R112W SECTION 17- ALL SECTION 18- SE4NE4,SE4, SECTION 21-N2N2							
99	1070-073	WY-31560	P	B.J.BRADSHAW	11/01/71	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R112W SECTION 15-SW4, W2SE4, SEC 22-E2, NW4, E2SW4 SECTION 23-S2NW4, SW4, SECTION 26-N2							
99	1070-074	WY-33096	P	F J BRADSHAW	2/01/72	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R112W SECTION 26- SE4 SECTION 35- N2NE4,SE4NE4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1070-077 WY-55617		P	BELCO PETROLEUM CORP.	9/01/76	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R113W SECTION 2-LOTS 1,2,3,4,S2N2,S2 SECTION 10- S2 SECTION 11- ALL							
99	1070-078 WY-55637		P	RAYMOND M. MAY	8/01/76	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T33N-R111W SECTION 22- E2SE4 SECTION 27- NE4NE4 SECTION 30- SE4 SECTION 31- NE4 SECTION 32- E2,NE4NW4,S2NW4,N2SW4 SECTION 33 - ALL SECTION 34- ALL								
99	1070-082 WY-78701		P	JEAN R. MCCLINTOCK	2/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R112W, SEC. 20-SW4SE4; SEC. 21-S2N2; SEC. 29-W2E2							
99	1070-083 W-78703		P	MYRTLE KLAENHAMMER	7/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T36N-R112W, SEC. 18-LOTS 1(39.70), 2(39.74), 3(39.78), 4(39.82), E2W2							

7/12/83

LM-540

LEASE MASTER
EXHIBIT -A-

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1072-001	WY-04226	P	JOHN H.MORGAN	1/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 28-SW4NW4,E2NW4,SW4							
99	1072-006	WY-0136178	P	BELCO PETROLEUM CORP.	5/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 21- S2							
99	1072-008	EV-026176-B	P	SHIRLEY M. HULL	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 32- NE4NE4							
99	1072-009	WY-21124	P	BELCO PETROLEUM CORP.	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 4- LOTS 3,4 SECTION 5- LOTS 1,2,3,4,SE4NE4,SW4NE4,S2NW4,SW4 SECTION 6- LOTS 1,2,SW4NE4,SE4NE4, NE4SE4							
99	1072-013	WY-21127	P	BELCO PETROLEUM CORP.	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 27- NW4,S2 SECTION 34- N2							
99	1072-015	WY-02736	P	LUCILE HILTON	12/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W SECTION 28-SW/4NW/4,NW/4SW/4 SECTION 29-N/2,SE/4 SECTION 31-Lots1,2,3,4,E/2W/2,S/2SE/4,NW/4SE/4,E/2NE/4,NE/4SE/4,W/2NE/4 SECTION 32-E/2E/2,W/2E/2,W/2 SECTION 33-SW/4NE/4,NW/4NW/4,S/2NW/4,SW/4,SE/4							
99	1072-016	WY-21128	P	JOHN H. MORGAN	4/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 22- SW4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1085-007 EV-025550		P	HENRY B. TAYLOR	1/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 27-W2							
99	1085-008 EV-022929		P	JOHN S. HUTCHINS	9/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 34- ALL SECTION 35- ALL							
99	1085-011 EV-022932		P	BETTY LEA SANDE	9/01/47	SUBLETTE	WYOMING	9	/ 66
	* LAND DESCRIPTION*	T26N-R112W SECTION 2- Lots 1,2,3,4,S/2N/2,S/2 - All SECTION 3- LOTS 1,2,3,4,S2N2,S2 - ALL SECTION 4- SE4 SECTION 9- All SECTION 11- NW4NW4							
99	1085-012 EV-025548		P	K. DEAN BUTLER	1/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 26- All SECTION 27- E/2							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1095-001	WY-0127851	P	PHILIP ANDREWS	10/01/61	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 13- SW4NE4,SE4							
99	1095-002	WY-02274	P	ALBERT E. SHAW	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 13- NE4NW4,S2NW4 SECTION 24- E2,E2NW4,NE4SW4							
99	1095-003	WY-02274-A	P	ALBERT E. SHAW	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 13- NW4NW4							
99	1095-004	EV-024526-G	P	BELCO PETROLEUM CORP.	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 30- NE4NW4							
99	1095-005	WY-16769	P	BELCO PETROLEUM CORP.	9/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 19- LOTS 1,2,3,4							
99	1095-006	WY-05504	P	JOHN H. MORGAN, JR.	4/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 14-NE4SE4,E2NE4							
99	1095-007	EV-024538-A	P	SHIRLEY M. HULL	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 13- SW4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1100-A12	DEVINE, MAYME E.	F	BELCO PETROLEUM CORP.	5/10/74	SUBLETTE	WYOMING	51 /	24
	* LAND DESCRIPTION*	T28N-R112W SECTION 21- SE4							
99	1100-001	EV-024528	P	DORINE W. SWIGERT	1/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 28-SE4NE4,W2NE4,W2,SE4 SECTION 29- E2E2							
99	1100-002	WY-035077	P	MRS. FRANCES SEELY WEBB	12/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 32- E2E2							
99	1100-003	EV-024469	P	GORDON S. WISE	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SEC. 17-N2N2, S2SE4, NE4SE4, SE4SW4 SEC. 18-L 1(39.64 AC), 2(38.64 AC), 3(37.76 AC), NE4SW4, E2NW4, NE4 SEC. 19-E2SW4, SE4, S2NE4, NE4NE4 SEC. 20-ALL SEC. 21-ALL								
99	1100-004	EV-024354	P	JOHN H. MORGAN	11/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 33- SE4,E2NE4 SECTION 34- All							
99	1100-005	MC GINNIS,ANDERSON L.	F	CARL PFAFF	6/01/53	SUBLETTE	WYOMING	9 /	222
	* LAND DESCRIPTION*	T28N-R112W SECTION 19-LOT 2,SE4NW4							
99	1100-006	MC GINNIS,WILLIAM J.	F	BELCO PETROLEUM CORP.	3/12/63	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 17-S2N2,NW4SE4,N2SW4,SW4SW4 SEC 18- SE/4,SE/4SW/4 SECTION 19-NW/4NE/4							
99	1100-007	EV-024355	P	W. RUSSELL HULL	9/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29-R112W SECTION 32- E2, E2W2 SECTION 33- W2, W2NE4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1100-008	EV-024735	P	SHIRLEY HULL	1/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 6- LOT 2							
99	1100-009	EV-026175	P	MERIN MORGAN	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 4- LOTS 1,2,3,6,7,8,9,10,11,SE4,E2SW4,SW4SW4							
99	1100-010	EV-023340	P	E. CECIL MCGAVIN	7/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 5- ALL SECTION 6- LOTS 1,3 -18,E2SW4 SE/4 SECTION 7- ALL SECTION 8- NW4,W2SW4							
99	1100-011	EV-024470	P	RETA WEINDELL	1/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 27- ALL SECTION 28- ALL SECTION 29- ALL							
99	1100-013	WY-53496	P	BELCO PETROLEUM CORP.	1/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 29- W2E2,W2 SECTION 30- LOTS 2,3,4,E2,E2W2 SECTION 31- LOTS 1,2,3,E2,E2W2 SECTION 32- W2NW4							
99	1100-014	WY-53498	P	BELCO PETROLEUM CORP.	12/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 32- W2E2,E2W2,SW4SW4							
99	1100-015	WY-53497	P	MERIN MORGAN	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 4- NW4SW4,LOTS 4,5,12 SECTION 8- E2,E2SW4 SECTION 9- ALL							

CO	RPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1115-001 EV-020363		P	SUSAN J. QUEALY	7/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 32- LOTS 2,5							
99	1115-002 EV-022234		P	CARL PFAFF	10/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 20- LOT 5 SECTION 29- NE4,E2NW4,NE4SW4,N2SE4,SE4SE4							
99	1115-003 EV-022261		P	LILLIAN STEFONICK	9/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 19- LOT 5, NW4NE4,S2NE4,SE4 SECTION 31- E2NE4 SECTION 32- LOT 1,N2NW4,SW4NW4							
99	1115-004 EV-022281		P	CLARENCE JUSTHEIM	7/01/48	SUBLETTE	WYOMING	32 / 690	
	* LAND DESCRIPTION*	T28N-R113W SECTION 27-LOT 1 /16.37AC/, 4 /16.25AC/, 5 /35.91ACS/, 7 /31.93ACS/, 8 /32.02/							
99	1115-005 EV-022285		P	ETHEL L. COPE	10/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 9- ALL							
99	1115-006 EV-023584		P	LUCILE HILTON	6/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 23- LOT 4,W2NW4							
99	1115-007 EV-023969		P	EDMOND H. RIESEN	7/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 8-W2W2							
99	1115-008 EV-024353		P	MARGARET JUSTHEIM	11/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-28-N,R113W SECTION 20-Lots 6,7,8-E/2SW/4,SW/4SE/4, Tract 43-B							

CO	XPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1115-009	EV-025535	P	CLARENCE I. JUSTHEIM	8/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 10-W2							
99	1115-010	EV-025991	P	GENERAL PETROLEUM CORP.	4/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 34-ALL							
99	1115-011	EV-026054	P	W. RUSSELL HULL	5/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 27-W2SE4,SW4							
99	1115-012	WY-0256492	P	WESTERN OIL & REFINING	7/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 21-LOT 7,TRACTS 43-A,43-C SECTION 28-LOTS 2,3,4,9,10,11,TRACTS 50-B,50-D							
99	1115-013	EV-025992	P	GENERAL PETROLEUM CORP.	3/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 27-SW4NW4							
99	1115-014	WY-0516	P	GENERAL PETROLEUM CORP.	5/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 33-E2							
99	1115-016	WY-0436	P	GENERAL PETROLEUM CORP.	4/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 5-SW4,SW4NW4							
99	1115-017	WY-0637	P	GENERAL PETROLEUM CORP.	4/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 15-W2.SE4.SW4NE4							
99	1115-018	CH-082277	P	GENERAL PETROLEUM CORP.	6/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 28- S2NE4,SE4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1115-019	WYST-0-7395	S	SUPERIOR OIL COMPANY	9/16/48	SUBLETTE	WYOMING	0	/
	* LAND DESCRIPTION*	T29N-R113W SECTION 16- ALL							
99	1115-020	MC GINNIS,WILLIAM J., ET AL	F	WESTERN OIL REFINING CO.	7/30/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SEC. 17-TRACT 38, NE4SW4; TRACT 40, SW4SE4							
99	1115-021	EV-022239	P	MARGARET JUSTHEIM	11/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W, SEC 8-E2, E2W2							
99	1115-022	CHAMBERLAIN,RUTH A.	F	WESTERN OIL & REFINING	1/17/50	SUBLETTE	WYOMING	90	/ 187
	* LAND DESCRIPTION*	T28N-R113W SECTION 20- E2NE4 SECTION 21- W2NW4							
99	1115-023	MILLS,MYRON EDGAR	F	CARL PFAFF	5/20/53	SUBLETTE	WYOMING	5	/ 107
	* LAND DESCRIPTION*	T28N-R113W SECTION 22-SE4SE4 SECTION 23-E2SW4,SW4SW4							
99	1115-024	WYST-0-2843	S	BELCO PETROLEUM CORP.	9/16/44	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 16-ALL (RESURVEY TR. 37)							
99	1115-025	WY-04732	P	GENERAL PETROLEUM	2/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 4-LOTS 7,8,S2NW4,SW4							
99	1115-026	EV-026038-A	P	MERIN MORGAN & MARG.JUSTHEIM	2/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 21-E2 SECTION 27-NW4NW4 SECTION 28-N2NE4							

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EXHIBIT -A-

CO	RPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1115-027	WY-0195876	P	JANE P. WOLD	2/01/62	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R114W SECTION 25-E2NE4							
99	1115-028	MC GINNIS,WILLIAM J.	F	WESTERN OIL & REFINING	7/30/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 21- TRACT 42							
99	1115-029	WY-04731	P	GENERAL PETROLEUM CORP.	2/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 5- LOTS 5,6,7,8,S2NE4,SE4,SE4NW4							
99	1115-030	MCGINNIS, ANDERSON L & D	F	WESTERN OIL REFINING	7/30/47	SUBLETTE	WYOMING	7	/ 286
	* LAND DESCRIPTION*	T28N-R113W & 28-TR 49,WHICH WAS W2NW,W2SENW-SEC 27 SEC 27 & E2NWNE,W2NENE,W2W2NE-SEC 28							
99	1115-031	HADDENHAM, MARY J. (A)	F	WESTERN OIL & REFINING	1/18/47	SUBLETTE	WYOMING	25	/ 57
	* LAND DESCRIPTION*	T28N-R113W SECTION 17- W2SW4,SE4SW4-TRACT 39-							
99	1115-032	HADDENHAM, MARY J. (B)	F	WESTERN OIL COMPANY	7/30/47	SUBLETTE	WYOMING	2	/ 153
	* LAND DESCRIPTION*	T28N-R113W SECTION 17-W2SW4,SE4SW4 RESURVEYED AND DESCRIBED AS TRACT 39.							
99	1115-033	EV-025771	P	C.W. HALL	1/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 26-LOT 2,SW4NW4,W2SW4							
99	1115-034	EV-022241	P	GRACE HULL	8/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 22-LOT 1, N2, SW4, NW4SE4, LOT 1 WHICH IS NE4SE4 SECTION 27-S2SW4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1115-035	MCGINNIS,MARY H.,ET AL	F	VINCENT CARTER	7/01/46	SUBLETTE	WYOMING	2 /	101
	* LAND DESCRIPTION*	T28N-R113W SECTION 27-RESURVEY TRACT 48							
99	1115-036	WY-48905	F	CARL PFAFF	10/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 16-LOTS 1-7 SECTION 17-NW4NE4 SECTION 20-LOTS 2,3,4,S2NW4 SECTION 29-SW4SE4,SE4SW4							
99	1115-037	WY-48906	F	MARGARET JUSTHEIM	11/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 20- NW4SW4							
99	1115-038	WY-48908	F	WESTERN OIL & REFINING	7/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 17- LOTS 1, 3-6, SW4NE4,NW4SE4 SECTION 21- LOTS 1-6,8,S2NE4,N2SE4,SE4SE4,TRACT 43-D SECTION 28- LOTS 1,5-8,S2SE4,TRACT 50-A, 50-C SECTION 31- LOTS 7,8 SECTION 32- TRACT 53							
99	1115-039	WY-70864	X	BELCO PETROLEUM CORP	10/17/80	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SEC. 28-SENE-50 FT R-O-W							
99	1130-001	EV-07538	F	E.J. LONG & H.A. LEWIS	1/01/40	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 33- NW4NW4							
99	1130-002	WY-48904	F	E.J. LONG & H.A. LEWIS	1/01/40	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 5- LOT 1, SE4NE4 T28N-R113W SECTION 32-LOT 6, NE/4,NE/4SE/4 SECTION 33- SW4NW4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1142-001	EV-010270-B	P	JOSEPH A. MINTON	10/16/39	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 21- N2N2							
99	1142-002	WY-0256493	P	PATRICK J. QUEALY	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 33- LOTS 3,4,NE4,N2SE4 SECTION 34-LOT 1,W2NW4,NW4SW4							
99	1142-003	WY-0256494	P	FRED J. HISCHIER	3/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 9- W2NE4							
99	1142-004	EV-026191	P	FRED J. HISCHIER	3/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 4-SE4SW4,SW4SE4							
99	1142-005	WY-048780	P	GEORGE H. FLETCHER	7/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 4- LOTS 2,3,SW4NE4							
99	1142-006	EV-022209	P	PATRICK J. QUEALY	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 33- LOTS 1,2,N2SW4							
99	1142-007	WY-9653	P	FRED J. HISCHEIR	3/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 4- LOT 4,S2NW4,N2SW4,NW4SE4							
99	1142-008	WYST-0-847	S	JOSEPH A. MINTON	6/16/36	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 16- ALL							
99	1142-010	EV-09561-A	P	WESTERN SLOPE	6/20/32	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 17- E2,E2NW4,NE4SW4 SECTION 20- NE4NE4,NW4NE4,S2NE4							

CD	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1142-011	EV-021978	P	FRED J HISCHIER	1/01/40	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 4- SW4SW4 SECTION 9- NW4,E2SW4,W2SE4							
99	1142-012	EV-07555	P	FRED J. HISCHIER	1/01/40	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 9- W2SW4							
99	1142-013	EV-07671-A	P	NORTH LA BARGE OIL COMPANY	12/29/39	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 8- SE/4							
99	1142-014	EV-07671-B	P	NORTH LA BARGE OIL COMPANY	12/29/39	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 8- W/2,NE/4							
99	1142-015	WY-0256491	P	WESTERN OIL & REFINING	1/01/40	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 33- NE4NW4							
99	1142-016	WY-48907	P	WESTERN OIL & REFINING	1/01/40	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SECTION 5- LOTS 2,3,4,S2NW4,SW4NE4,S2 T28N-R113W SECTION 33- SE4NW4							
99	1142-017	EV-09561-B	P	WESTERN SLOPE OIL & REFINING	4/23/35	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R113W SEC 17-W2NW4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1145-001	WY-0125385	P	BELCO PETROLEUM CORP.	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 19- LOTS 3,4							
99	1145-002	WY-0125387	P	BELCO PETROLEUM CORP.	1/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 30- LOT 1							
99	1145-003	WY-0125388	P	BELCO PETROLEUM CORP.	6/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 23- LOTS 1,2,3,NE4NW4,NW4NE4,NE4NE4 SECTION 24- LOTS 3,4							
99	1145-004	EV-022756	P	ALBERT E. SHAW	9/01/46	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 14- N2NW4,S2NW4,SW4							
99	1145-005	EV-023554	P	C.M. HALL	1/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 26- LOT 1, SE/4NW/4,E/2SW/4,E/2							
99	1145-006	EV-024756	P	LUCILE HILTON	6/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W, SEC 23-LOTS 5,6,7 SEC 24-LOTS 5, 6, 7, 8 TRACT 46 A & B SEC 25-ALL							
99	1145-007	EV-024792	P	MORGAN & JUSTHEIM	7/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 34- LOT 2							
99	1145-008	WY-02985	P	MORGAN & JUSTHEIM	6/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 35- LOTS 1,2,3,4,5,6,7,W2NE4,N2NW4,SW4NW4,N2SW4, NW4SE4							

