

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Office

036663

Serial No.

OFFER TO LEASE AND LEASE FOR OIL AND GAS  
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

Receipt No. 285254

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

(Fill in on a typewriter or print plainly in ink and sign in ink)

1. ~~Mr.~~ Mrs. Helen E. Isenhour  
(Name)

Box 2218

(Number and Street)

Cheyenne, Wyoming

(City and State)

I hereby offer to lease all or any of the lands described in item 2 that are available for lease, pursuant 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.

## 2. Land requested

Wyoming  
(State)Sublette  
(County)

T. 29 N. R. 112 W. 6th principle Meridian

Section 10, S $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$   
Section 14, NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ , SW $\frac{1}{4}$   
Section 15, All  
Section 17, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ ,  
E $\frac{1}{2}$ SW $\frac{1}{4}$   
Section 18, W $\frac{1}{2}$ SE $\frac{1}{4}$ , Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ ,  
SE $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 19, Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$

RECORDED Aug 8 1955 8:00 AM  
BOOK 69 PAGE 1  
PERS 635  
COUNTY CLERK  
SUBLETTE COUNTY CLERK

Total Area 2078.44 Acres

## 3. Land included in lease

(Not to be filled in by Offeror)

(State)

(County)

T. : R. : Meridian

197394

This lease embraces the area and  
the land described in Item 2.

The rental retained is the rental  
amount shown in Item 4.

Total Area Acres Rental retained \$

4. Amount remitted: Filing fee \$10, Rental \$1039.50, Total \$1049.50

## 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 in oil and gas leases and applications or offers therefor including this offer do not exceed 46,080 chargeable acres in the same State, or 100,000 chargeable acres 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 and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. 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.

7. 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.

8. 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.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 31st day of August 1955

WITNESSES

Now Williams Cheyenne, Wyoming  
(Name and address)J. N. Little Cheyenne, Wyoming  
(Name and address)Mrs. Helen E. Isenhour  
(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 Perry T. Williams, Asst. Dir.  
Land Office

Effective date of lease NOV 1 1955

Box 573 Cheyenne, Wyo.

OCT 21 1955

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

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42 (a).

ORIGINAL



**Section 1. Rights of lessee.**—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and as 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. At the expiration of the initial 5-year term, an application may be made for extension of the lease in accordance with the regulation 43 CFR 192.120.

#### 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 \$1 per acre annual rental, but not less than \$1,000 nor more than \$3,000, 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 lessee a bond in the penal sum of \$3,000 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 lessee, 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 lessee in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

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

**Rentals.**—To pay the lessee 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 the first lease year, a rental of 50 cents per acre or fraction thereof, or if the lands are in Alaska, 25 cents per acre or fraction thereof.

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

(iii) For the fourth and fifth years, 25 cents per acre or fraction thereof.

(iv) For the sixth and each succeeding year, 50 cents per acre or fraction thereof, or if the lands are in Alaska, 25 cents per acre or fraction thereof.

(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 the discovery of oil or gas on the lands leased, \$1 per acre or fraction thereof.

(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, except that the rental for the second and the third lease years for such acreage shall be 25 cents per acre or fraction thereof.

**Minimum royalty.**—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessee 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 utilized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in paragraph (b) (ii) above.

**Royalty on production.**—To pay the lessee 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). Provided, however, that if this lease covers lands in Alaska and the lessee drills and makes the first discovery of oil or gas in commercial quantities in any geologic structure, the royalty on all production hereunder shall be 5 percent for 10 years following the date of such discovery, and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan (under which such a discovery is made), the 5-percent rate for 10 years following such discovery shall, for the purpose of computing royalty due the United States inure to the benefit of all the land to which an allocation is made under such plan.

(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 lessee,

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 lessee, 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.

(a) **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 191.13. If there was 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.

(b) **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 value and in accordance with the Oil and Gas Operating Regulations.

(c) **Statements, plans and reports.**—At such times and in such form as the lessee 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 spent for production purposes or unavoidably lost; a plan showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

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

(e) **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 structures 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.

(f) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing on the leased premises provided for unless consent to suspend operations temporarily is granted by the lessee; 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.

(g) **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.

(h) **Non-discrimination.**—In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

(j) **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).

(k) **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.

(l) **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,

ment, 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.

(m) **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 owner, 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 lessee may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

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

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

**Sec. 7. Proceedings in case of default.**—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease or make default in the performance or observance of any of the terms hereof except payment of rental, and such default shall continue for a period of 30 days after service of written notice thereof by the lessee, 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 deponed by the lessee to be necessary for use in plugging or repairing any well drilled on the leased land shall become the property of the lessee. 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. 34.1 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 filed 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 no 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 (b). If less than five copies are filed, the offeror will have 30 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 manager will so mark one copy. 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, in initial 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 4-1183, 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 192.40, 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 is insufficient to identify the lands or the lands are not entirely within a 6-mile square. (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) The offer is signed by an 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 statements and evidence required by 43 CFR 192.42 (e) (4). (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. The lands requested if surveyed should be described by legal subdivisions, showing meridian, State, township, range, and section, and if unsurveyed, by metes and bounds connected by courses and distance with some corner of the public land survey. Where possible the approximate legal subdivisions of unsurveyed lands should be stated.

**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 of an 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 will be billed for the additional rental of 50 cents an acre on all the leased land as the yearly rental on each land is \$1 per acre. In Alaska, the rental payment to accompany the offer should be at the rate of 25 cents 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 giving 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 and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or 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 unit plans and certain section 18 and 19 leases is not chargeable.

**Item 5 (c).**—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 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 flow limits of a reservoir site; and 4-467 (b) Lands within the drainage area of a constructed reservoir. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

**Item 5 (d).**—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds and approximate legal subdivisions.

1. Items numbered according to numbers on offer form.



STATE OF WYOMING  
COUNTY OF NATRONA

CERTIFIED COPY  
SS.

IN THE DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT  
Probate No. 13190

IN THE MATTER OF THE ESTATE  
OF FRANKLIN J. BRADSHAW aka  
F. J. BRADSHAW,

Deceased.

FILED

AUG 3 1983

SUE PATE

Clerk of District Court

BY Billie Patterson

DEPUTY

FOURTH DECREE OF PARTIAL DISTRIBUTION

The above entitled matter coming before the Court for hearing on the petition for partial distribution filed herein by First Interstate Bank of Utah, formerly known as the Walker Bank & Trust Company, ancillary executor of the estate of Franklin J. Bradshaw, deceased, and it appearing to the Court from the records and files herein that a notice of partial distribution of this estate was given in the manner and for the period required by law and it further appearing that said ancillary executor filed herein its petition for partial distribution on the 11th day of July, 1983, and that no objections were filed to said petition, the Court proceeded to the hearing, and having heard the testimony adduced in support of said petition, and being otherwise fully informed and advised, FINDS:

1. That Franklin J. Bradshaw aka F. J. Bradshaw (the "decedent") died on July 23, 1978 in, and a resident of, Salt Lake County, State of Utah.

2. That the Walker Bank & Trust Company was appointed ancillary executor of the estate of Franklin J. Bradshaw on October 5, 1979 and ancillary letters testamentary were issued to the Walker Bank & Trust Company on October 5, 1979, and said Walker Bank & Trust Company has been since that time and now is the duly qualified, appointed and acting ancillary executor herein. That the Walker Bank &

197399

RECORDED	August 8	1983	8:00 A.M.
IN BOOK	629	Page	3
FEE \$	18.25	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Thorne*

4

Trust Company has changed names to the First Interstate Bank of Utah.

3. That notice to creditors was published on October 17, 24 and 31, 1979, as shown by the affidavit of publication on file herein, and that no creditor's claims have been filed herein.

4. That the names, addresses and relationship of the heirs, devisees and legatees of the decedent are:

Berenice J. Bradshaw	10 Gracie Square New York, New York 10028 AND John B. Loughran, Esq. Rogers and Wells Attorneys of record for Berenice J. Bradshaw Pan Am Building 200 Park Avenue New York, New York 10166	Wife of decedent
Marilyn B. Reagan	470 West End Avenue New York, New York 10024 AND Narvel E. Hall, Esq. Ray, Quinney & Nebeker Attorneys of record for Marilyn B. Reagan 400 Desert Building 79 South Main Street Salt Lake City, Utah 84111	Daughter of decedent
Elaine B. Drukman	1075 Park Hills Road Berkeley, California 94708 AND Narvel E. Hall, Esq. Ray, Quinney & Nebeker Attorneys of record for Elaine B. Drukman 400 Desert Building 79 South Main Street Salt Lake City, Utah 84111	Daughter of decedent
Frances B. Schreuder	10 Gracie Square New York, New York 10028 AND John B. Loughran, Esq. Rogers and Wells Attorneys of record for Frances B. Schreuder Pan Am Building 200 Park Avenue New York, New York 10166	Daughter of decedent
Samuel A. Drukman	c/o Elaine B. Drukman See above	Grandson of decedent
Maxwell O. Drukman	Three Easy Street Aptos, California 95003	Grandson of decedent
Larry J. Schreuder aka Larry J. Bradshaw	606 Walnut Street Easton, Pennsylvania 18042	Grandson of decedent