CD	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1145-009	WY-02985-A	P	LUCILLE HILTON	6/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 35- SE4NW4							
99	1145-010	WY-046892	P	JACK D. SWAFFORD	2/01/57	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 34- E2NE4,SW4NE4,N2SE4,LOTS 3,4							
99	1145-011	WY-05283	P	GENERAL PETROLEUM CORP.	2/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 4- LOTS 5, 6, S2NE4, SE4							
99	1145-013	WY-08056	P	MORGAN & JUSTHEIM	9/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 34- E2NW4,NE4SW4,NW4NE4							
99	1145-014	WY-10675	P	GORDON SCHLAEFER	9/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 35-SW4							
99	1145-015	WY-10677	P	BELCO PETROLEUM CORP.	5/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 26- SW4NW4,SW4 SECTION 27- S2NE4,SE4NW4,NE4SE4,SE4SE4							
99	1145-016	WY-10679	P	BELCO PETROLEUM CORP.	8/10/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 3, S2SW4							
99	1145-017	WYST-O-11142	S	C.W. MCALPIN	5/16/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 36- E2SW4,N2,SE4							
99	1145-018	WYST-O-20810	S	MOUNTAIN FUEL SUPPLY CO.	6/16/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 36- W2SW4							

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CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1145-019	WY-04861	P	RICHARD L. PETERSON	7/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 15- SE4NE4,N2NE4							
99	1145-020	WY-014074	P	J. DARRELL NICHODEMUS	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 35- N2NW4,SE4NW4,SW4NW4							
99	1145-021	NOBLE,CHARLES	P	SNYDER,MORGAN & JUSTHEIM	4/28/50	SUBLETTE	WYOMING	2 /	359
	* LAND DESCRIPTION*	T29N-R113W SECTION 11- W2NW4							
99	1145-022	WY-0125384	P	BELCO PETR CORP	5/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 11- NE4,SE4 SECTION 13- SW4 SECTION 14- E2E2,NW4NE4,SW4NE4,W2SE4							
99	1145-023	WY-10681	P	BELCO PETROLEUM CORP.	2/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 22- E2NE4,NE4SE4,NW4SE4,S2SE4,W2NE4 SECTION 26- NW4NW4 SECTION 27- N2NE4							
99	1145-024	WY-10682	P	MORGAN & JUSTHEIM	2/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 22- N2SW4,NW4,S2SW4 SECTION 24-W2,SE4,S2NE4 SECTION 25-NE4NW4 SECTION 27- NE4NW4							
99	1145-025	NOBLE,CHARLES P&FRANCIS	P	BELCO PETROLEUM CORP.	2/03/54	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 11- NE4,E2NW4 SECTION 12- W2NW4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1155-A11	BARTLETT, KENNETH	F	PAN AMERICAN PETROLEUM CORP.	10/29/58	SUBLETTE	WYOMING	22	/ 349
	* LAND DESCRIPTION*	T27N-R112W SECTION 29- LOTS 1,6,S2NE4 AND BED OF GREEN RVR RIPARIAN TO LOTS 1,6							
99	1155-B11	STOTTS, ATHOL L.	F	STANOLIND OIL	1/23/56	SUBLETTE	WYOMING	15	/ 79
	* LAND DESCRIPTION*	T27N-R112W SECTION 29- LOTS 1,6,S2NE4 AND BED OF GREEN RVR RIPARIAN TO							
99	1155-C11	DELANEY, MARY MAXINE	F	PAN AMERICAN	1/23/56	SUBLETTE	WYOMING	15	/ 231
	* LAND DESCRIPTION*	T27N-R112W SECTION 29- LOTS 1,6,S2NE4,BED OF GREEN RVR RIPARIAN TO LOTS 1, 6							
99	1155-D11	VICKREY, FLORENCE	F	PAN AMERICAN	1/23/56	SUBLETTE	WYOMING	15	/ 295
	* LAND DESCRIPTION*	T27N-R112W SECTION 29- LOTS 1,6,S2NE4,BED OF GREEN RVR RIPARIAN TO LOTS 1,6							
99	1155-002	WY-20951	P	BETTY LEA SANDE	9/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T26N-R112W SECTION 4- LOTS 1,2,3,4,S2N2,SW4							
99	1155-003	EV-022929-A	P	STANOLIND OIL COMPANY	9/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 33- NW4							
99	1155-004	EV-022931	P	H.J. SHAD	11/01/47	SUB&LINC	WYOMING	15	/ 193
	* LAND DESCRIPTION*	T26N-R112W SECTION 5- LOTS 4,7,10,11,13,SW4SE4 SECTION 8- LOTS 1,2,4,5,6,7,11,W2NE4 T27N-R112W SECTION 29- LOTS 2,3,4,5,8,9,10,11,12							
99	1155-005	EV-022931-A	P	EAST LABARGE	11/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T26N-R112W SECTION 5- LOT 1, SE4NE4,E2SE4 SECTION 8- E2NE4,E2SE4 T27N-R112W							

CO	BPC LEASE NO.	NAME	T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1155-007 EV-023229		P	HARRY FAILING	7/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 21- SE4SW4							
99	1155-008 EV-023229-A		P	DOUGLAS GRAHAM	7/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 21- LOTS 9,10,11,SW4SW4							
99	1155-009 WY-20950		P	JOHN S. HUTCHINS	9/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 33- S2,NE4							
99	1155-010 WY-039163		P	H.F. SLINGERLAND	3/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 29- THAT PORTION OF THE GREEN RVR THAT IS RIPARIAN TO LOTS 2,3,4,5,8,9,10,11,12							
99	1155-014 BENEFICIAL OIL CO.		F	BENEFICIAL OIL CO.	9/16/59	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 17- N2NE4,SE4NE4,NE4NW4 SECTION 20- LOTS 1,2,5,NE4NE4,NW4SE4 SECTION 21- LOTS 2,3,4,5,6,NW4NW4							
99	1155-015 M.F. WHELAN LIVESTOCK CO		F	CARTER OIL CO.	1/25/54	SUBLETTE	WYOMING	9	/ 63
	* LAND DESCRIPTION*	T27N-R112W SEC 29 LOT 7-NW4SE4 SECTION 32- NW4NE4							
99	1166-003 WY-06206		P	W. RUSSELL HULL	5/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 9- E2 SECTION 15- N2,N2S2,SE4SW4,S2SE4							

CO	BFC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1166-005	WY-05991	P	LEE A. ADAMS	6/01/51	SUBLETTE	WYOMING		/
	* LAND DESCRIPTION*	T30N-R113W SECTION 3- LOTS 1,2,3,4 SECTION 4- LOTS 1,2							
99	1166-006	WY-0136175	P	BELCO PETROLEUM CORP.	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 26- SW4 SECTION 27- NE/4							
99	1166-008	WY-0136177	P	BELCO PETROLEUM CORP.	4/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 22- SE4							
99	1166-010	EV-024966-A	P	BELCO PETROLEUM CORP.	8/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 23- NW4NW4							
99	1166-012	WY-27645	P	JOHN H. MORGAN	4/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 10-ALL SECTION 14-S2SW4,SW4SE4,N2SW4,NW4SE4,NW4,W2NE4,NE4NE4 SECTION 22-NE/4,E/2NW/4							
99	1166-013	WY-27644	P	JOHN H. MORGAN	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 11- E/2 SECTION 24- W2NW4,NW4SW4,S2SW4							
99	1166-014	EV-024966	P	MARGARET JUSTHEIM	8/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 23- E2NW4,SW4NW4,W2NE4,E2NE4,SW4,W2SE4,E2SE4							
99	1166-016	W-82343-A	P	BLAKEMORE, JAMES M.	2/01/83	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W, SEC. 1-SW4SW4; SEC. 2-LOT 2, S2NE4, SE4; SEC. 3-S2N2, S2; SEC. 4-S2N2, S2;							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1172-001	WY-0125390	P	EUGENE HILTON	6/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 30- LOTS 1,2,3,4,E2W2,NW4NE4,S2NE4,SE4 SECTION 31- Lots 1,2,3,4,E/2W/2,E/2							
99	1172-002	WY-0125391	P	MRS. GRACE HULL	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 2- LOTS 5 (39.18 AC), 6 (38.97 AC)							
99	1172-003	WY-10678	P	MORGAN & JUSTHEIM	10/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 25- S2NE4,N2SE4,SE4SE4							
99	1172-004	WY-0189	P	MERIN MORGAN ET AL	2/01/50	SUBLETTE	WYOMING	31	206
	* LAND DESCRIPTION*	T29N-R113W SECTION 25- N2NE4							
99	1172-005	WY-014052	P	MRS. GRACE HULL	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 1- LOTS 7(40.43 ACS), 8(39.46 ACS)							
99	1172-006	EV-026216	P	EUGENE HILTON	6/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 32- W2SW4							
99	1172-007	WY-10680	P	CLARENCE JUSTHEIM	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SECTION 2- LOT 7							
99	1172-008	WY-0231769	P	BELCO PETROLEUM CORP.	6/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 32- W2NW4							
99	1172-009	EV-024241	P	JOSEPH ALLEN	5/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R113W SEC 1-6W4NE4,W2SE4 L 5,6,9,10,11 SEC 12-L 1,2,3,4,W2E2, W2-ALL, SEC 13-L 1,2,3, W2E2, NW4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1175-001	WYST-O-10799	S	MARGARET L. JUSTHEIM	3/02/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 1- LOT 1 T30N-R113W SECTION 36- ALL							
99	1175-002	WY-21125	P	W. RUSSELL HULL	5/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 9-NW4, SW4, SECTION 15-SW4SW4 SECTION 21-SE4NW4, W2NW4, NE4, NE4NW4							
99	1175-003	WY-21123	P	JOHN H. MORGAN, JR.	4/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 22- W2NW4							
99	1175-005	WY-04628	P	CLARENCE I. JUSTHEIM	2/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 8- E2,NW4 SECTION 17- E2							
99	1175-006	WY-27643	P	MORGAN & JUSTHEIM	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 30- SE4NW4,E2SW4							
99	1175-008	WYST-O-13662	S	NORTHERN PUMP COMPANY	7/02/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 16- SE4,E2SW4							
99	1175-009	WYST-O-11311	S	CLARENCE JUSTHEIM	7/02/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 16- S2NE4							
99	1175-010	WYST-O-13663	S	NORTHERN PUMP COMPANY	8/16/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 16- NW4,W2SW4							
99	1175-011	W-23002	P	CHAMBERS, JERRY	3/01/70	SUBLETTE	WYOMING	58	/ 661
	* LAND DESCRIPTION*	T30N-R113W, SEC. 8-E2SW4, SW4SW4; SEC. 17-W2							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-A42	BAILEY, DONALD I. ET UX	F	BELCO PETROLEUM CORP.	9/26/73	SUBLETTE	WYOMING	50	221
	* LAND DESCRIPTION*	T28N,R-112W SECTION 11- SWSE SECTION 12- SWSW SECTION 13- LOT 3, W2NW4 SECTION 14- E2NE, NWNE							
99	1180-A62	MCGINNIS, MARY NELL	F	BELCO PETROLEUM CORP.	7/17/79	SUBLETTE	WYOMING	58	518
	* LAND DESCRIPTION*	T28N,R112W SEC 11-S2SW4 SEC 14-W2NW4,NE4NW4 SEC 15-N2N2							
99	1180-A68	STEDMAN,PATRICIA R., ET VIR	F	BELCO PETROLEUM CORP.	8/04/75	SUBLETTE	WYOMING	51	568
	* LAND DESCRIPTION*	T28N, R111W-SEC 5 LOT 2 SENW, W2SW,SEC 7- E2E2, SEC 18- E2SW,SEC 19- LOT 1 T29N, R111W- SEC 34-W2SW							
99	1180-A80	COOPER, LUCILLE M.	F	BELCO PETROLEUM CORPORATION	12/18/81	SUBLETTE	WYOMING	64	491
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23-W2SW4, LOTS 6, 9, 10, 11, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11 SEC. 26-W2NW4, LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, & 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO							
99	1180-A81	FIRST NAT'L. BANK OF KEMMERER	F	STROOCK, THOMAS F.	12/29/72	SUBLETTE	WYOMING	48	628
	* LAND DESCRIPTION*	T28N-R112W, SEC. 24-LOTS 9, 11, SE4SW4, SEC 25-LOTS 2, 5, N2NW4, SE4NW4, SEC. 26-LOTS 1-7, T29N-R111W, SEC. 28-LOTS 2, 3, 4, 8, 9, S2NW4, N2SW4, SW4SW4							
99	1180-B42	BERTAGNOLLI,PAUL ET AL	F	BELCO PETROLEUM CORP.	9/26/73	SUBLETTE	WYOMING	50	125
	* LAND DESCRIPTION*	T28N,R112W,SEC 11-SWSE,SEC 12-SWSW SEC 13-LOT 38-W2NW,SEC 14-E2NE,NWNE							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-B68	JARDINE, ALBERTA E.	F	BELCO PETROLEUM CORPORATION	3/16/82	SUBLETTE	WYOMING	64	/ 526
	* LAND DESCRIPTION*	CERTAIN PORTIONS OF THE FOLLOWING DESCRIBED LANDS WHICH LIE EAST OR ABOVE THE LINE OF SURVEY OF THE HIGH LINE CANAL, TO WIT: T28N-R111W, SEC. 7-E2E2, SEC. 18-E2SW4							
99	1180-B80	GRAVES, MARIE MCGINNIS	F	BELCO PETROLEUM CORPORATION	12/18/81	SUBLETTE	WYOMING	64	/ 495
	* LAND DESCRIPTION*	T28N-R112W, SEC. 23-W2SW4, LOTS 6, 9, 10, 11, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11; SEC. 26-W2NW4, LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO							
99	1180-B82	SCULLY, BEULAH W., ET VIR	F	STROOCK, THOMAS F.	11/10/78	SUBLETTE	WYOMING	56	/ 627
	* LAND DESCRIPTION*	T28N-R111W, SEC. 5-LOT 4; SEC. 6-LOTS 1-8 T29N-R111W, SEC. 32-SE4SE4; SEC. 33-LOT 7							
99	1180-C80	BARTLETT, KENNETH, ET UX	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 487
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11 SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCREATION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.							
99	1180-C82	JOHANSEN, EVELYNE W., ET VIR	F	STROOCK, THOMAS F.	11/10/78	SUBLETTE	WYOMING	56	/ 629
	* LAND DESCRIPTION*	T28N-R111W, SEC. 5-LOT 4, SEC. 6-LOTS 1-8 T29N-R111W, SEC. 32-SE4SE4, SEC. 33-LOT 7							
99	1180-D80	BARTLETT, VICTOR M.	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 485
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11 SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCREATION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.							
99	1180-D82	WHITMAN, WILLIAM H.	F	STROOCK, THOMAS F.	11/10/78	SUBLETTE	WYOMING	56	/ 636
	* LAND DESCRIPTION*	T28N-R111W, SEC. 5-LOT 4, SEC. 6-LOTS 1-8 T29N-R111W, SEC. 32-SE4SE4, SEC. 33-LOT 7							
99	1180-E80	BARTLETT, ALBERT D., ET UX	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 483
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11 SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.							

CO	RFC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-F80	WORRELL, ELSIE N., ET VIR	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 479

* LAND DESCRIPTION* T28N-R112W:
SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11
SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.

CO	RFC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-G80	VICKREY, FLORENCE	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 477

* LAND DESCRIPTION* T28N-R112W:
SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11
SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.

CO	RFC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-H80	SMITH, EDITH H., ET VIR	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 475

* LAND DESCRIPTION* T28N-R112W:
SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11
SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.

CO	RFC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-J80	STOTTS, JESSIE MAY, ET VIR	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 473

* LAND DESCRIPTION* T28N-R112W:
SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11
SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.