Marc F. Schreuder	c/o Frances B. Schreuder Grandson of 10 Gracie Square decedent New York, New York 10028 AND 450 South 300 East Salt Lake City, Utah 84111
Lavinia F. Schreuder	c/o Frances B. Schreuder Grand- 10 Gracie Square daughter of New York, New York 10028 decedent
First Interstate Bank of Utah, Trustee of "The Berenice J. Bradshaw Marital Trust" and "The Franklin J. Bradshaw Family Trust"	175 South Main Street Trustee P.O. Box 30169 Salt Lake City, Utah 84142

5. That the inventories and appraisements have been filed as by law required as shown by the Court file.

6. That there is property ready for distribution held by the ancillary executor over and above the amount necessary to pay the costs of administration and all just claims and taxes of the estate. That attached hereto as Exhibit "A" is a description of the oil and gas interests in the nature of real property ready for partial distribution.

7. That all federal estate taxes have been paid; that inheritance taxes due to the State of Wyoming have been paid as shown by that certain certificate, dated November 5, 1979 and receipt of the same date on file herein.

8. That the ancillary executor has determined the proportion of the oil and gas interests ready for distribution to the proper distributees. That said proportion that each distributee is entitled to is as follows, to-wit:

<u>Distributee</u>	<u>Proportion</u>
First Interstate Bank of Utah Trustee of The Berenice J. Bradshaw Marital Trust	71.629%
First Interstate Bank of Utah Trustee of the Franklin J. Bradshaw Family Trust	28.371%

9. That the First Interstate Bank of Utah as Trustee of the respective trusts is entitled to receive as a partial distribution the percentage set forth above of the oil and



6

gas interests described in Exhibit "A" for the respective trusts.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. That all notices required by law have been timely and properly given in this proceedings and that the Court has all requisite jurisdiction of this estate and of the property herein concerned, and has jurisdiction to enter this decree of partial distribution.

II. That the petition for partial distribution herein filed by petitioner, and all of the acts and dealings of petitioner therein disclosed be and the same are hereby expressly ratified, confirmed and approved.

III. That the real property, consisting of oil and gas interests, as more fully set forth in Exhibit "A" attached hereto, be and the same is hereby distributed, conveyed, assigned and set over to the following distributees in the proportions set out by their respective names, to wit:

<u>Distributee</u>	<u>Proportion</u>
First Interstate Bank of Utah Trustee of the Berenice J. Bradshaw Marital Trust	71.629%
First Interstate Bank of Utah Trustee of the Franklin J. Bradshaw Family Trust	28.371%

IV. That the oil and gas interests as described in Exhibit "A" attached hereto shall be received, held, administered and distributed by First Interstate Bank of Utah in accordance with the applicable provisions of "The Berenice J. Bradshaw Marital Trust" and "The Franklin J. Bradshaw Family Trust".

V. The ancillary executor is hereby authorized, empowered, directed and ordered to take such steps, do such acts, execute such assignments, conveyances, deeds or other



instruments to distribute, convey, assign, transfer and set over the real property accordingly.

DONE IN OPEN COURT this 3 day of <sup>Aug</sup>~~July~~, 1983.

BY THE COURT:

**R. M. FORRISTER**

JUDGE

**STATE OF WYOMING, COUNTY OF NATRONA SS CERTIFICATE**

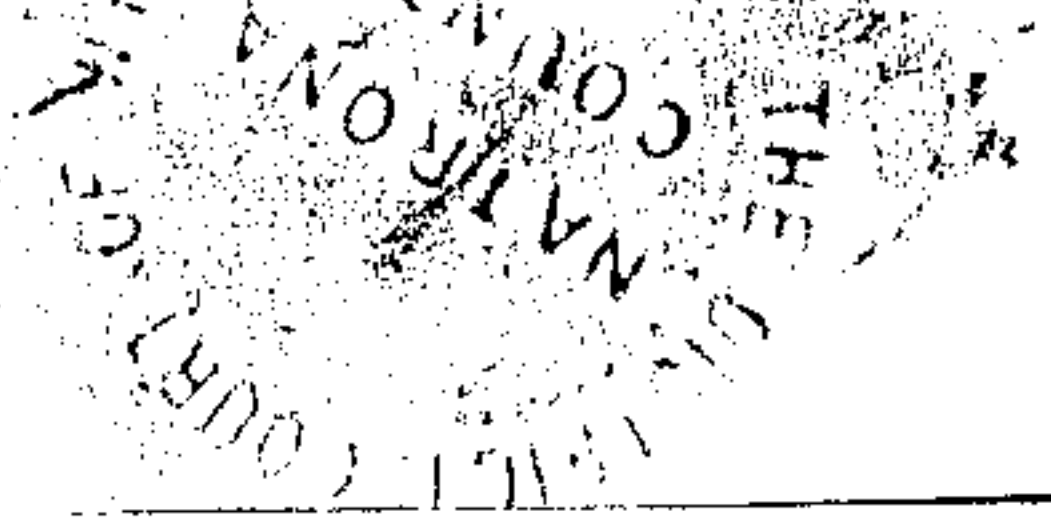
I do hereby certify that the within and foregoing is a full true and correct copy of the original document which is on file on record in my office.

Witness my hand and the seal of said court this 3 day

of Aug. 1983.

DUE DATE, Clerk of the District Court, 7th Judicial District, in and for Natrona County, Wyoming.

B. D. [Signature]  
Deputy



AFTER RECORDING PLEASE RETURN TO:

**PART III**

**EXHIBIT A**

Estate's overriding royalty interest in and to the attached schedule of oil & gas leases. Said leases have been assigned with Estate retaining overriding royalty interest.



## EXHIBIT A

STATE OF WYOMING  
SUBLETTE COUNTY

Lease No.	Township	Range	Section	Description	Net Acres	Overriding Royalty (%)
WY-14188	38N	114W	10	NW $\frac{1}{4}$	160.00	6.2500
WY-22096	36N	114W	6	Lot 3	32.90	5.2500
WY-31560	36N	112W	15 22 23 26	SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ , NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$	1360.00	6.2500
WY-33096	36N	112W	26 35	SE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{2}$ NE $\frac{1}{4}$	280.00	6.2500
WY-33112	38N	114W	12 13	E $\frac{1}{2}$ , N $\frac{1}{2}$	640.00	6.2500
WY-33565	38N	114W	3	NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$	320.00	6.2500
WY-39378	37N	112W	36	W $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	6.2500
WY-52407	30N	115W	13 24 25	N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , Lot 2	196.70	4.0000
WY-52354	37N	109W	16 17 18 19 21 27	SW $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{2}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Lots 1-4 NW $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$	664.77	3.7500
WY-45239-A	40N	110W	9	All	640.00	3.7500
WY 73-18636	32N	113W	16	N $\frac{1}{2}$	320.00	6.2500



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

RECEIVED  
JAN 5 AM 9:30  
CHEYENNE, WYOMING

Lease Serial No.

W-65391

Lease effective date

December 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

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

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

The undersigned, as owner of 58.8108% 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 111 West, 6th P.M.  
Section 24: SE/4  
Section 25: NE/4  
containing 320.00 acres more or less  
in Sublette County, Wyoming

197423

SAME LAND DESCRIPTION AS ITEM 2

RECORDED August 8 1983 3:00 PM  
BOOK 69 PAGE 9  
FEES \$34.25  
COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

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

58.8108%

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 Two Percent (2%) of 8/8ths

2.00%

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

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

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

Executed this 25th day of January, 1983.

ENERGETICS, INC., a Colorado corporation

BY:

Gene W. Anderson, Vice President - Land

116 Inverness Drive 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

JUL 01 1983

By:

(Authorized Officer)

Chief, Oil &

Gas Section

(Title)

FOR ASSIGNEE

JUL 01 1983

(Date)

15554

11103

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

INSTRUCTIONS

1. Use of Form - Use only for assignment of record title in- \_\_\_\_\_ submit, at the time assignment is filed, a signed statement

STATE OF Colorado |  
COUNTY OF Arapahoe | SS.