CO	RFC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-K80	HADDENHAM, JOHN C., ET UX	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 499

* LAND DESCRIPTION* T28N-R112W:
SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11
SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-L80	KAMPMAN, MARY E., ET VIR	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 501
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11 SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.							
99	1180-M80	HADDENHAM, ELIZABETH	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 497
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11 SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO							
99	1180-N80	BARTLETT, ANGELO E., ET UX	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 481
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11 SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.							
99	1180-P80	SCHAFFER, ALICE M.	F	BELCO PETROLEUM CORPORATION	12/08/81	SUBLETTE	WYOMING	64	/ 471
	* LAND DESCRIPTION*	T28N-R112W. SEC. 23-W2SW4, LOTS 6, 9, 10, 11, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10, 11, SEC. 26-W2NW4, LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND RIPARIAN RIGHTS PERTAINING THERETO							
99	1180-Q80	MARTS, HAZEL HELEN	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 503
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO SAID LOTS SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.							
99	1180-R80	GALLOWAY, DEWEY B., ET VIR	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 489
	* LAND DESCRIPTION*								

CO	RPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
	1180-R80	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO SAID LOTS SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO							
99	1180-S80	DELANEY, WILLIAM J.	F	BELCO PETROLEUM CORPORATION	1/04/82	SUBLETTE	WYOMING	64	/ 493
	* LAND DESCRIPTION*	T28N-R112W: SEC. 23 - LOTS 6, 9, 10, 11 AND THE BED OF THE GREEN RIVER RIPARIAN TO SAID LOTS SEC. 26 - LOTS 2, 3, 4, 10, NE4NW4, NW4SW4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 10, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS PERTAINING THERETO.							
99	1180-001	HOMER,ARTHUR C.	F	BELCO PETROLEUM CORP.	1/12/54	SUBLETTE	WYOMING	7	/ 280
	* LAND DESCRIPTION*	T29N-R112W SECTION 7- LOTS 1,2,3,4,N2NE4,E2NW4,NE4SW4, T29N-R113W SECTION 12- NE4,E2NW4,NE4SW4,N2SE4							
99	1180-002	WY-0310095	P	R.D.F.ANDERSON, ET AL	11/01/64	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R111W SECTION 32- W2NE4							
99	1180-003	WY-053451	P	MERIN MORGAN	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 3- LOTS 3,4,5,6,11,12,SW4 SECTION 10- SW4,NW4							
99	1180-004	WY-16770	P	DORENE WYLD SWIGERT	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 6- LOT 5,SE4NW4,S2NE4,NW4SE4 T30N-R112W SECTION 30- SW4NE4,SE4,LOTS 1-4 SECTION 31- SE4SE4,E2SW4,N2SE4,SW4SE4,E2NW4,NE4,LOTS 1-4							
99	1180-006	WY-039913-A	P	PAUL B. LORENZ	11/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
	1180-006 Cont.-	SECTION 10- E2NE4 SECTION 11- W2NW4							
99	1180-011 WY-053447		P	MAXINE C. HAIGHT	2/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 23- S2SW4,SW4SE4							
99	1180-012 WY-04015-B		P	CHARLES GETZLER	2/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 29- NE4NW4							
99	1180-013 WY-05765		P	CLARENCE I. JUSTHEIM	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 1- LOTS 1-13 INCL, 17 & 18, W2W4,NE4SW4,NW4SE4 SECTION 2-LOTS 1-12 INCL, S2-ALL SECTION 3- LOTS 1,2,7,8,9,10,SE4								
99	1180-014 WY-0111198		P	MELVIN A. BROWN	12/01/64	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 10- SE4,SW4NE4 SECTION 11- N/2S/2,SE/4SE/4,E/2NW/4,NE/4 SECTION 12- W2NW4,NW4SW4,LOTS 4,5,11,12							
99	1180-015 EV-024526		P	DORENE WYLD SWIGERT	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 30- NW4NE4							
99	1180-017 EV-026171		P	SHIRLEY M. HULL	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 18- LOTS 1, 2, 3, 4, NW4NE4, S2NE4, E2W2, SE4 SECTION 32- N2SW4							
99	1180-018 WY-039908		P	WILLIAM R. INGEBRETSEN	8/01/61	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 24- E2NW4,E2 SECTION 25- S2, S2N2, N2NE4 SECTION 35- ALL							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-019	W-04101	P	WILLIAM F. DELVIE	3/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 20- E2NE4 SECTION 29- NE4SW4,SE4SW4							
99	1180-020	WY-04101-B	P	CHARLES GETZLER	3/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 29- SE4NW4							
99	1180-021	WY-056555	P	DAWN MORGAN	9/01/54	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 8- NW4NE4,S2N2-EXCEPT 6.37 AC INCLUDED IN 67TH RESERVOIR- SECTION 9- SW4,W2SE4,SE4SE4 SECTION 17- S2,S2N2 SECTION 20- W2W2, NE4NW4 SECTION 33- S2N2							
99	1180-022	WY-090665	P		9/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 13- LOTS 6,7,13							
99	1180-023	WY-27641	P	DAWN MORGAN	9/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 19- E2, SE4NW4							
99	1180-025	WY-055073	P	DORENE WYLD SWIGERT	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 27- W2 SECTION 29- W/2W/2 SECTION 32- N2 SECTION 33- N2N2 SECTION 34- W2NW4							
99	1180-026	WY-084911	P	BELCO PETROLEUM CORP.	11/01/59	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 23- LOT 4							

CO	BFC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-027	WY-36567	P	HELEN E. ISENHOUR	11/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R112W SECTION 17- N2NE4,SW4NE4,NW4SE4							
99	1180-028	WY-27642	P	DORENE WYLD SWIGERT	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 30- E2NE4							
99	1180-029	WY-053450	P	LENORE M. RUCKENBROD	11/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 13- LOTS 4,10,11 SECTION 14- S2 SECTION 15- S2N2,NE4SW4,SE4 SECTION 22- ALL SECTION 23- LOTS 1,2,3,5,7,8,NW4,NE4SW4 SECTION 27- ALL							
99	1180-030	WYST-O-20914	S	BRUCE ANDERSON	8/16/56	SUBLETTE	WYOMING	16	/ 88
	* LAND DESCRIPTION*	T29N-R112W SECTION 16- E2							
99	1180-031	WY-053448	P	RETA WEINDEL	1/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N, R-112-W SECTION 26- N2NW4,NW4NE4,S2N2,N2SE4,S2S2							
99	1180-032	WY-053448-A	P	RETA WEINDEL	1/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N,R-112-W SECTION 26- N2SW4							
99	1180-035	EV-024445-E	P	DAWN MORGAN	9/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-30-N,R112W SECTION 19- NE4NW4							
99	1180-036	WY-036663-A	P	HELEN E. ISENHOUR	11/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N,R-112-W SECTION 17- SE4SE4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-037 EV-024445		P	DAWN MORGAN	9/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SECTION 19- E2SW4							
99	1180-038 WY-036663		P	HELEN E. ISENHOUR	11/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N,R112-W SECTION 17- SE4NE4,NE4SE4							
99	1180-039 MILLER,ROBERT L.		F	BELCO PETROLEUM CORP	7/11/59	SUBLETTE	WYOMING	24	/ 3
	* LAND DESCRIPTION*	T29N-R111W,6thP.M. SECTION 6-Lots 6,7,E/2SW/4,SE/4 SECTION 7-NE/4,E/2W/2,LOTS 1,2,3,4 T29N-R112W,6thP.M. SECTION 1-Lots 2,3,4,SW/4NE/4,S/2NW/4,S/2 SECTION 2-Lots 1,2,3,4,S/2N/2,S/2 SECTION 3-Lots 1,2,3,4,S/2N/2,S/2 SECTION 4-Lots 1,2,3,4,S/2N/2,E/2SW/4,SE/4 SECTION 5-Lot 1,SE/4NE/4 SECTION 9-NE/4,E/2NW/4,NE/4SW/4,N/2SE/4,SE/4SE/4 SECTION 10- N/2N/2,S/2NW/4,N/2SW/4 SECTION 11-NW/4NE/4,N/2NW/4 T30-N-R112W,6thP.M. SECTION 32-SE/4SE/4 SECTION 33-S/2 SECTION 34-S/2NE/4,S/2 SECTION 35-W/2NE/4,W/2,SE/4 SECTION 36-SW/4,W/2SE/4							
99	1180-040 WY-053449		P	GORDON WISE	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T24N-R112W SECTION 15- S2SW4							
99	1180-046 WY-09157		P	B.A. HARTMAN	12/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N-R111W SECTION 29- W2,W2E2							
99	1180-047 WY-06298		P	GORDON HURD	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-28-N,R-112-W SECTION 24- LOTS 5,6 AND 8							

CD	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-048	WY-021553	P	JOHN MORGAN	7/01/53	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N,R-111-W SEC. 30- ALL SEC. 32- W2SE4,NESE4							
99	1180-049	WY-033519	P	MAX L. KRUEGER	7/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29W,R-111-W SEC. 19- LOTS 1,2,3,4,E2W2,E2 SEC. 31- LOTS 1,2,3,4,E2W2,E2 SEC 32- SE4NE4,NW4							
99	1180-050	WY-049030	P	MAX L. CAMPBELL	4/01/58	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-28-N,R112W SEC. 1 - LOTS 13,17,18 SEC. 12-LOTS 4, 5, 11, 12 SEC. 13- LOTS 4,10,11 SEC. 23-LOTS 1,2,3,4,5,7,8 SEC. 24- LOTS 4,5,6,10 SEC. 26- LOTS 5,6,8,9,11,12,13								
99	1180-051	WY-084959	P		8/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-28-N, R-112-W SECTION 26- LOTS 9,11,12,13							
99	1180-056	WY-43911	P	WILLIAM R. INGEBRETSEN	8/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N,R-112-W, 6TH P.M. SEC. 13- SE4,S2SW4 SEC. 24- W2NW4,SW4 SEC. 25- N2NW4							
99	1180-069	WY-53499	P	MAXINE HAIGHT	2/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N, R112W SEC. 22- S2,S2NE4,SW4NW4 SEC. 23- N2,N2S2,SE4SE4 SEC. 26- NE4NE4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1180-071 WY-55252		P	FREDA ESPOSITO	7/01/76	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-28-N,R-111-W, 6TH P.M. SEC 18-S2NE4SE4NE4, SE4SE4NE4, SE4							
99	1180-072 WY-55256		P	ROBERT N. ENFIELD	7/01/76	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-29-N,R-112-W SEC 9-SW4SE4, SEC 10-S2S2 SEC 14-W2NW4, SE4NW4, S2 SEC 15-ALL							
99	1180-073 WY-053449-A		P	GORDON WISE	12/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-28-N,R-112-W SECTION 15- NW4SW4							
99	1180-074 WY-053451-A		P	CHARLES GETZLER	8/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T-28-N,R-112-W SECTION 10- NW4NE4							
99	1180-075 WY-053450-A		P	CHARLES GETZLER	11/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 14- SW4NE4, SE4NW4							
99	1180-076 WY-021953-A		P	CHARLES GETZLER	8/01/53	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R112W SECTION 35 - LOT 9 (13.19 ACS)							
99	1180-078 FIRST NAT BK OF KEMMERER, TR		F	THOMAS F. STROOCK	12/29/72	SUBLETTE	WYOMING	48	/ 626
	* LAND DESCRIPTION*	T28N-R111W, SEC. 6: LOTS 9, 10, S2NE4, SE4SW4, SE4 T28N-R112W, SEC. 1-LOTS 14-16, SEC. 12-LOTS, 1, 2, 3, 6, 7, 8, 9, 10, 13, 14 SEC. 13-LOTS 1, 2, 5, 8, 9, 12-SW4SE4, SEC. 24-LOTS 1-3							

CO	RPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1179-083	FIRST NAT'L. BANK OF KEMMERER	F	STROOCK, THOMAS F.	12/29/72	SUBLETTE	WYOMING	40	/ 632
	* LAND DESCRIPTION*	T28N-R111W. SEC. 5-LOTS 2, 3, S2NW4, W2SW4, SEC. 7-LOTS 1, 2, 3, 4, E2, E2W2, SEC. 18-LOTS 2, 3, 4, NW4NE4, E2W2, SEC. 19-LOT 1, T29N-R111W. SEC. 33-SE4SE4, SEC. 34-W2SW4, LESS 150 ACRES OUT OF SEC. 34, T29N-R111W AND SECS. 5, 7, 18 AND 19 OF T28N-R111W, AS SUCH EXCEPTION IS DESCRIBED IN WARRANTY DEED, DATED 06-23-31, RECORDED IN BOOK 1 OF DEEDS, PAGE 381, SUBLETTE CO., WY							
99	1180-084 WY-77883		P	FREDA ESPOSITO	7/01/76	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R111W: SEC. 19-LOTS 2,3,4, E2, E2NE4NW4, SW4NE4NW4, E2SW4; SEC. 20-E2; SEC. 29-E2; SEC. 32-E2							
99	1180-085 SUBLETTE COUNTY		F	LANG & MARTIN LTD.	10/13/82	SUBLETTE	WYOMING	67	/ 194
	* LAND DESCRIPTION*	T28N-R112W. A TRACT OF LAND LOCATED IN LOT 9 OF SEC. 23 & IN THE NE4NW4 OF SEC. 26 KNOWN AS LOTS 20 & 21 IN BLOCK 8 OF THE ORIGINAL MIDWAY TOWNSITE							
99	1200-001 WY-020123-A		P	HELEN V. SMITH	4/01/58	SUBLETTE	WYOMING	21	/ 509
	* LAND DESCRIPTION*	T27N-R112W SECTION 4- SW4SW4 SECTION 5-LOT 4,S2NW4, SW4, SE4SE4, W2SE4 SECTION 8- W2NE4,SE4 SECTION 9- SW4SW4 SECTION 17-SE4,SW4NE4 SECTION 20-W2NE4							
99	1200-002 WY-025407-A		P	LOUISE BLANTON	5/01/59	SUBLETTE	WYOMING	15	/ 334
	* LAND DESCRIPTION*	T27N-R112W SECTION 31- LOTS 1,2,5,6,7,8,11,12,NW4NE4							
99	1200-003 WY-020123		P	HELEN V. SMITH	4/01/58	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 6 - ALL SECTION 8- W2 SECTION 17- W2NW4,SE4NW4,SW4 SECTION 20- NW4,N2SW4,SW4SW4,LOT 6							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1200-007 WY-025407		P	LOUISE BLANTON	5/01/59	SUBLETTE	WYOMING	15	/ 334
	* LAND DESCRIPTION*	T27N-R112W SECTION 30- LOTS 3,4,7,8,NE4NE4,W2E2							
99	1200-008 WY-025410		P	FRANK J. SUNSERI	5/01/59	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N,R112W SECTION 30- LOTS 1,2,5,6,E2W2 T26N,R113W SECTION 2- LOT 1							
99	1200-009 WY-025410-A		P	FRANK J. SUNSERI	5/01/59	SUBLETTE	WYOMING	30	/ 490
	* LAND DESCRIPTION*	T27N,R112W SECTION 31-LOTS 3,4,9,10,E/2W/2,SW/4NE/4,W/2SE/4							
99	1200-010 EV-025440		P	HENRY B. TAYLOR	3/01/55	SUBLETTE	WYOMING	22	/ 32
	* LAND DESCRIPTION*	T27N,R112W SECTION 7 - E/2 SECTION 18- E/2							
99	1200-011 EV-025440-A		P	HENRY B. TAYLOR	3/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N,R112W SECTION 19 - E2							
99	1200-012 WY-033951		P	ALFRED C. TORGENSON	7/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T26N, R113W SECTION 10- S2NE4 SECTION 15- S2N2							
99	1200-013 WY-036054		P	GERALD J. KELLOGG	4/01/56	SUBLETTE	WYOMING	21	/ 292
	* LAND DESCRIPTION*	T27N,R113W SECTION 27- NW4NE4							
99	1200-014 WY-038682		P	PAUL MOODY	9/01/56	LINC&SUBL	WYOMING		
	* LAND DESCRIPTION*	T26N,R113W SECTION 2- LOTS 5 AND 12 T27N, R113W SECTION 35- W2							
99	1200-015 WY-038682-A		P	PAUL MOODY	9/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T26N, R113W SECTION 14- LOTS 3 AND 4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1200-024 W-059584			H.F. SLINGERLAND	03-01-56	SUBLETTE	WYOMING		18/217

* LAND DESCRIPTION T27N-R112W
SECTION 30- That part of the bed of the Green River that is riparian to Lots 3,4,7,8. Commencing as the northwest corner of surveyed Section 29, T27N, R112W, 6th P.M., thence east along the north boundry of said Section 29, a distance of approximately 35.50 chains, more or less, to the intersection of the west bank of the Green River which is the true point of beginning, thence downstream along said meandered west bank of the Green River a distance of 201 chains, m/l, to the interestion of the south boundry of T27W,R112W, said intersection being in Section 31, thence east along the south boundry of T27N,R112W, a distance of 6.05 chains, m/l, to the intersection of the east bank of the Green River, thence northward along the meandered east bank of the Green River a distance of 219.6 chains, m/l, to the intersection of the north boundry of Section 29, thence west along said north boundry a distance of 27.80 chains, m/l, to the true point of meandering. Exception from the above is Lot 9 of Section 29 which comprises as island.

99	1200-025 Wy-059584-A			H.F. SLINGERLAND	03-01-56	SUBLETTE	WYOMING		18/217

* LAND DESCRIPTION T27N-R112W
SECTION 31-That part of the bed of the Green River that is riparian to Lots 3,4,7,8. Commencing at the northwest corner of surveyed Section 29, T27W, R112W, 6th P.M., thence east along the north boundry of said Section 29, a distance of approximately 35.50 chains, more or less, to the intersection of the west bank of the Green River which is the true point of beginning, thence downstream along said meandered west bank of the Green River a distance of 201 chains, m/l to the intersection of the south boundry of T27W,R112W, said intersection being in Section 31, thence east along the south boundry of T27N, R112W, a distance of 6.05 chains, m/l to the intersection of the east bank of the Green River, thence northward along the meandered east bank of the Green River a distance of 219.6 chains, m/l, to the intersection of the north boundry of Section 29, thence west along said north boundry a distance of 27.80 chains, m/l, to the true point of meandering. Exception from the above is Lot 9 of Section 29 which comprises and island.

99	1200-034 Max L. Krueger			McGinnis, Anderson L. & Dela	12-24-56	SUBLETTE	WYOMING		16/412

* LAND DESCRIPTION T27N-R112W
SECTION 3-Lots 8,9,S/2NW/4,SW/4, parts of lots 3,4, described as follows: commencing at a point on the east line of said lot 3, 325 feet south of the northeast corner of said lot 3 under what is known as the old partition fence, thence along said fence 89 degrees west to the west boundary of said lot 4, thence south to the southwest corner of said lot 4, thence east to the southeast corner of said lot 3, thence north to place of beginning, and that part of lot 5 described as follows: commencing at a point 1635 feet wouth of the quarter section corner on the north line of said section and running thence east along the McGinnis Mickelson partition fence to the Green River, thence in a southeasterly direction along Green River to the east and west quarter Section line to the center of said Section 3, thence north to the place of beginning; Lot 1, S/2NE/4, SE/4SW/4, SE/4,Section 4: E/2NE/4, Section 8: N/2NE/4, SW/4NE/4, NW/4,N/2SW/4, SE/4SW/4, W/2SE/4, Lots 4&5 and 1 Section 9: Lots 2,3,7, in Section 10.

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1250-009 WY-72405		P	LAWRENCE PESCHEL	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R114W SEC 9-W2NW4							
99	1200-026 WY-059585		P	CHARLES GETZLER	7/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 9- LOTS 2,3 SECTION 20- LOTS 3,4							
99	1200-030 EV-08051-B		P	GENERAL PETROLEUM CORP.	2/09/29	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N -R113W SECTION 27-E2NE4,E2SW4NE4							
99	1200-033 WYST-0-11141		S	C.W.MCALPIN	5/16/51	SUBLETTE	WYOMING	21	/ 272
	* LAND DESCRIPTION*	T27N, R113W SECTION 36-ALL							
99	1200-038 WYST-0-11216-B		S	GERALD T. TRESNER	5/16/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 16- W2							
99	1200-039 WY-048781		P	LOWELL E. LARSEN	6/01/56	SUBLETTE	WYOMING	24	/ 399
	* LAND DESCRIPTION*	T27N -R113W SECTION 35 -E2							
99	1200-056 WY-039913		P	PAUL B. LORENTZ	11/01/56	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R112W SECTION 33- N2,SE4							
99	1200-061 WYST-67-4099		S	TOSCA P. SULLIVAN	4/02/67	SUBLETTE	WYOMING	42	/ 205
	* LAND DESCRIPTION*	T27N,R112W 6TH P.M. SECTION 16- E2 -W2NE4,SE4SE4, LOT 1,2,3,4,5,7, THAT PORTION LOT 6 LYING IN THE SW4SE4 BEING 5.31 ACRES- THAT PORTION LYING IN THE CONFINES OF THE GREEN RIVER BED							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1238-001 WY-61418		P	ALLEN,MONTE J	12/01/77	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W SEC 17-SW4SW4							
99	1200-017 WY-047412		P	PAUL N. SCHERBEL	9/01/58	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N,R112W SECTION 9- LOT 1							
99	1200-020 WY-052064		P		2/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T26N, R112W SECTION 7- LOT 5 SECTION 18-LOTS 1,2,3,4							
99	1200-021 WY-052065		P	SUPERIOR OIL CO.	2/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T26N, R112W SECTION 6- LOTS 1,2,3,4,5,6,7,9							
99	1200-022 WY-05751		P	LEONARD HAY	6/01/56	SUBLETTE	WYOMING	22 /	39
	* LAND DESCRIPTION*	T27N, R112W SECTION 7- LOTS 1,2,3,4,E2W2 SECTION 18-LOTS 1,2,3,4,E2W/2							
99	1200-023 WY-05751-A		P	LEONARD HAY	6/01/51	SUBLETTE	WYOMING	22 /	39
	* LAND DESCRIPTION*	T27N-R112W SECTION 19- LOTS 1,2,3,4,E2W2							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1250-001	WY-05690	P	HAROLD O. PETER	7/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R114W SECTION 10-N2, N2SW4, SE4SW4, SE4 SECTION 11- ALL SECTION 12- W2NW4, NW4SW4 SECTION 14- ALL SECTION 15- N2							
99	1250-002	WY-020778	P	DOROTHY A. SLINGERLAND	6/01/53	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R114W SECTION 27- SE4 SECTION 35- N/2,SE/4							
99	1250-004	WY-8140	P	JOSEPH R. TAUCHER	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R114W SECTION 2- LOTS 1,2,3,4, S2N2, S2 -ALL SECTION 3- LOTS 1,2,3,4, S2N2, N2S2 SECTION 4- LOTS 1,2,3,4, S2N2 T28N-R114W SECTION 33- SE4 SECTION 34- ALL SECTION 35- SW4								
99	1250-006	WY-05691	P	LAWRENCE C. PESCHEL	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R114W SECTION 5- LOTS 5,6							
99	1250-007	EV-021954	P	WILLIAM FRANCIS LEEKA	10/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R114W SECTION 15- SE4, NE4SW4 SECTION 22- NW4NE4							
99	1250-008	WY-51101	P	LAWRENCE PESCHEL	6/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R114W SECTION 3- S2S2 SECTION 4- S2 SECTION 5- LOTS 13,14,15,16,23,24 SECTION 9- NE4, E2NW4, N2SE4, SE4SE4 SECTION 10- SW4SW4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1255-001	W-05749	P	LEONARD HAY	5/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 10-LOT 1,NE4NE4,S2NE4 SEC 11-N/2 SECTION 12-S2N2, SE4 SEC 13-E/2							
99	1255-002	WY-066702	P	HARRY FAILING	7/01/47	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W SECTION 10- LOTS 4 AND 5							
99	1255-003	WY-64986	P	BELCO PETROLEUM CORP	10/01/78	SUBLETTE	WYOMING	31	/ 213
	* LAND DESCRIPTION*	T27N,R112W SECTION 11- S2 SECTION 14- N2							
99	1255-004	W-27878	P	CHORNEY, DOROTHY	4/01/71	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N-R112W, SEC. 1-SE4; SEC. 12-N2NE4							
99	1265-001	WY-07828	P	CLARENCE I. JUSTHEIM	8/01/51	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R113W SECTION 3- LOTS 7,8, S/2NW/4,N/2SW/4							
99	1265-002	WY-0231770	P	M. MORGAN & M. JUSTHEIM	2/01/50	SUBLETTE	WYOMING	31	/ 206
	* LAND DESCRIPTION*	T29N,R113W SECTION 25- NW4NW4							
99	1265-003	WY-0231771	P	JUSTHEIM & MORGAN	10/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 25- W2SW4							
99	1265-004	WY-0231772	P	CLARENCE I. JUSTHEIM	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R113W SECTION 2- SW4NW4,NW4SW4 SECTION 3- Lots 5,6S/2NE/4,N/2SE/4							
99	1265-005	WY-024931-A	P	SARAH G. SMITH	10/01/48	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 25- S/2NW/4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1265-006 EV-025930		P	MERIN MORGAN ET AL	8/01/49	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 23- E2W2							
99	1265-007 WY-031992		P	MERIN MORGAN ET AL	2/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 26- N2NE4,NE4NW4							
99	1265-008 WY-01332		P	W. RUSSELL HULL	5/01/55	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 26- S/2NE/4,SE/4NW/4,SE/4							
99	1265-009 WY-014051		P	CLARENCE I. JUSTHEIM	6/01/52	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R113W SECTION 2- LOT 8							
99	1265-010 WY-02683		P	MARGARET JUSTHEIM ET AL	10/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 25- E2SW4,SW4SE4							
99	1265-011 EV-013494		P	FREDERICK SALATHE, JR. ET AL	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 14- S2NW4,SW4,SW4NE4,W2SE4 SECTION 23- E2							
99	1265-012 EV-021767		P	GORDON A. SCHLAEFER	9/01/50	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N,R113W SECTION 35- SE4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1285-A16	LYONS, CHARLES R.	F	BELCO PETROLEUM CORP	5/29/81	SUBLETTE	WYOMING	62	/ 37
	* LAND DESCRIPTION*	T31N-R113W, SEC 24-SW4SW4, SEC 25-W2, SEC 26-NE4NE4, SEC 35-NE4SE4, SEC 36-W2							
99	1285-B16	DRISCOLL, HELEN F., ET VIR	F	BELCO PETROLEUM CORP	5/29/81	SUBLETTE	WYOMING	62	/ 25
	* LAND DESCRIPTION*	T31N-R113W, SEC 24-SW4SW4, SEC 25-W2, SEC 26-NE4NE4, SEC 35-NE4SE4, SEC 36-W2							
99	1285-C16	WALSH, MILDRED A., ET VIR	F	BELCO PETROLEUM CORP	5/29/81	SUBLETTE	WYOMING	62	/ 27
	* LAND DESCRIPTION*	T31N-R113W, SEC 24-SW4SW4, SEC 25-W2, SEC 26-NE4NE4, SEC 35-NE4SE4, SEC 36-W2							
99	1285-D10	MOFFAT, GEORGE A., ET UX	F	BELCO PETROLEUM CORP	9/14/81	SUBLETTE	WYOMING	63	/ 311
	* LAND DESCRIPTION*	T31N-R113W-SEC 26: SW4NW4,W2SW4,SE4SW4,SW4SE4; SEC 27:SE4NE4, NE4SE4, SEC 35: NW4,W2NE4,SE4NE4,NE4SW4,NW4SE4							
99	1285-D16	MORAN, MARGERY J., ET VIR	F	BELCO PETROLEUM CORP	5/29/81	SUBLETTE	WYOMING	62	/ 29
	* LAND DESCRIPTION*	T31N-R113W, SEC 24-SW4SW4, SEC 25-W2, SEC 26-NE4NE4, SEC 35-NE4SE4, SEC 36-W2							
99	1285-E10	MOFFAT, JOHN A., ET UX	F	BELCO PETROLEUM CORP	9/14/81	SUBLETTE	WYOMING	63	/ 313
	* LAND DESCRIPTION*	T31N-R113W-SEC 26:SW4NW4,W2SW4,SE4SW4,SW4SE4, SEC 27:SE4NE4, NE4SE4, SEC 35; NW4,W2NE4,SE4NE4,NE4SW4,NW4SE4							
99	1285-E16	MUIR, JANE E.	F	BELCO PETROLEUM CORP	5/29/81	SUBLETTE	WYOMING	62	/ 31
	* LAND DESCRIPTION*	T31N-R113W, SEC 24-SW4SW4, SEC 25-W2, SEC 26-NE4NE4, SEC 35-NE4SE4, SEC 36-W2							
99	1285-F10	RICORD, LAURA F.	F	BELCO PETROLEUM CORP	9/14/81	SUBLETTE	WYOMING	63	/ 315
	* LAND DESCRIPTION*	T31N-R113W-SEC 26:SW4NW4,W2SW4,SE4SW4,SW4SE4, SEC 27:SE4NE4, NE4SE4, SEC 35; NW4,W2NE4,SE4NE4,NE4SW4,NW4SE4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1285-F16	ANGUS, HOWARD	F	BELCO PETROLEUM CORP	5/29/81	SUBLETTE	WYOMING	62	/ 23
	* LAND DESCRIPTION*	T31N-R113W, SEC 24-SW4SW4, SEC 25-W2, SEC 26-NE4NE4, SEC 35-NE4SE4, SEC 36-W2							
99	1285-G10	MOFFAT, DORA EXECUTRIX	F	BELCO PETROLEUM CORPORATION	9/14/81	SUBLETTE	WYOMING	63	/ 309
	* LAND DESCRIPTION*	T31N-R113W-SEC 26:SW4NW4,W2SW4,SE4SW4,SW4SE4, SEC 27:SE4NE4, NE4SE4, SEC 35; NW4,W2NE4,SE4NE4,NE4SW4,NW4SE4							
99	1285-H10	MOFFAT, FRANK R., ET UX	F	BELCO PETROLEUM CORP	9/14/81	SUBLETTE	WYOMING	63	/ 307
	* LAND DESCRIPTION*	T31N-R113W-SEC 26:SW4NW4,W2SW4,SE4SW4,SW4SE4, SEC 27:SE4NE4, NE4SE4, SEC 35; NW4,W2NE4,SE4NE4,NE4SW4,NW4SE4							
99	1285-J10	BOWMAN, ALICE R., A WIDOW	F	BELCO PETROLEUM CORP	9/14/81	SUBLETTE	WYOMING	63	/ 322
	* LAND DESCRIPTION*	T31N-R113W-SEC 26:SW4NW4,W2SW4,SE4SW4,SW4SE4, SEC 27:SE4NE4, NE4SE4, SEC 35; NW4,W2NE4,SE4NE4,NE4SW4,NW4SE4							
99	1285-K10	SAGE, JOE F., SURVIVING SPOUSE	F	BELCO PETROLEUM CORP	9/14/81	SUBLETTE	WYOMING	63	/ 317
	* LAND DESCRIPTION*	T31N-R113W-SEC 26:SW4NW4,W2SW4,SE4SW4,SW4SE4, SEC 27:SE4NE4, NE4SE4, SEC 35; NW4,W2NE4,SE4NE4,NE4SW4,NW4SE4							
99	1285-001	WY-59780	P	TEXAS AMERICAN OIL CORP.	9/01/77	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W SECTION 1- LOTS 1,2,3,4,S2N2,S2 SECTION 2- LOTS 1,2,3,S2NE4,E2SW4,SE4 SECTION 11-NE4,E2W2,N2SE4,SW4SE4 SECTION 12- ALL SECTION 13-SW4NW4,N2SW4,SE4SW4 SECTION 14-NW4NE4,S2NE4,NE4SE4							
99	1285-002	WY-57104	P	OLAF LAMBERT	1/01/77	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N,R112W SECTION 15- NW4NW4 SECTION 17-N2NW4 (LESS 1.37 AC IN RES. R/W E-02052)							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1285-004	WY-55652	P	IRWIN RUBENSTEIN	9/01/76	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 12- W2NE4,SE4NE4,SE4 SECTION 13- E2NE4,NW4NE4							
99	1285-005	WY-43215	P	WINSTON TRUST	2/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W SECTION 22- SENE4							
99	1285-007	WY-59083	P	STEPHEN KLIMOSKI	6/01/77	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W SECTION 13- SW4SW4							
99	1285-008	WY-63826	P	PAULINE C. LEBSACK	7/01/78	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W SECTION 14- W2							
99	1285-009	WY-61417	P	WANDA JABLONSKI	2/01/78	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R112W SECTION 5- LOT 4 SECTION 6- LOTS 1,2,3,4,5,S2NE4,SE4NW4							
99	1285-012	WY-62801	P	CARL GERARD,JOSEPH FIATO	7/01/78	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W, SEC 7-L1-4, E2, E2W2, SEC 18-L1-4, E2, E2W2 SEC 19-L 1-3, E2NW, N2NE, SEC 30-L 1-4, E2SW							
99	1285-013	WYST-78-0172	S	HENRY H. MOUNGER	2/02/78	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	TOWNSHIP 31 NORTH, RANGE 112 WEST SECTION 16- E2							
99	1285-014	WYST-80-0332	S	ERNEST L. CORMIER	7/02/80	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R112W SEC. 3-S2SW4, W2SE4 SEC. 4-NE4SE4 SEC. 5-LOT 1, SE4NE4 (40.20 ACS) SEC 10-N2NW4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1285-015 WY-69864		P	PHILLIPS, CLARE M.	1/01/80	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W, SEC 25-NE4SE4							
99	1285-019 W-75900		P	LATHAM, DIANE R.	5/01/82	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T31N-R113W SEC. 13 -S2SE4							
99	1290-001 WY-60577		P	STANLEY J. WEBER, JR.	11/01/77	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R111W SECTION 29- W2 SECTION 30- LOTS 1,2,3,4,E2,E2W2 SECTION 31- NE4,E2SE4 SECTION 32- W2							
99	1290-002 W-43862		P	RUTH E. HASKEY	3/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N,R110W SECTION 31- LOTS 1,2,3,4,E2W2 SECTION 32- ALL SECTION 33- ALL							
99	1290-003 W-43861		P	JOE D. COOK	3/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N,R110W SECTION 31- E2							
99	1290-005 WY-42781		P	ARTHUR N. RUPE	1/01/74	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T27N,R111W SECTION 4-N2, SEC 5-E2, SEC 8-NE4, N2SE4, SE4SE4 SEC 9-ALL							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1380-002	WY-20038	P	EDNA M. JONES	3/01/69	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R114W SECTION 28- E2NE4,NW4NE4,NW4SE4							
99	1380-003	WY-11603	P	J.E. JOUJON-ROCHE	4/01/68	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R114W SECTION 21- E2							
99	1380-004	WY-054586	P	DOROTHY A. SLINGERLAND	6/01/53	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R114W SECTION 15- E2SE4,NE4 SECTION 22- E2NE4,SE4 SECTION 26- SW4 SECTION 27- SE4NE4,W2NE4							
99	1380-005	WYST-66-5165	S	MRS. ETTA MANDEL	3/02/66	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R114W SECTION 16- ALL							
99	1380-006	WY-2120	P	PHILADELPHIA OIL CO.	11/01/66	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N,R114W SECTION 15- W2 SECTION 22- SW4							
99	1380-007	WY-2121	P	BELCO PETROLEUM CORP	11/01/66	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T28N-R114W - 6TH P.M. SEC. 28- SW4NE4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1383-A03	BUDD & SONS LAND CO.	F	BELCO PETROLEUM CORP.	5/27/71	SUBLETTE	WYOMING	47	161
	* LAND DESCRIPTION*	T29N-R113W S4-LOT 4, SWNW S5-LOT 1, SENE T30N-R113W S29-S2SW, NWSW, SWSE S30-LOT 4, SESW, E2SE, SENE S31-NE, N2SE, SESE, E2NW, LOT 1 S32-W2, SE, S2NE4 SEC 33-W2SW, SWNW T30N-R114W S23-NENE S24-W2NW, SENW, S/2								
99	1383-002	THOMPSON, BETTE M.	F	BELCO PETROLEUM CORP	7/06/76	SUBLETTE	WYOMING	53	154
	* LAND DESCRIPTION*	T29N-R113W SECTION 4- W2SW4,SE4SW4 SECTION 5- S2,S2NW4,SW4NE4,LOTS 2,3 SECTION 6- SE4,S2NE4,SE4NW4,E2SW4,LOTS 5,6,7 SECTION 7- NE4,NE4SE4,E2NW4,LOTS 1,2 SECTION 8- S2,NW4,N2NE4,SE4NE4 SECTION 9- NW4,W2SW4 SECTION 17- E2NW4,NW4NE4 T29N-R114W SECTION 1-LOTS 5,6,7,SE4NE4,W2SE4								
99	1383-004	LUCE, JAMES H., ET UX	F	BELCO PETROLEUM CORP	4/02/81	SUBLETTE	WYOMING	610	49
	* LAND DESCRIPTION*	T30N-R114W, SEC 34-N2NE4, SE4NE4, SEC 35-SW4NW4, NW4SW4							
99	1387-001	EV-022769-A	P	MABEL CHIPMAN ELDREDGE	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 1- LOTS 3,4,S2NW4,SW4 SECTION 2- LOTS 1,2,3,4,S2NE4,SE4NW4,S2							
99	1387-002	EV-017710-B	P	FRED R. MARSHALL	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 28- E2 SECTION 34- SE4, N2SW4, SE4SW4							
99	1387-003	JORDAN-NEWCOMB-BUDD	F	ARTHUR B. BELFER	8/19/54	SUBLETTE	WYOMING	10	170
	* LAND DESCRIPTION*	T29N-R113W SECTION 4- S2SE4 SECTION 9- NE4 SECTION 10-N2NW4,SE4NW4							

CO	BPC LEASE NO.	NAME	L T	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1387-004 EV-017710-A		P	FRED R. MARSHALL	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T30N-R113W SECTION 34- SW4SW4							
99	1387-005 EV-022769		P	MELBA CHIPMAN ELDREIDGE	12/31/38	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R113W SECTION 3- LOTS 1,2,3,4,S2N2,SW/4,NW/4SE/4,S/2SE/4 SECTION 4-LOTS 1-3,S2NE4,SE4NW4,NE4SW4,N2SE4 T30N-R113W SECTION 33-E2,E2W2							
99	1390-004 W-28379-A		P	BELL TROSSEN	5/01/71	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T32N-R111W SECTION 33- S2							
99	1390-011 WY-19959		P	BEARD OIL COMPANY	8/01/69	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T32N-R114W, SEC 8- LOTS 3, 4, S2NW4, SW4							
99	1390-012 W-06009		P	FINTUS, PAUL D.	6/01/51	SUBLETTE	WYOMING	2	/ 506
	* LAND DESCRIPTION*	T32N-R114W, SEC. 7-LOTS 1, 2, S2NE4							
99	1390-013 W-73977		P	FINTUS, PAUL D.	6/01/51	SUBLETTE	WYOMING	2	/ 506
	* LAND DESCRIPTION*	T32N-R114W. SEC. 17-E2, E2NW4, NW4NW4, NE4SW4, SEC. 20-NE4, N2SE4							
99	1395-012 MICKELSON, JAMES F., ET UX		F	STROOCK, THOMAS F.	8/26/75	SUBLETTE	WYOMING	51	/ 587
	* LAND DESCRIPTION*	T33N-R114W. SEC. 34-SE4NW4, S2NE4, E2SW4, W2SE4, NE4SE4, SE4SE4							
99	1414-026 WY-0320844		P	STANLEY W. ZYSK	12/01/65	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T29N-R114W SECTION 33- NW4NW4							

CO	BPC LEASE NO.	NAME	LT	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK	RECORDING PAGE
99	1775-002	WY-29424-A	P	AUDELIA DELUNA	7/01/71	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T33N, R115W SECTION 25- E2							
99	1775-007	WY-3344-B	P	ESTHER CHORNEY	1/01/67	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T33N,R114W SECTION 22- SW4,S2NW4,NW4NW4							
99	1775-009	WY-52385	P	JOSEPH M. THOMAS	11/01/75	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T33N,R114N SECTION 21- NW4							
99	1775-010	WY-56770	P	J.M. THOMAS	11/01/75	SUBLETTE	WYOMING		
	* LAND DESCRIPTION*	T33N,R114W SECTION 16- SW4							

2316-4

ASSIGNMENT

Khaled Printing, 336 W 1st St., Casper, Wyoming

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~xxxx~~ Terra Resources, Inc., Assignor, being lessee and owner of 50% of , ~~XXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXX~~ that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0342, and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 114 West
Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of ten and 00/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto SEE ATTACHED RIDER

~~XX~~, assignee, ~~XXX~~ 70% of its rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 114 West
Section 16: All

Insofar and only insofar as the operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as that certain stratigraphic horizon found at 9340' on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 of Section 16: Township 29 North, Range 114 West.

and containing acres, more or less, reserving, however, unto assignor

TO HAVE AND TO HOLD unto the said American Quasar Petroleum Co. et al., successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 9th day of August, 1982

WITNESS:

Debbie Blackman

Filed in the lease file
Filed: March 22, 1983
et/

(SEAL)

TERRA RESOURCES, INC.
Assignor-Lessee

By
F. H. Merelli
President

Attest:
William H. Everett III
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public

My Commission expires:

198590

RECORDED Sept 7 1982 8:00 AM
IN BOOK 66 Oil & Gas PAGE 91
FEES $ 7.25 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 9th day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 9th day of August, 1982.

Lois Lemons
Notary Public

My Commission Expires:
My Commission Expires March 8, 1986

659

WYOMING

.660

RIDER

Attached to and made a part of the Assignment of State of Wyoming Oil and Gas Lease by and between TERRA RESOURCES, INC., as Assignor, and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, et al, as Assignees, for State of Wyoming Lease 76-0342.

ASSIGNEES' NAME AND ADDRESS	PERCENTAGE
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 70%
MESA PETROLEUM CO. P.O. Box 2009 Amarillo, Texas 79189-2009	36.19050% x 70%
JOHN J. CHRISTMANN Suite 800 1500 Broadway Lubbock, Texas 79401	5.57142% x 70%
FLAG REDFERN OIL COMPANY P.O. Drawer 2280 Midland, Texas 79701	5.57142% x 70%
VERNON T. DELGADO P.O. Box 66 Pinedale, Wyoming 82941	5.57142% x 70%
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	1.85714% x 70%
	100% 70%

REASSIGNMENT CLAUSE

In the event Assignees desire to surrender said lease as to all or any part of the acreage covered hereby, said Assignees agree to notify Assignor at least seventy-five (75) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portions thereof to be relinquished. Should Assignor hereunder elcet to receive such reassignment, same will be delivered by Assignees, without additional burdens, prior to the anniversary date of said lease.

SIGNED: _____ DATED: August 9, 1982

197276

RECORDED July 27 1983 8:00 A M
IN BOOK 68 Misc PAGE 659
FEES $7.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

PA[redacted]

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT GETTY OIL COMPANY, a Delaware corporation, and THOMAS F. STROOCK and MARTA F. STROOCK, P. O. Box 2875, Casper, Wyoming 82602, hereinafter collectively 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", all of Assignor's right, title and interest in and to that oil and gas lease described on Exhibit "A" attached hereto and made a part hereof, INSOFAR AND ONLY INSOFAR as said lease covers the SW/4 of Section 18, Township 28 North, Range 111 West, Sublette County, Wyoming, from the surface down to, but not below the stratigraphic equivalent of 10,840 feet, as penetrated in the Chapel Canyon Unit No. 30-18 Well located in the SW/4 of Section 18, Township 28 North, Range 111 West, Sublette County, Wyoming, hereinafter referred to as the "drillsite tract"; an undivided 60% of Assignor's right, title and interest in and to the oil and gas lease described on Exhibit "A", INSOFAR AND ONLY INSOFAR as said lease covers Farmout Acreage located outside the drillsite tract, from the surface of the earth down to, but not below a depth of 10,840 feet as penetrated in the Chapel Canyon Unit No. 30-18 Well located in the SW/4 of Section 18, Township 28 North, Range 111 West, Sublette County, Wyoming.

197307

RECORDED August 1 1983 8:00 A.M.
IN BOOK 68 Bx 2 PAGE 661
FEES $14.25 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McInnis

WY-641 14725

There is excepted from this assignment and reserved unto Assignor, its successors and assigns, subject to the conversion right as hereinafter set out, an overriding royalty interest of 7.5% of all the oil and gas if, as and when produced from the drillsite tract hereby assigned. Said overriding royalty interest shall be inclusive of any presently effective overriding royalty interest, but shall be in addition to any royalties, production payments and other like interest in the production, if any, and shall be free and clear to Assignor of all production, gathering, compression, dehydration, trucking, transportation, marketing, treating or other costs, and taxes, except production or severance taxes.

Said overriding royalty interest reserved above is subject to Assignor's option to convert same to a 40% working interest, less 40% of the royalties, overriding royalties, production payments and like interests, if any, encumbering said lease upon Assignee's recovery out of production from the well which entitles it to this assignment; less windfall profit and severance taxes, the overriding royalty reserved herein and royalties, production payments, overriding royalties and like interests, if any, and one hundred percent (100%) of Assignee's cost of drilling, completing, and equipping such well and operating it during such recovery period.

If, prior to payout of the well entitling Assignee to this assignment, Assignee elects to drill an additional well or wells on the lands subject to the overriding royalty retained by Assignor hereunder, Assignee shall notify Assignor in writing accordingly at least thirty (30) days prior to commencing operations on any such well and Assignor shall have an option as to each such additional well either to participate as a working interest owner as if Assignor had converted its overriding royalty to a working interest

as aforesaid, or to retain its overriding royalty as to such additional well. Assignor's election as to each such additional well if exercised shall be irrevocably exercised prior to commencement of operations on the particular additional well. Such option shall be a separate and individual option as to each such additional well.

In the event the leasehold interest owned by Assignor in the land covered by this Assignment is less than a full leasehold interest therein, then the overriding royalty retained by Assignor herein and the working interest to which it may be converted at Assignor's election, including all obligations appurtenant thereto, and the reversionary interest of Thomas F. Stroock and Marta F. Stroock shall be proportionately reduced.

Assignee shall have no authority to pool or unitize the lease assigned to it with other lands, leases or interest in such manner as to affect the rights and interest of Assignor without first obtaining Assignor's written consent.

If any well on a portion of said lease assigned hereby, or any well on tracts with which a portion of the lease assigned hereby is pooled, is completed as a commercial producer of oil or gas and ceases to produce, Assignee shall notify Assignor no later than fifteen (15) days from the date of cessation of production. Such notification also shall include the reasons that the well is off production and Assignee's plans for re-establishing production and/or plugging the well. If Assignee plans remedial action, Assignee shall keep Assignor advised as to the status of the work, such notification to be sent to Assignor on each Monday following the original notification until the well is placed back on production.

Assignor's and Assignee's respective interests in the above described lease shall apply to new, renewal or extension lease or leases on the assigned premises acquired by Assignor or Assignee within one (1) year of the expiration of any

lease described above, whether or not said new, renewal or extension lease is for the entire interest covered by the expiring lease or leases or covers only a portion of its or their area of interest therein.

Assignor shall have the right and option, but not the obligation, upon thirty (30) days written notice to purchase the liquid production from all wells drilled on the land covered hereby at the going market price established in the area by the principal purchasers. Having elected to purchase the liquid production, Assignor shall have the right to discontinue purchasing it at any time by giving thirty (30) days written notice and shall have the right at any time thereafter to resume the purchase of such by giving Assignee thirty (30) days written notice of Assignor's intentions.

This Partial Assignment shall also be subject to all reservations, conditions and provisions contained in the lease herein assigned, the assignments thereof, or agreements pertaining thereto and any other instruments appearing in the chain of title to said leases including, but not limited to, the agreement between Getty Oil Company, Thomas F. Stroock and Marta F. Stroock dated May 14, 1980, assignment to C&K Petroleum, Inc., dated March 21, 1978, and assignment to Belco Petroleum Corporation dated March 17, 1982.

This Assignment is made in accordance with and subject to all of the terms and provisions of that certain Farmout Letter Agreement dated May 20, 1982 between Assignor and Assignee as amended by Letter Agreement dated December 10, 1982 and Letter Agreement dated June 29, 1982. Reference to such Farmout Agreement is here made for the details of Assignor's working interest conversion option referred to above and for all other provisions of such agreement.

IN WITNESS WHEREOF, this Assignment has been executed this 2nd day of March, 1983.

GETTY OIL COMPANY

By C. O. Powell
C. O. POWELL AGENT

Thomas F. Stroock
THOMAS F. STROOCK

Marta F Stroock
MARTA F. STROOCK

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 2nd day of March, 1983 by C. O. POWELL, as Agent on behalf of GETTY OIL COMPANY, a Delaware corproation.

Hester A. Romine
Notary Public

My commission expires:
June 28, 1985

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of June, 1983, personally appeared THOMAS F. STROOCK and MARTA F. STROOCK, husband and wife, to me known to be the identical person(s) who 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 official signature and affixed my notarial seal the day and year last above written.

KAY ORSAK - Notary Public
State of Wyoming
My Commission Expires Sept. 9, 1986

My commission expires:

Kay Orsak
Notary Public

Exhibit 5

EXHIBIT "1"

Oil and Gas Lease dated December 29, 1972 by and between The First National Bank of Kemmerer, Wyoming (Trustee of the Fear Family Trust) as Lessor and Thomas F. Stroock as Lessee, INSOFAR AND ONLY INSOFAR as said lease covers the following land in Sublette County, Wyoming:

Township 28 North, Range 111 West, 6th P.M.
Section 7: Lots 1, 2, 3, 4, E/2, E/2 W/2;
Section 18: Lots 2, 3, 4, NW/4 NE/4, E/2 W/2;
less approximately 69.42 acres lying east of the High Line Canal, as excepted in Warranty Deed, dated June 23, 1931, recorded in Book 1 (Deeds), Page 381 in said county.

1180-A81 mlb

WY-322
Federal #10-25

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That BELCO PETROLEUM CORPORATION, hereinafter referred to as "Belco," for and in consideration of TEN DOLLARS ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer and convey, subject to the following reservations, exceptions, and conditions, into ENERGETICS, INC.*, * a Colorado corporation hereinafter referred to as "Assignee," 116 Inverness Drive East, Englewood, Colorado 80112, all of Belco's Right Title and Interest in and to the following:

> Oil and Gas Lease, dated December 29, 1972, by and between the First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor, and Thomas F. Stroock, Lessee, as recorded in Book 48, Page 628 of the Deed Records of Sublette County, Wyoming, and that certain Extension of Oil and Gas Lease, dated May 8, 1980, executed by the First National Bank of Kemmerer, as Trustee of the Fear Family Trust as recorded in Book 59A, Page 126 of the Deed Records of Sublette County, Wyoming, INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:
>
> Township 28 North, Range 112 West
> Section 24: Lots 9, 11, SE¼SW¼
> Section 25: Lots 2, 5, N½NW¼, SE¼NW¼
> Section 26: Lots 1 and 7
> Sublette County, Wyoming
>
> hereinafter referred to as the "Subject Lands."

This assignment is subject to the following reservations:

1. Belco reserves unto itself, its successors and assigns, 5% of 8/8ths overriding royalty interest in Subject Lands. This override is exclusive of all currently existing burdens, but shall be proportionately reduced as Belco's leasehold interest in Subject Lands bears to the entire leasehold interest in the Subject Lands. This reserved overriding royalty shall attach to and be applicable to any well which may be drilled on Subject Lands or on acreage pooled with Subject Lands.

2. Assignee hereunder accepts this Assignment subject to the terms and conditions of the oil and gas lease and the assignments of same unto Belco. Obligations include, but are not limited to: That should Assignee desire to release said lease, it must notify Thomas F. Stroock et ux, 60 days

197331

RECORDED Aug 1 19 2:00 PM
IN BOOK 68 Misc PAGE 667
FEES 10.00 Lavina York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

prior to such rental payment date.

3. Belco shall use its best efforts to pay any delay rentals, which should become due on the subject oil and gas lease, but shall not be liable or responsible for any loss or damage resulting from failure to pay or for improper payment of such rentals and Assignee shall reimburse Belco for 100% thereof. Assignee shall pay all shut-in payments pertaining to the Subject Lands, that may become due after the effective date of this Assignment.

4. This Assignment is made subject to that certain Acreage Purchase Agreement, dated March 3, 1983, by and between Belco and Assignee.

5. This Assignment is made without warranty, either expressed or implied.

EXECUTED and EFFECTIVE this 4th day of May, 1983, in quadruplicate originals.

BELCO PETROLEUM CORPORATION

By: J. M. Oswald
J. M. Oswald
Senior Vice President

Acm
Duelly
Pass
11M

STATE OF TEXAS)
) ss.
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 4th day of May, 1983

My Commission Expires:
April 30, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public
in and for the State of Texas

BELCO PETROLEUM CORPORATION

SECRETARY'S CERTIFICATE

I, Noah E. Rockowitz, do hereby certify that I am the duly elected Secretary of Belco Petroleum Corporation (the "Company") and do hereby further certify that there is no requirement contained in the By-Laws of the Company as in effect on the date hereof for the seal of the Company to be affixed to any particular document nor for any particular document to be attested to by an officer of the Company.

Date: February 14, 1983

Noah E. Rockowitz
Secretary

670

NOTICE OF NAME CHANGE

Energetics, Inc., a Colorado corporation, announces that effective April 8, 1983, it changed its name to ENERGETICS OPERATING COMPANY.

The business operations conducted by the company prior to the formation of its new parent, Energetics, Inc., a Delaware corporation, and prior to an exchange offer which closed March 28, 1983, will be conducted in the name of ENERGETICS OPERATING COMPANY. The office address and telephone number of both parent and subsidiary are as follows:

116 Inverness Drive East
Englewood, Colorado 80112
(303) 799-8282

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, AEON ENERGY CO., SILVER HILL 3, 405 Urban Street, Suite 302, Lakewood, Colorado 80228, (hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the following parties (hereinafter referred to as Assignees), an overriding royalty, free and clear of all cost and expense of development and operations, in the amounts indicated below, of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to the certain oil and gas leases also described below:

ASSIGNEE	OVERRIDING ROYALTY INTEREST BEING ASSIGNED
BARRETT ENERGY COMPANY 405 Urban Street, Suite 112 Lakewood, Colorado 80228	1/4 of 6/7 of 1.5%, being .3214275%
BARRY L. SNYDER 405 Urban Street, Suite 302 Lakewood, Colorado 80228	1/4 of 6/7 of 1.5%, being .3214275%
STEPHEN B. EVANS 405 Urban Street, Suite 302 Lakewood, Colorado 80228	1/4 of 6/7 of 1.5%, being .3214275%
TED E. AMSBAUGH 405 Urban Street, Suite 302 Lakewood, Colorado 80228	1/4 of 6/7 of 1.5%, being .3214275%
	Total 1.285710%, proportionately reduced by the working interest assigned wherein this override was retained.

DESCRIPTION OF OIL AND GAS LEASES -

See EXHIBIT "A" - Lease Schedule, attached hereto and made a part hereof.

Monument Springs Prospect
#710-WY-143 & 144

197332

RECORDED August 1 1983 2:00 PM
IN BOOK 68 Oil & Gas PAGE 671
FEES $8.75 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee(s), his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions; 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 described oil and gas lease(s). This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute lease(s) obtained by Assignee, it's successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein assigned, with respect to that tract or tracts, shall be proportionately reduced and further proportionately reduced by the working interest assigned wherein the override was retained.

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 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.

PAGE 1 OF 1

EXHIBIT "A"
LEASE SCHEDULE

Attached to: ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Between: AEON ENERGY CO. to BARRETT ENERGY COMPANY, BARRY L. SNYDER, STEPHEN B. EVANS and TED E. AMSBAUGH

[redacted]ated: MAY 12, 1983

STATE OF: WYOMING
COUNTY OF: SUBLETTE
PROSPECT: MONUMENT SPRINGS

A[redacted] NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LSE DT/TERM	LEGAL DESCRIPTION	RECORDED BOOK	Page/Rec.	GROSS AC.	NET ACRES	EXISTING BURDENS
WY-143	ST. OF WYO. 76-0599A	JACQUELINE L. EGERT	9/2/76	TOWNSHIP 28 NORTH, RANGE 103 WEST SECTION 16: W/2			320.00		
WY-144	ST. OF WYO. 76-0599	JACQUELINE L. EGERT	9/2/76	TOWNSHIP 28 NORTH, RANGE 103 WEST SECTION 16: E/2 SECTION 28: NE/4			480.00		

[redacted]

[redacted]

[redacted]

617

[redacted] [redacted] [redacted]

EXECUTED, This 12th day of May, 19 83.

AEON ENERGY CO.

By: Ted E. Amsbaugh
TED E. AMSBAUGH, General Partner

STATE OF COLORADO)
ss.
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12th day of May, 19 83, personally appeared TED E. AMSBAUGH

to me personally known to be the identical person(s) who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness whereof, I have set my hand and seal the day and year last above written.

My commission expires:
6/10/85

Vicki L. Clark
NOTARY PUBLIC - Vicki L. Clark
405 Urban Street, Suite 302
Lakewood, Colorado 80228

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That CSC - PR 1982 Limited Partnership,
CSC - ML 1982 Limited Partnership,
CSC - NW 1982 Limited Partnership,
CSC - AL 1982 Limited Partnership and
CSC - JH 1982 Limited Partnership

whose mailing address is P. O. Box 300, Tulsa, Oklahoma 74102 herein referred to as "ASSIGNORS", for and in consideration of Ten Dollars ($10.00) and other valuable consideration, receipt of which is acknowledged, do hereby assign, transfer and convey unto CITIES SERVICE OIL AND GAS CORPORATION, a Delaware corporation whose mailing address is P. O. Box 300, Tulsa, Oklahoma 74102, herein referred to as "ASSIGNEE", all of ASSIGNORS' right, title and interest 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 ASSIGNEE, its' successors and assigns, according to the terms and conditions of said lease, the said ASSIGNEE to perform all the conditions and covenants thereof as to the portion herein assigned. The ASSIGNORS warrant title to be free and clear of Liens and Encumbrances, created by, through or under ASSIGNORS but not otherwise.

IN WITNESS WHEREOF the said ASSIGNORS have caused their name to be affixed by the General Partner of said ASSIGNORS this 13th day of June, 1983, to be effective May 16, 1983.

Assignment approved by Commissioner of Public Lands: June 24, 1983 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commisioner of Public Lands: July 1, 1983

et al

197341

RECORDED August 2 1983 2:00 PM
IN BOOK 68 Orst PAGE 674
FEES $4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CSC - PR 1982 Limited Partnership
CSC - ML 1982 Limited Partnership
CSC - NW 1982 Limited Partnership
CSC - AL 1982 Limited Partnership
CSC - JH 1982 Limited Partnership

By _____
Dean Athens, Attorney-in-Fact
Cities Service Oil and Gas Corporation
General Partner

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 13th day of June, 1983, by Dean Athens, as Attorney-in-Fact, for CITIES SERVICE OIL AND GAS CORPORATION, on behalf of CSC - PR 1982 Limited Partnership, CSC - ML 1982 Limited Partnership, CSC - NW 1982 Limited Partnership, CSC - AL 1982 Limited Partnership, and CSC - JH 1982 Limited Partnership, and acknowledged that the executed the same as the act of his principal for the purposes therein contained.

My Commission Expires:

August 12, 1984

Ruby C. Vandiver
Ruby C. Vandiver, Notary Public

[redacted] [redacted] [redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1983 JAN 31 AM 9:30

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF ROYALTY OWNERSHIP

THIS ASSIGNMENT OF ROYALTY OWNERSHIP is made by and between CHARLOTTE D. EDMONSON, (hereinafter "Assignor") and ELIZABETH E. SWITALSKI (hereinafter "Assignee")

WITNESSETH:

WHEREAS, United States Oil and Gas Lease, Cheyenne Serial Number W-08592 was issued to Gwen Keif of Casper, Wyoming, covering the following described land situated in the County of Sublette, State of Wyoming, to-wit:

> TOWNSHIP 33 North, Range 109 West, Section 21: S 1/2 S 1/2; Section 28: All; Section 29: All; Section 32: E 1/2; Section 33: All; Section 34: W 1/2 W 1/2, containing 2,560 acres, more or less.

WHEREAS, said Gwen Keif assigned said Lease to Ernest S. Baker by Assignment approved by the Bureau of Land Management; and

WHEREAS, said Ernest S. Baker assigned to Charlotte D. Edmonson as an overriding royalty 1/2 of 1% of all oil, gas and other hydrocarbon substances, produced, saved and marketed from the aforesaid lands, or allocable or attributable thereto under any approved unit agreement plan or group or unit development and operation embracing said land or any part thereof, said Assignment of Royalty being dated January 31, 1964, and recorded in Office of Bureau of Land Management, Cheyenne, Wyoming, on February 4, 1964, and

WHEREAS, Charlotte D. Edmonson assigned 1/4 of 1% of her overriding royalty to Walter G. Davis and retained an overriding royalty of 1/4 of 1% and is now desirous of assigning remainderman ownership of said overriding royalty to her daughter, Elizabeth E. Switalski, while retaining for herself and her husband, Charles D. Edmonson, for their joint lives, and thereafter to the survivor of them, the right to receive all payments pursuant to said royalty interest;

NOW, THEREFOR, Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowedged, does hereby, subject to retention of the life estates referred to in the following paragraph, sell, assign, transfer, set over and convey to Elizabeth E. Switalski, her heirs and assigns, Assignor's overriding royalty of 1/4 of 1% of all oil, gas and other hydrocarbon susbtances produced, saved and marketed from said lands or allocable or attributable thereto under any approved unit agreement plan of group or unit development and operation embracing said land or any part hereof, and regardless whether or not such oil, gas and other hydrocarbon substances are produced under the above described lease or extension or renewal of said lease.

Assignor specifically reserves to herself and her husband, Charles D. Edmonson, for their joint lives and thereafter to the survivor of them, the right to continue receiving all royalty payments pursuant to said overriding royalty. After the deaths of Assignor and her husband, royalty payments shall be made to Assignee, who shall then have the unconditional right to receive same as sole owner.

197389

RECORDED August 5 1983 2:00 PM
IN BOOK 68 Ox-L PAGE 675
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

The purchase of any production from the aforesaid premises is hereby directed to account directly to Assignor or her husband for their respective lives for all overriding royalties accruing hereunder. Thereafter, said accounting shall be made to Assignee upon notice to such purchaser that Assignor and her husband are deceased. The furnishing of an appropriate death certificate to payor shall be sufficient evidence for payments to be made to Assignor or her husband pursuant to the survivorship life estates set forth above and shall also be sufficient evidence for payments ultimately to be made to Assignor's daughter.

IN WITNESS WHEREOF, Assignor has hereunto set her hand, and Assignee by acceptance hereof agrees to the conveyance and conditions set forth herein this ___ day of December, 1982.

Charlotte D. Edmonson
CHARLOTTE D. EDMONSON
ASSIGNOR

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Subscribed and sworn to before me by CHARLOTTE D. EDMONSON this 17 day of December, 1982.

My commission expires: May 9, 1985.

Robert Allen
NOTARY PUBLIC, STATE AT LARGE, KY

2791B
0115A
12/15/82

TFS-W-0823

Producers 88 Spec. - U

OIL AND GAS LEASE

CASPER QWIK COPY CENTER
200 N. Wolcott
Phone: 265-8574

AGREEMENT, Made and entered into this 8th day of June, 19 83 by and between

William H. Whitman, a single man, Box 224 Pleasant Grove, Utah 84062 of, hereinafter called lessor (whether one or more) and Thomas F. Stroock, P.O. Box 2875 Casper, Wyoming 82602 of, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of ----------Ten and m9re---------- DOLLARS ($10.00----), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Section 32: $SE\frac{1}{4}SE\frac{1}{4}$
Section 33: Lot 7
Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1,2,3,4,5,6,7,8

SEE ATTACHED RIDER FOR OPTION TO RENEW

of ~~Section~~ ~~Township~~ /five(5)~~xxx~~ ~~Range~~ /11/10/83 (W. H. W) and containing 307.48 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ years from ~~this date~~, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or into storage tanks.

2nd. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before ~~one year from the date hereof~~ 11/10/84, this lease shall terminate as to both parties, unless the lessee on or before ~~that date~~ 11/10/84 shall pay or tender to the lessor or to the lessor's credit in the Bank of American Fork, American Fork, Utah 84003, or its ~~successors~~, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Seven and 48/100-/11/10/84 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from ~~said date~~. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. (W.H.W)

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessees or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties, executing the same.

Lessor agrees that the lessee may pool or unitize the land covered hereby or any part thereof for any and all purposes of development and operation of oil and gas, which is approved by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to unitize the interests covered by this lease, in which event royalties shall be paid lessor as to the land included in the unit, based upon the production allocated pursuant to the unit plan to such land, and the drilling or completion or continued operation of a well on any portion of the land included in such unit plan shall be considered for all purposes, except the payment of royalties, as the drilling or completion or continued operation of a well under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

This lease is subject and subordinate to a lease dated October 5, 1978 and recorded in Book 56 at Page 636 of the Sublette County records. The primary term of said lease will expire November 10, 1983 and lessor herein covenants and agrees not to further extend, amend, or modify the present and existing lease.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

197390
RECORDED August 5 1983 2:00 PM
IN BOOK 68 Misc PAGE 677
FEES $ 5.00 Laura J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

William H. Whitman (SEAL)
(SEAL)
Wm H. Whitman (SEAL)
(SEAL)
(SEAL)

STATE OF UTAH }
COUNTY OF UTAH } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of July, 19 53, personally appeared William H. Whitman, a single man

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires May 6, 1955

Notary Public.

STATE OF }
COUNTY OF } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of, 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19.

(SEAL)

Notary Public

My Commission expires:

No.

FROM

TO

Dated, 19

No. Acres

County,

Term

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

RIDER

Attached hereto and made a part hereof oil and gas lease dated June 8, 1983, bearing effective of November 10, 1983, running from William H. Whitman, a single man, Lessor, to Thomas F. Stroock, Lessor.

Lessee, his heirs, successors or assigns, is hereby granted the exclusive option to extend the primary term of this lease, subject to all the terms and conditions contained herein, for an additional period of five years, which shall be until November 10, 1993 Lessee may exercise this option by paying the lessor, his successors or assigns, a cash consideration of twenty dollars ($20.00) per net mineral acre, which cash consideration shall be paid and automatically accepted by depositing the proper sum of money in the depository bank named herein, any time before November 10, 1988 .

Signed for identification:

Wm H Whitman
William H. Whitman

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

AND MINERAL INTERESTS

Return To:
TXO PRODUCTION CORP.
Fidelity Union Tower
Dallas, Texas 75201

)(
)(

KNOW ALL MEN BY THESE PRESENTS

That, TERRA RESOURCES, INC., a Delaware corporation with principal offices at 5416 South Yale Avenue, Suite 400, P. O. 2329, Tulsa, Oklahoma 74101, (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration paid by TXO PRODUCTION CORP., a Delaware corporation with principal offices at Fidelity Union Tower, Dallas, Texas 75201 (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has and does hereby grant, bargain, transfer, sell, assign and convey unto the said Grantee, its successors or assigns, an undivided thirty percent (30%) of Grantor's interest in and to the following:

A. All of the oil, gas and other mineral leases, interests, rights and properties specifically described on Exhibit "A", attached hereto and made a part hereof; and

B. All presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, 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 relate to any of the leases of properties described or referenced in Subparagraph "A" above; and

C. All presently existing and valid oil and gas sales, purchase, transportation, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, tax partnerships, and other contracts, agreements and instruments which relate to any of these leases or properties described or referenced in Subparagraph "A"; and

D. All personal property, improvements, lease and well equipment, surface leases, easements, permits, licenses, servitudes and rights-of-way (including, but not by way of limitation, any wells, tanks, boilers, buildings, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment, gathering systems, power lines, telephone and telegraph lines, roads and other appurtenances and easements) now being used or useful in connection with the exploration, development, operation or maintenance of the leases, lands or properties described or referenced in Subparagraph "A", or any unit or units in which part or parts of such leases, lands or properties may be included, or being used or useful in connection with the production, treating, storing, transportation or marketing of oil, gas and other minerals produced from or allocated to such leased lands or properties or such unit or units; and

E. Without limitation of the foregoing, any and all other oil leases, gas leases, oil and gas leases, oil, gas and mineral leases, mineral or mining leases, whether producing or non-producing, and all personal property and fixtures used or useful in connection therewith, as well as any and all other interests in minerals and lands of every nature or description (excluding office leases or other holdings possibly qualifying as interests in land which were not acquired either for oil, gas or mineral purposes or to facilitate operations or activities connected therewith), including all contracts and agreements associated therewith or relevant thereto, held by GRANTOR as of the Effective Date hereof which are not otherwise described or referenced in Subparagraph "A", or which may be incorrectly described in Exhibit "A", or are not covered by any of Subparagraphs A, B, C, or D above; and

F. Such leases, interests, rights and properties specified in the foregoing Subparagraphs A, B, C, D and E are herein called the "Subject Properties"; and

G. Grantor and Grantee agree to execute and deliver all other additional conveyances, ratifications, instruments, notices, division orders, transfer orders and other documents and to do all such other further acts and things as may be necessary to more fully and effectively grant, convey and assign the rights, titles, interests and estates in the Subject Properties intended to be so conveyed.

TO HAVE AND TO HOLD all and singular the Subject Properties unto Grantee, its successors and assigns, forever, and, for the same consideration, Grantor hereby warrants for itself, its successors and assigns, to the exclusion of any implied warranties, that it has not sold, assigned, conveyed, encumbered or hypothecated the Subject Properties, from and after 8:00 o'clock, A.M. (C.D.T.) on July 28, 1983 to the date hereof and that it has full right and authority to convey the same.

This Partial Assignment is being executed in multiple originals all of which are identical, except that to facilitate recordation in counterparts hereof only that portion of Exhibit "A" which contains specific descriptions of Subject Properties located in the recording jurisdiction where that counterpart is to be recorded are included, and other portions of Exhibit "A" are included by reference only. All of such counterparts together constitute but one and the same instrument. Complete copies of this Partial Assignment containing the entire Exhibit "A" have been retained by Grantor and Grantee.

IN WITNESS WHEREOF, this Partial Assignment has been executed by Grantor on the date of the acknowledgment hereof, but is delivered and effctive as to the runs of oil and deliveries of gas at 7:00 o'clock A.M., local time (at the location of the Subject Properties, respectively) on July 29, 1983 (herein called the "Effective Date").

ATTEST:

William H. Everett III
Secretary

TERRA RESOURCES, INC.

By: _____
F. H. Merrell
President

ATTEST:

Martin B. McNamara
Secretary

TXO PRODUCTION CORP.

By: _____
Bob F. Young
Vice President

[redacted] [redacted] [redacted]

For Wyoming Properties

STATE OF OKLAHOMA)(
)(
COUNTY OF TULSA)(

The foregoing instrument was acknowledged before me by F. H. MERRELLI, President of TERRA RESOURCES, INC., this 29th day of July, 1983.

WITNESS my hand and official seal.

Notary Public
Tulsa County, Oklahoma

My Commission Expires:
January 18, 1986

STATE OF OKLAHOMA)(
)(
COUNTY OF TULSA)(

The foregoing instrument was acknowledged before me by BOB F. YOUNG, Vice President of TXO PRODUCTION CORP., this 29th day of July, 1983.

WITNESS my hand and official seal.

Notary Public
Tulsa County, Oklahoma

My Commission Expires:
March 3 1986

197391

RECORDED August 5 1983 2:08 PM
IN BOOK 68 Deeds PAGE 680
FEES $9.49 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

(ULTXD2-10100000)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
AREA - 2089 CLIFF CREEK *B

EXHIBIT 'A'
LEASEHOLD

DATE 7/25/83

LEASE	LESSOR	LESSEE	DATE	VOLUME		PAGE	LEASE GROSS ACRES
22213-00	U.S.A. #W-16281	JOHN C. CAMPBELL	1/01/69				319.60
			T-37N R-113W				
			SEC 31: LOTS 1-4, E/2 W/2				
36013-00	U.S.A. #W-45863	BONNIE J. SORENSON	7/01/74				2499.19
			T-38N R-113W				
			SEC 1: LOTS 1-4, S/2N/2, N/2S/2				
			SEC 2: LOTS 1-4, S/2N/2, S/2				
			SEC 3: LOTS 1-4, S/2N/2, S/2				
			SEC 4: LOTS 1-4, S/2N/2, S/2				
			SEC 5: LOTS 1-4				
36014-00	U.S.A. #W-61814	RODRIQUEZ & CALCAGNO	2/01/78				639.00
			T-36N R-115W				
			SEC 25: ALL				
36165-01	CAMPBELL, WALDEN L. ET UX	RAINBOW RESOURCES, INC.	8/18/78	56		587	640.00
			T-38N R-113W				
			SEC 25: S/2NWNE, SWNE, S/2N/2NW, SENW, N/2SWNW				
			SEC 28: N/2SW, SESW, SWSE				
			SEC 33: NENW, W/2NE, SENE				
			SEC 35: SE				
36165-02	ROGERS, HARRIET H. ET VIR	RAINBOW RESOURCES, INC.	9/09/78	56	X	593	160.00
			T-38N R-113W				
			SEC 35: SE				
36166-01	FRANCISCO, DAISY	RAINBOW RESOURCES, INC.	8/17/78	56		589	647.35
			T-37N R-113W				
			SEC 4: LOT 3, NESW, W/2SE, SESE				

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LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 9: E/2NE SEC 10: N/2SW, SESW, SWSE SEC 10: NW T-38N R-113W SEC 33: E/2SW			
36166-02	AMREIN, LEOLA, H. ET AL	RAINBOW RESOURCES, INC.	8/17/78 T-37N R-113W SEC 4: LOT 3, NESW, W/2SE, SESE SEC 9: E/2NE SEC 10: N/2SW, SESW, SWSE, SEC 10: NW T-38N R-113W SEC 33: E/2SW	56	591	647.35
36166-03	FIRST WYO BANK CO EXECUTOR	RAINBOW RESOURCES, INC.	9/18/78 T-38N R-113W SEC 33: E/2SW T-37N R-113W SEC 4: LOT 3, NESW, SWSE, NWSE SEC 9: E/2NE SEC 10: N/2SW, SESW, SWSE	57	4	458.03
36182-00	U.S.A. #W-45253	F. J. BRADSHAW	6/01/74 T-38N R-113W SEC 5: SW SEC 8: ALL SEC 9: ALL SEC 16: ALL SEC 17: E/2, E/2W/2			2560.00
36332-00	U.S.A. #W-69867	SANDRA S. WINSTANLEY	1/01/80 T-37N R-113W SEC 17: SW			160.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 15: E/2 SEC 22: NE			
43805-00	USA-W-24950	LOU TAUBERT	9/01/70 T-38N R-114W SEC 15: W/2 SEC 22: NW SEC 27: NW			640.00
43806-00	U.S.A. #W-12569	RUTH ELLBOGEN	7/01/68 T-37N R-114W SEC 11: E/2 SEC 14: E/2			640.00
43807-00	U.S.A. #W-14661	VULA O'CONNELL	10/01/68 T-38N R-114W SEC 22: SW			160.00
43808-00	U.S.A. #W-15756	RUTH ELLBOGEN	12/01/68 T-38N R-114W SEC 3: S/2 NW, SW SEC 10: SW			400.00
43810-00	U.S.A. #W-12574	JENKINS AND REA	7/01/68 T-37N R-114W SEC 22: E/2SE SEC 27: N/2			400.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
43811-00	U.S.A. #W-14189	ALAN ROMAN	8/01/68 T-38N R-114W SEC 27: E/2 SEC 34: E/2			640.00
43812-00	U.S.A. #W-39388	RAYMOND N. JOECKEL	5/01/73 T-37N R-114W SEC 26: ALL SEC 35: NW NW SEC 36: SE SE			720.00
43813-00	U.S.A. #W-31576	SHORT AND FINS	7/01/72 T-36N R-114W SEC 6: LOTS 4-7, SE NW, E/2 SW			253.37
43814-00	U.S.A. #W-39389	TONI E. STEPHENSON	5/01/73 T-38N R-114W SEC 26: E/2 SEC 35: E/2			640.00
43816-00	U.S.A. #W-16858-A	S. A. CHORNEY	3/01/69 T-36N R-115W SEC 13: SE SE			40.00
43818-00	U.S.A. #W-21431	THOMAS C. MORAN	12/01/69 T-36N R-115W SEC 11: ALL SEC 12: ALL SEC 13: N/2, SW, N/2 SE, SW SE SEC 14: ALL			2513.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
43821-00	U.S.A. #W-21430	GORDON HINZ	12/01/69 T-36N R-115W SEC 1: ALL SEC 2: ALL			1220.00
43832-01	STROBEL, R.M.	RAINBOW RESOURCES, INC.	9/28/73 T-38N R-113W SEC 33: SE	50	309	160.00
43832-02	WELLS, R.B.	RAINBOW RESOURCES, INC.	10/29/73 T-38N R-113W SEC 33: SE	50	311	160.00
43836-00	U.S.A. #W-41394	C.L. SHOGRIN	10/01/73 T-38N R-114W SEC 1: E/2			320.00
43837-00	U.S.A. #W-45868	JEFFREY CHORNEY	7/01/74 T-36N R-114W SEC 6: LOTS 1,2, SE SEC 8: ALL			865.20
43838-00	U.S.A. #W-45872	EDWIN L. CAMPBELL	7/01/74 T-37N R-114W SEC 35: NE, S/2			480.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
43839-00	U.S.A. #W-45875	H.E. THOMSON	7/01/74 T-38N R-114W SEC 11: NE, N/2NW T-39N R-114W SEC 23: NW, N/2SW, SESW, W/2SE SEC 36: W/2NE, NENW, NWSE			760.00
43840-00	U.S.A. #W-45870	THEODORE A. BUDER	7/01/74 T-36N R-114W SEC 7: E/2, E/2W/2 SEC 17: W/2 SEC 18: LOTS 2-4, E/2, E/2W/2			1386.24
43841-00	U.S.A. #W-45873	DONALD F. KUNESH	7/01/74 T-38N R-114W SEC 2: S/2 N/2, S/2 (UNDEVELOPED) N/2 N/2 (PRODUCING)			640.00
43843-00	U.S.A. #W-46998	ALMA K. CARDINAL	10/01/74 T-37N R-113W SEC 4: LOTS 1,2, NESE T-38N R-113W SEC 36: N/2, NESW, N/2SE			495.00
43844-00	U.S.A. #W-45254	KENNETH M. BRITT	6/01/74 T-38N R-113W SEC 18: SE			160.00
43845-00	U.S.A. #W-47003	SUSAN BLOWER	10/01/74 T-37N R-114W SEC 5: SW SEC 7: E/2			2416.50

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LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 8: W/2 SEC 17: W/2 SEC 18: E/2 SEC 19: E/2 SEC 20: W/2 SEC 30: E/2			
43846-00	U.S.A. #W-45862	WALTER E. STRATTON	7/01/74 T-37N R-113W SEC 1: S/2 SEC 14: LOT 5 T-38N R-113W SEC 25: SW SEC 28: SWSW SEC 34: W/2SW			637.51
43847-00	U.S.A. #W-12113	FRANK M. GALLIVAN	5/01/68 T-37N R-114W SEC 10: NE, E/2NW, SWNW, S/2 SEC 15: ALL			1240.00
43848-00	U.S.A. #W-12571	ALFRED E. MASS	6/01/68 T-37N R-114W SEC 16: SE SEC 22: SW, W/2NW			400.00
43849-00	U.S.A. #W-20138	ALFRED E. MASS	6/01/68 T-37N R-114W SEC 22: NE			160.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
43850-00	U.S.A. #W-20140	VULA O'CONNELL	8/01/68 T-37N R-113W SEC 6: LOTS 3-6, E/2 SW SEC 7: LOTS 1-4, E/2 W/2 SEC 18: LOTS 1-4, E/2 W/2 SEC 19: LOTS 1-4, E/2 W/2			1122.86
43851-00	U.S.A.#W-12574-A	JENKINS AND REA	7/01/68 T-37N R-114W SEC 22: E/2NW, W/2SE			160.00
43852-00	U.S.A. #W-12573-A	DOROTHY M. VAIL	6/01/68 T-37N R-114W SEC 21: E/2			320.00
43853-00	U.S.A. #W-15349	PATRICIA C. RUNGE	11/01/68 T-37N R-114W SEC 34: SW SW			40.00
43854-00	U.S.A. #W-14662	NORMAN L. PARKER	9/01/68 T-38N R-114W SEC 27: SW			160.00
43855-00	U.S.A. #W-12572	VULA O'CONNELL	7/01/68 T-37N R-114W SEC 14: SW SEC 23: W/2			480.00

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LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
43856-00	U.S.A.#W-12571-A	ALFRED E. MASS	6/01/68			760.00
			T-37N R-114W			
			SEC 13: SE			
			SEC 24: NW, SE			
			SEC 25% NW, N/2SE, SESE			
43857-00	U.S.A. #W-13452	VULA O'CONNELL	8/01/68			673.00
			T-37N R-114W			
			SEC 1: ALL			
			T-38N R-114W			
			SEC 36: S/2			
43858-00	U.S.A #W-12570	EDWARD S. CONVERSE	7/01/68			1560.00
			T-37N R-114W			
			SEC 12: NWNE, S/2NE, NW, S/2			
			SEC 13: N/2, SW			
			SEC 24: NE, SW			
			SEC 25: NE			
43860-00	U.S.A. #W-33103	H. M. KLAENHAMMER	2/01/73			330.81
			T-38N R-113W			
			SEC 7: LOTS 3, 4			
			SEC 18: LOTS 1,2,3, E/2NW, NESW, N/2SESW, SESESW			
43861-00	U.S.A. #W-12847	T.J. WEBER	7/01/68			249.27
			T-38N R-113W			
			SEC 19: LOTS 2-4, S/2SENW, E/2SW			
			SEC 30: NESW			
43864-00	U.S.A. #W-35975	VIRGINIA MAY KLAENHAMMER	12/01/73			400.00
			T-37N R-113W			

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC: 4: W/2SW SEC 8: NE SEC 9: NW			
43865-00	U.S.A.#W-47017	MRYNA B. HILL	10/01/74 T-36N R-115W SEC 24: ALL			638.00
43866-00	U.S.A. #W-22098	CHARLOTTE HAHN	2/01/70 T-36N R-114W SEC 17: E/2			320.00
43867-00	U.S.A. #W-45858	SUSAN BLOWER	7/01/74 T-37N R-113W SEC 14: LOT 3, NESW SEC 28: SW SEC 29: E/2SE			317.42
43868-00	U.S.A. #W-15345-A	D.S. PIRIE	11/01/68 T-37N R-114W SEC 2: W/2 (LESS 16.50 ACRES IN W-7452) SEC 3: ALL (LESS 16.50 ACRES IN W-7452) SEC 11: W/2 SEC 14: NW/4			976.50
43869-00	U.S.A. #W-15755	GRETCHEN S. CATRON	11/01/68 T-37N R-114W SEC 23: E/2 SEC 25: SW			480.00

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LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
43870-00	U.S.A. #W-31577	VIRGINIA MAY KLAENHAMMER	9/01/72 T-37N R-114W SEC 35: NE NW, S/2 NW			120.00
43871-00	U.S.A. #W-45857	T.J. ELLIS	7/01/74 T-37N R-113W SEC 2: LOTS 3, 4, SW SEC 3: LOT 1			183.70
43872-00	U.S.A. #W-20137	ED M. CATRON	6/01/68 T-38N R-113W SEC 30: LOTS 3, 4, SESW SEC 31: LOTS 1,2,3,4, E/2W/2			425.64
43873-00	U.S.A. #W-35976	C. W. KLAENHAMMER, SR.	12/01/73 T-38N R-113W SEC:30: E/2			320.00
43874-00	U.S.A. #W-12562	ED M. CATRON	6/01/68 T-38N R-114W SEC 23: E/2 SEC 24: W/2NW, S/2 SEC 25: ALL SEC 36: N/2			1680.00
43875-00	USA-W-45869	BETTY J. BROWN	7/01/74 T-36N R-114W SEC 7: LOTS 1-4			140.48

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LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
43876-00	USA-W-14188	F. J. BRADSHAW	11/01/68 T-38N R-114W SEC 10: NW			160.00
43877-00	USA-W-33565	B. J. BRADSHAW	3/01/73 T-38N R-114W SEC 3: NE, N/2 NW, N/2 SE			320.00
43878-00	USA-W-33112	F. J. BRADSHAW	3/01/73 T-38N R-114W SEC 12: E/2 SEC 13: N/2			640.00
43879-00	USA-W-22096	B. J. BRADSHAW	2/01/70 T-36N R-114W SEC 6: LOT 3			32.90
43880-00	USA-W-55658	W. H. BROWN	9/01/76 T-37N R-114W SEC 36: N/2, SW, N/2 SE, SW SE			600.00
43881-00	USA-W-52398	ROBERT L. CONNELL	11/01/75 T-38N R-114W SEC 12: SW NW			40.00
43888-00	USA-W-52376	ESTELLE R. WOLF	11/01/75 T-37N R-113W			400.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 6: SE SEC 18: NE SEC 19: N/2 NE			
43889-00	USA-W-47004	B. GROSSER	10/01/74 T-37N R-114W SEC 5: SE SEC 8: E/2 SEC 17: E/2 SEC 20: NE T-38N R-114W SEC 33: NW			1136.50
43894-00	USA-W-45859	RAYMOND A. LUTZ	7/01/74 T-37N R-113W SEC 14: LOTS 1, 2, W/2SW SEC 15: NE SEC 22: E/2SE SEC 26: N/2NW, LOT 1, W/2SENW, NWNWSW SEC 28: NW			706.11

AREA - 2095 GR PAC CK

20370-00	U.S.A. #W-40513	RAYMOND N. JOECKEL	8/01/73 T-27N R-103W SEC 20: SW			.00
20625-00	U.S.A. #W-48903	RAYMOND N. JOECKEL	8/01/73 T-27N R-103W SEC 9: ALL SEC 10: ALL SEC 11: N/2, SW			.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
24300-00	U.S.A. #W-53358	R. D. DAHLIN	2/01/76 T-27N R-103W SEC 25: W/2			.00
36031-00	U.S.A. #W-54449	JOSEPH A. THOMAS	5/01/76 T-27N R-103W SEC 1: LOTS 3, 4, S/2NW, SW SEC 12: W/2 SEC 13: W/2 SEC 24: W/2			.00
36032-00	U.S.A. #W-63278	RAYMOND N. JOECKEL	8/01/73 T-27N R-104W SEC 25: N/2			.00
36033-00	U.S.A. #W-63280	JOSEPH A. THOMAS	5/01/76 T-27N R-103W SEC 1: LOTS 1, 2, S/2NE, SE SEC 12: E/2 SEC 13: E/2 SEC 24: E/2			.00
36183-00	U.S.A. #W-63279	R. D. DAHLIN	2/01/76 T-27N R-103W SEC 25: E/2			.00

AREA - 2123 FERRY ISLAND

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
19849-00	USA-W-5627-B	SAMUEL MANDEL	5/01/57 T-28N R-108W SEC 9: ALL			.00
24262-00	USA-W-7571A	C. E. SULLIVAN	9/01/67 T-28N R-109W SEC 5: LOTS 1(11.79), 2(13.82), 3(15.84), 4(17.87) S/2 (OP RT-ABOVE 16986') (OP RT-BELOW 16986') SEC 7: LOTS 1(25.83), 2(25.91), 3(25.97), 4(26.05) E/2, E/2 W/2 (OP RT-ABOVE 16986') (OP RT-BELOW 16986') SEC 8: ALL (OP RT-ABOVE 16986') (OP RT-BELOW 16986')		1603.08
24263-00	USA-W-7572-A	C. E. SULLIVAN	9/01/67 T-28N R-109W SEC 15: ALL			640.00
24264-00	U.S.A. #W-7573-A	C. E. SULLIVAN	9/01/67 T-28N R-109W SEC 20: S/2 SW, N/2 SW, NW, E/2 (ABOVE 16,986') (BELOW 16,986') SEC 22: ALL (ALL DEPTHS)			1280.00
24265-00	USA-W-7574-A	C. E. SULLIVAN	9/01/67 T-28N R-109W SEC 26: ALL			640.00
24266-00	U.S.A. W-7575-A	C E SULLIVAN	9/01/67 T-28N R-109W SEC 28: ALL	54	580 (SURF TO 16,986')	1920.00

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LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
					(BELOW 16,986')	
			SEC 29:	ALL	(SURFACE TO 16,986')	
					(BELOW 16,986')	
			SEC 31:	ALL	(SURFACE TO 16,986')	
					(BELOW 16,986')	
24267-00	U.S.A. #W-7576-A	C. E. SULLIVAN	9/01/67			1920.00
			T-28N	R-109W		
			SEC 32:	ALL	(SURFACE TO 16,986')	
					(BELOW 16,986')	
			SEC 34:	ALL	(SURFACE TO 16,986')	
					(BELOW 16,986')	
			SEC 35:	ALL	(ALL DEPTHS)	
24268-00	USA-W-8108	C. E. SULLIVAN	9/01/67			454.92
			T-28N	R-110W		
			SEC 1:	LOTS 1(27.68), 2(32.60), 3(36.80), 4(37.84)		
			S/2		(OP RT-ABOVE 16986')	
					(OP RT-BELOW 16986')	
24270-00	USA-W-7577	C. E. SULLIVAN	9/01/67			292.47
			T-28N	R-109W		
			SEC 18:	LOTS 1(26.16), 2(26.31), E/2 NW, NE		
					(OP RT-ABOVE 16986')	
					(OP RT-BELOW 16986')	
24272-00	USA-W-7577-B	C. E. SULLIVAN	9/01/67			1280.00
			T-29N	R-109W		
			SEC 32:	ALL	(OP RT-ABOVE 16986')	
					(OP RT-BELOW 16986')	
			SEC 33:	ALL		

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
24273-00	USA-W-7578-A	C. E. SULLIVAN	9/01/67			647.16
			T-29N R-109W			
			SEC 30: LOTS 1(27.12), 2(27.12), 3(27.12), 4(27.12)			
			E/2, E/2 W/2			(OP RT-ABOVE 16986')
						(OP RT-BELOW 16986')
24313-00	USA-W-9631	C. E. SULLIVAN	12/01/67			320.00
			T-28N R-110W			
			SEC 25: N/2			(OP RT-ABOVE 16986')
						(OP RT-BELOW 16986')
AREA - 2136 BACON RIDGE						
24136-00	U.S.A. #W-52389	EDWARD POITEVENT	11/01/75			627.33
			T-34N R-114W			
			SEC 6: LOTS 1-7, S/2NE, SENW, E/2SW, SE			
24137-00	U.S.A. #W-52395	SALLY CURRAN	11/01/75			2240.00
			T-35N R-114W			
			SEC 28: ALL			
			SEC 29: E/2			
			SEC 32: E/2			
			SEC 33: ALL			
			SEC 34: W/2			
24138-00	U.S.A. #W-53395	HAZEL STANLEY	2/01/76			880.00
			T-34N R-114W			
			SEC 24: ALL			
			SEC 26: N/2NE, E/2NW, S/2SE			

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
24139-00	U.S.A. #W-56028	WILLIAM THOMAS	9/01/76 T-34N R-114W SEC 1: LOTS 1-4, S/2N/2, S/2 SEC 12: E/2 SEC 15: ALL			1605.44
24140-00	U.S.A. #W-56029	BEVERLY LAPIERE	9/01/76 T-34N R-114W SEC 10: ALL SEC 11: ALL SEC 12: W/2			1600.00
24141-00	U.S.A. #W-60647	EDWARD POITEVENT	11/01/75 T-34N R-114W SEC 21: S/2NW, SW			240.00
24142-00	U.S.A. #W-65847	A. LANSDALE	7/01/76 T-34N R-114W SEC 4: LOTS 1-4, S/2N/2, S/2 SEC 5: LOTS 1, 2, S/2NE, SE/4 SEC 16: ALL			1598.60
24143-00	U.S.A. #W-52393	MICHAEL P. METCALF	11/01/75 T-35N R-114W SEC 26: W/2SE SEC 35: ALL			1120.00
24144-00	U.S.A. #W-52394	ANDREW KITHAS	11/01/75 T-35N R-114W SEC 27: S/2SW			240.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 32: NW			
36021-00	U.S.A. #W-60646	L. E. HERR	10/01/74 T-34N R-114W SEC 17: N/2NE			80.00
36026-00	U.S.A. #W-60757	L. E. HERR	10/01/74 T-34N R-114W SEC 21: N/2NW			80.00
36141-00	U.S.A. #W-60590	DOROTHY S. STRADDECK	12/01/77 T-35N R-114W SEC: 8: NW SEC 20: ALL SEC 29: W/2			1120.00
36168-00	U.S.A. W-60755	WILLIAM THOMAS	9/01/76 T-34N R-114W SEC 22: ALL			640.00
36169-00	U.S.A. W-60754	MICHAEL METCALF	11/01/75 T-35N R-114W SEC 23: E/2 SEC 24: NW			480.00
36174-00	U.S.A. W-65848	A. LANSDALE	7/01/76 T-34N R-114W SEC 21: E/2			320.00

(ULTX02-10100000)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
AREA - 2136 BACON RIDGE

EXHIBIT 'A'
LEASEHOLD

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
36416-00	U.S.A. W-77636	BFLS ASSOCIATES	6/01/82 T-34N R-114W SEC 23: ALL			640.00
44075-00	U.S.A. W-47002	L. E. HERR	10/01/74 T-33N R-114W SEC 5: LOT 2(39.62) T-34N R-114W SEC 28: N/2 NW SEC 33: N/2 NW			199.62
44076-00	U.S.A. W-52386	COLLEEN Y. PICKETT	11/01/75 T-33N R-114W SEC 5: LOTS 3, 4, S/2NW, SW/4 SEC 6: LOTS 1-7, S/2NE, SENW, E/2SW, SE/4 T-34N R-114W SEC 31: E/2 SEC 32: N/2, SW/4 SEC 33: NE/4, N/2SE SEC 34: SESE			2030.31
AREA - 2311 OTE CREEK						
44081-00	U.S.A. #W-54164	ROBYN STOUT	4/01/76 T-33N R-114W SEC 13: ALL SEC 14: ALL SEC 24: ALL			1920.00
44084-00	U.S.A. #W-52813	WM. S. BURNESS	12/01/75 T-33N R-114W SEC 27: NE NE			40.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
44104-00	U.S.A. #W-56771	WM. S. BURNESS	12/01/75 T-33N R-114W SEC:25: ALL			640.00
AREA - 2313 MEADOW CANYON						
44064-00	U.S.A. #W-43867	DONALD F. CARDINAL	3/01/74 T-31N R-112W SEC 15: NW, N/2SW, SWSW SEC 22: E/2NE, SWNE			400.00
44079-00	U.S.A. #W-53097	HOWELL SPEAR	1/01/76 T-31N R-112W SEC 8: SE SEC 17: E/2E/2, SWNE			360.00
44106-00	U.S.A. #W-57542	PHIL E. SPEAR	2/01/77 T-31N R-113W SEC 14: NWSE, S/2SE SEC 24: NW, N/2SW			360.00
44112-00	U.S.A. #W-57540	BURT P. FLICKINGER, JR.	4/01/77 T-31N R-112W SEC 6: LOTS 6,7, E/2SW, SE SEC 7: LOTS 1,2, E/2, E/2W/2 SEC 8: W/2 SEC 17: NWNE, W/2, W/2SE SEC 18: NE, E/2NW, NESW, N/2SE, SESE SEC 20: NWNE, SW, SWSE			2200.25

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
46019-00	U.S.A. #W-57539	STANLEY J. WEBER, JR.	2/01/77 T-31N R-112W SEC 4: LOT 4, S/2NW, SW SEC 5: LOTS 1-3, S/2N/2, S/2 SEC 8: NE SEC 9: W/2			1357.07
46100-00	U.S.A. #W-59394	V. M. MINOR	7/01/77 T-31N R-112W SEC 19: LOTS 1, 2, 3, 4, E/2SW, SE SEC 29: W/2NE, SENE, W/2, SE SEC 30: LOTS 1, 2, 3, 4, E/2, E/2W/2 T-31N R-113W SEC 13: E/2NE, NWNE SEC 24: E/2, SESW			1937.08
AREA - 2314 APPERSON CR						
36188-00	NORRIS, MONTE	TERRA RESOURCES, INC.	5/03/79 T-31N R-113W SEC 19: LOT 2,4, E/2SW, S/2SE SEC 30: N/2NE, NENW T-31N R-114W SEC 23: SENE SEC 24: NW, S/2NE, N/2SE, SESE	57	575	765.01
36218-00	U.S.A. #W-64245	CARLA S. PAUL	8/01/78 T-31N R-114W SEC 14: N/2SW			80.00
44072-00	U.S.A. #W-48208	RITA SHORT	12/01/74 T-31N R-114W			200.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 28: SW SW, SE			
44077-00	U.S.A. #W-52812	JUDY HARRIS	12/01/75 T-31N R-114W SEC 25: NE NE			40.00
44088-00	U.S.A. #W-54845	STANLEY W. CROSBY	6/01/76 T-31N R-114W SEC 24: N/2 NE, SW SE			120.00
44100-00	U.S.A. #W-42792	CORINNE GRACE	1/01/84 T-31N R-114W SEC 23: E/2 SW, SW SW SEC 27: S/2 NW, SW			360.00
44101-00	U.S.A. #W-56026	G. DEE WILLIAMSON	9/01/76 T-31N R-114W SEC 9: S/2 SEC 10: N/2			640.00
44105-00	WYOMING STATE #77-0048	IRMA SPEAR	1/02/77 T-31N R-114W SEC 22: SE NE, NE SE			80.00

AREA - 2315 JOHNSON RIDGE

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
44067-00	USA-W-52809	RAINBOW RESOURCES, INC.	12/01/75 T-30N R-113W SEC 30: NENE			40.00
44070-00	USA-W-48522	MARY LANSDALE	1/01/75 T-30N R-114W SEC 2: LOT 2(40.75), SW NE, SW, S/2 SE SEC 3: LOTS 1(40.96), 2(41.02), S/2 NE, SW, S/2 SE NW SE			762.73
44080-00	USA-W-39734	CARL A. NILSEN	6/01/73 T-30N R-114W SEC 1: S/2 NW			80.00
44083-00	USA-W-48523	L. R. WOOD	1/01/75 T-30N R-114W SEC 2: LOTS 3(40.83), 4(40.90), S/2 NW SEC 3: LOTS 3(41.06), 4(41.12), S/2 NW			323.91
44094-00	JOHNSON, VERNON M.	DICK V. WELCH	10/28/75 T-30N R-114W SEC 3: NE SE	0052	0167	40.00
44107-00	USA-W-55657	MARGUERITE P. SMITH	9/01/76 T-30N R-114W SEC 1: LOTS 3(40.40), 4(40.56), SW			240.96
44109-00	USA-W-38078	RICHARD L. PETERSON	2/01/73 T-30N R-114W			640.00

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 23: SW SE SEC 24: NE, NE NW SEC 35: NE, E/2 NW, NE SW, E/2 SE, NW SE			
44113-00	USA-W-51672	MILDRED F. DACHNER	9/01/75 T-30N R-114W SEC 15: S/2 NE SEC 23: S/2 SW SEC 26: E/2, NE NW			520.00
44114-00	SPRINGMAN, ROBERT A. ET UX	WILLIAMS EXPLORATION CO.	9/01/81 T-30N R-114W SEC 25: NE, NE NW, E/2 SE	64	288	280.00
44115-00	MC NINCH, E. W.	WILLIAMS EXPLORATION CO.	9/18/81 T-30N R-114W SEC 12: SW NE, NE SW, N/2 SE	63	564	160.00
AREA - 2316 RILEY RIDGE						
25413-00	U.S.A. W-78478	RAINBOW RESOURCES, INC.	10/01/77 T-29N R-113W SEC 5: LOT 4(36.88)			36.88
34416-00	U.S.A. #W-78476	PETE J. KITHAS	3/01/75 T-29N R-114W SEC 9: N/2			320.00 (SURF TO 9340') (BELOW 9340')

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
36015-00	CHRISMAN, CHARLES G., ETAL	WILLIAMS EXPLORATION CO.	1/06/82	64	324	628.58
			T-29N R-114W			
			SEC 1: S/2 SW			
			SEC 2: LOT 3(28.58), SE NW, E/2 SW, S/2 SE			
			SEC 11: N/2 NE			
			SEC 12: N/2 NW			
			T-30N R-114W			
			SEC 34: E/2 SE			
			SEC 35: S/2 SW			
36022-00	U.S.A. #W-60620	ESTELLE C. HAEFELE	4/01/76			1459.12
			XXXXX UNDEVELOPED XXXXX			
			T-29N R-114W			
			SEC 5: LOT 4(19.49) (ALL DEPTHS)			
			SEC 6: LOTS 1(19.64), 2(19.99), S/2 NE, SE (ALL DEPTHS)			
			SEC 7: E/2 (ALL DEPTHS)			
			SEC 9: SE SE (SURFACE TO 9,340')			
			(BELOW 9,340')			
			SEC 18: SE (ALL DEPTHS)			
			XXXXX PRODUCING XXXXX			
			SEC 17: N/2 (SURFACE TO 9,340')			
			(9,340' TO 16,370')			
			(BELOW 16,370')			
			SEC 17: S/2 (SURFACE TO 9,340')			
			(9,340' TO 16,370')			
			(BELOW 16,370')			
36022-01	U.S.A. W-60620	ESTELLE C. HAEFELE	4/01/76			.00
			T-29N R-114W			
			SEC 17: N/2, S/2 (9,340' TO 16,370')			
36023-00	USA-W-60621	PATRICIA PFENNING	4/01/76			1280.00
			T-29N R-114W			
			SEC 21: ALL (ABOVE 9340')			
			(BELOW 9340')			

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 28:	ALL (ABOVE 9340') (BELOW 9340')		
36432-00	GOLDSTONE, ABNER	WILLIAMS EXPLORATION CO.	7/15/82	65	550	148.86
			T-29N	R-114W		
			SEC 2:	LOT 2, SW NE, NW SE		
			T-30N	R-114W		
			SEC 35:	SW SE		
36434-00	CROSS LAZY TWO LAND & LVST	MOBIL OIL CORPORATION	10/27/79	58	370	400.00
			T-29N	R-114W		
			SEC 11:	SE NE		(ABOVE 11,590)
			SEC 12:	S/2 NW, NE SW, NE, N/2 SE		(ABOVE 11,590)
44068-00	W-53852	RAINBOW RESOURCES, INC.	3/01/76			40.00
			T-29N	R-114W		
			SEC 26:	NWNW		
44073-00	USA-W-52090	DANIEL L. HANNIFIN	10/01/75			280.00
			T-29N	R-114W		
			SEC 11:	NW NW, S/2 NW, SW		
44087-00	WYOMING STATE #76-0342	CHINOOK ROUSTABOUT SERVICE	5/02/76			640.00
			T-29N	R-114W		
			SEC 16:	ALL	(SURF TO 9340') (BELOW 9340')	

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
44090-00	U.S.A. #W-54161	ESTELLE C. HAEFELE	4/01/76 T-29N R-114W SEC 19: E/2		(SURF TO 9340') (BELOW 9340')	320.00
44091-00	U.S.A. #W-49322	PETE J. KITHAS	3/01/75 T-29N R-114W SEC 14: E/2			320.00
44092-00	USA-W-54162	PATRICIA R. PFENNING	4/01/76 T-29N R-114W SEC 29: W/2, SE SEC 29: NE		(ABOVE 9340') (BELOW 9340')	640.00
44093-00	USA-W-53107	C. L. SCRIBNER	1/01/76 T-29N R-114W SEC 30: E/2			320.00
44108-00	USA-W-52384	J. T. LYKES, JR.	11/01/75 T-29N R-114W SEC 11: NE NW			40.00
44110-00	USA-W-38886	JAMES MUSLOW	4/01/73 T-29N R-114W SEC 1: LOTS 1(30.72), 2(30.32), 3(29.98), 4(29.63) S/2 NW, N/2 SW SEC 2: LOTS 1(29.43), 4(28.61), SE NE, SW NW, NE SE SEC 11: SW NE, SE SEC 12: NW SW, S/2 S/2 SEC 13: ALL			1498.69

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
46097-00	U.S.A. #W-59398	FRED D. VOLZ	8/01/77			800.00
			T-29N	R-114W		
			SEC 18:	NE	ALL DEPTHS	
			SEC 20:	ALL	(SURF TO 9340')	
					(BELOW 9340')	
46098-00	USA-W-60673 KGS	RAINBOW RESOURCES, INC.	10/01/77			280.65
			T-29N	R-113W		
			SEC 7:	LOTS 3(40.29), 4(40.36), E/2 SW, W/2 SE,		
			SE SE			
46099-00	USA-W-60674 KGS	RAINBOW RESOURCES, INC.	10/01/77			410.17
			T-29N	R-113W		
			SEC 6:	LOTS 1(37.52), 2(38.22), 3(38.94), 4(43.18)		
			T-30N	R-113W		
			SEC 31:	LOTS 2(44.04), 3(44.10), 4(44.17), E/2 SW,		
			SW SE			
AREA - 2317 DEER HILL						
44116-00	U.S.A. W-59082-A	PAUL N. TEMPLE	6/01/77			800.00
			T-30N	R-113W		
			SEC 25:	ALL		
			SEC 26:	SE		
AREA - 2319 BIRD CANYON						
44085-00	U.S.A. #W-54913 KGS	RAINBOW RESOURCES, INC.	6/01/76			320.00
			T-27N	R-112W		
			SEC 14:	S/2 (SURF TO 8693')		
				(BELOW 8693')		

(ULTX02-10100000)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
AREA - 2319 BIRD CANYON

EXHIBIT 'A'
LEASEHOLD

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
46106-00	U.S.A. W-61473 KGS	RAINBOW RESOURCES, INC.	1/01/78 T-27N R-112W 6TH P.M. SEC 24: SE NW, E/2 SW			120.00
AREA - 2320 REARDON DRAW						
44078-00	U.S.A. W-54137	MELVIN MEESTER	4/01/76 T-27N R-111W SEC 17: SE (ABOVE 10,150') (BELOW 10,150') SEC 21: NE, W/2 XXXXX PRODUCING (SHUT-IN) SEC 33: NW SW (ABOVE 10,044') (BELOW 10,044')			680.00
44078-01	U.S.A. W-54137	MELVIN MEESTER	4/01/76 T-27N R-111W SEC 33: NW SW (SURFACE TO 10,044')			.00
44089-00	U.S.A.-W-54824	E. COLEMAN	6/01/76 T-27N R-111W SEC 11: W/2, S/2SE			400.00
AREA - 2325 TARTER'S ISLAN						
36020-00	USA #W-54471	ANGELO J. LIBERATORE	9/01/76 T-28N R-112W SEC 35: LOTS 1-3, SE NE, E/2 SE, SW SE			209.45

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
AREA - 2366 PICKLE PASS						
43842-00	U.S.A. W-38943	RAINBOW RESOURCES, INC.	2/01/75 T-36N R-115W SEC 4: ALL SEC 5: ALL SEC 10: SW SW T-37N R-115W SEC 32: ALL SEC 33: ALL		(LINCOLN CTY) (ABOVE 10,003') (LINCOLN CTY) (BELOW 10,003') (ABOVE 10,003') (LINCOLN CTY) (BELOW 10,003')	2539.00
AREA - 2367 DEADMAN MTN						
36414-00	U.S.A. W-72880-A	BEVERLY J. PETERSON	5/01/81 T-34N R-115W SEC 34: W/2			320.00
36433-00	U.S.A. W-77639	WILLIAM B. BLAKEMORE, II	6/01/82 T-34N R-115W SEC 22: NE NE, S/2 NE, SE			280.00
36447-00	U.S.A. W-72880	BEVERLY J. PETERSON	5/01/81 T-34N R-115W SEC 14: SW SEC 15: N/2, SW			640.00
43820-00	U.S.A. W-41397	H. M. KLAENHAMMER	10/01/73 T-34N R-115W SEC 22: W/2			920.00 (ABOVE 11,848')

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
			SEC 27: NE, W/2, N/2 SE, SE SE			(BELOW 11,848') (ABOVE 11,848') (BELOW 11,848')
43823-00	U.S.A. W-15359	RUTH F. WEST	11/01/68 T-34N R-115W SEC 35: N/2, N/2 SW, SE SW, SE			600.00
43825-00	U.S.A. W-22102	RITA SHORT AND LEE GRAY	2/01/70 T-34N R-115W SEC 4: LOTS 1-4, S/2 N/2, S/2 S/2			413.92
43828-00	U.S.A. W-34489	CONNIE MULL	12/01/73 T-34N R-115W SEC 15: SE (ABOVE 11,848') (BELOW 11,848')			160.00
43829-00	U.S.A. #W-34488	CONNIE MULL	12/01/73 T-35N R-115W SEC:16: ALL SEC 21: ALL			1280.00
AREA - 2371 POKER CR						
44082-00	U.S.A. #W-43568	R. J. HOLLBERG, JR.	4/01/76 T-29N R-115W SEC 31: LOTS 1-7, E/2N2, NESW, NWSE SEC 32: LOTS 1,2, NW, NWSW			644.33

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
AREA - 2372 COTTONWOOD CR						
36163-00	U.S.A. #W-65387	ROBERT L. WUEBEN	9/01/76 T-31N R-115W SEC 16: E/2 SEC 21: E/2 SEC 22: ALL SEC 27: NE SEC 28: E/2E/2			1600.00
36164-00	U.S.A. #W-65386	JOHN D. CHASEL	11/01/75 T-31N R-115W SEC 13: ALL SEC 24: E/2			960.00
36357-00	U.S.A. #W-73846	LESLIE J. FRANCE	11/01/75 T-33N R-115W SEC 36: ALL			640.00
44071-00	U.S.A. #W-52409	RAYMOND F. LEGGETT	12/01/75 T-30N R-115W SEC 1: LOTS 1 - 7, SWNE, S/2NW, SW, W/2SE T-31N R-115W SEC 36: ALL			1268.82
44097-00	U.S.A. #W-52411	LESLIE J. FRANCE	11/01/75 T-32N R-115W SEC 9: LOTS 1, 2 SEC 10: LOTS 1-4, S/2 SEC 15: NE NE PRODUCING LANDS: SEC 15: S/2 NE, NW NE			762.22

(ULTX02-10100000)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
AREA - 2372 COTTONWOOD CR

EXHIBIT 'A'
LEASEHOLD

LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	LEASE GROSS ACRES
44098-00	U.S.A. #W-56040	LESLIE C. HANVEY	9/01/76 T-30N R-115W SEC 3: LOTS 1,2, S/2NE SEC 10: NE, E/2SE SEC 23: E/2 SEC 26: E/2, SW SEC 27: E/2 SEC 35: ALL			2162.49
44102-00	U.S.A. #W-56039	THEODORE D. BRANDON, ET AL	9/01/76 T-30N R-115W SEC 2: SE SEC 11: NE SEC 12: NW			480.00
44103-00	U.S.A. #W-56041	ROBERT L. WUEBBEN	9/01/76 T-31N R-115W SEC 9: SE SEC 15: NW NW PRODUCING LANDS: SEC 15: SW, S/2 NW, NE NW, SE			640.00
44111-00	U.S.A. #W-52410	JOHN D. CHASEL	11/01/75 T-31N R-115W SEC 12: ALL			640.00