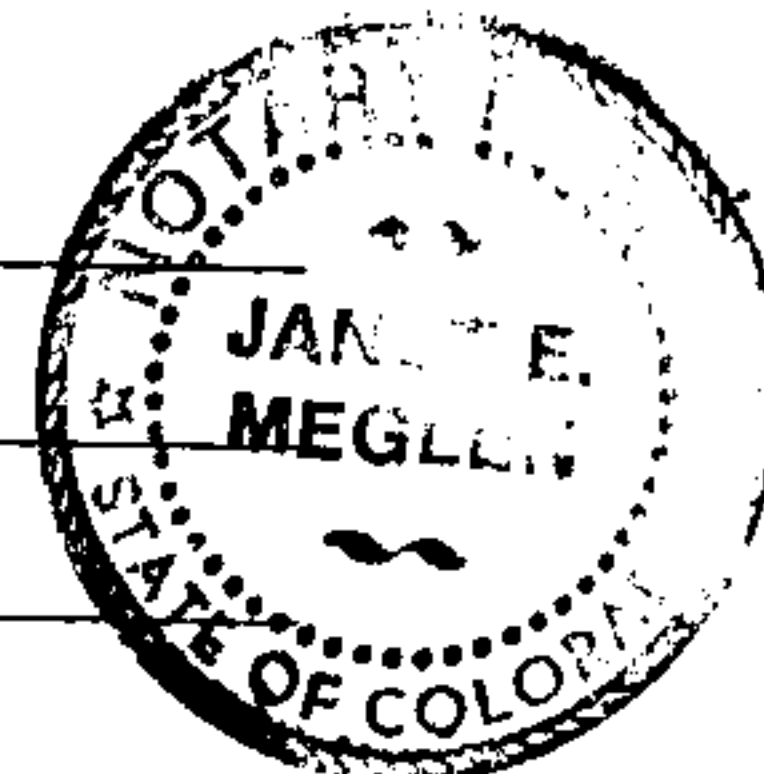
The foregoing instrument was acknowledged before me this 25 day of January, 1983, by Gene W. Anderson as Vice President - Land of Energetics, Inc. a Colorado Corporation

WITNESS my hand and official seal.

Janet E. Meglen  
Notary Public

Address

8065 W. FREMONT  
LITTLETON, CO 80123



My commission expires:

My Commission Expires Nov. 5, 1985

This notarized signature is for use towards an Assignment from Energetics Operating Company into Energy Associates N.W. '78 et al dated 1/25/83. Lease #11103, Federal #65391, Transmittal #141, Prospect WY-264.





# United States Department of the Interior

IN REPLY REFER TO

W-65391 (923b)

BUREAU OF LAND MANAGEMENT  
State Office  
P. O. Box 1828  
Cheyenne, Wyoming 82001

JUL 01 1983

## DECISION

ASSIGNOR: Energetics, Inc., 116 Inverness Drive East, Englewood, CO 80112  
Name has been changed to Energetics Operating Company  
Robert L. Mehl, Patrick D. Maher, Jordan R. Smith, Energetics 1978 B  
✓ Limited Partnership, Energetics 1978 Limited Partnership, 116  
ASSIGNEE: Inverness Drive East, Englewood, CO 80112  
Energy Associates N.W. '78-B, Norton Bldg., #1215, Seattle, WA 98104  
Boettcher Management 78 Drilling Program, P. O. Box 54, Denver, CO 80202  
Space Resources, Inc., 444 Lafayette Road, St. Paul, MN 55101  
Guaranty Energy Group 1978, P. O. Box 31515, Billings, MT 59107-1515  
Toni Rosen 1978 Trust, 3750 IDS Center, Minneapolis, MN 55402  
D & R Energy Program 1978, 1660 So. Hwy. 100, #530, Minneapolis, MN 55416

The record title assignment of the above-numbered oil and gas lease,  
as to the interest shown below, is hereby approved effective as of the  
date shown on the assignment.

Interest assigned: 58.8108% in:

RECORD TITLE AND OPERATING RIGHTS IN ALL  
DEPTHS ARE NOW HELD:

T. 27 N., R. 111 W., 6th Prin Mer, WY  
Sec. 24: SE $\frac{1}{4}$   
25: NE $\frac{1}{4}$   
320 acres

Backer Resources, Inc.	24.0000%
MM&S Partners	16.8000
Energetics 1978 Ltd. Partner.	13.9000
Guaranty Energy Group 1978	7.6500
Boettcher Management 1978	
Drilling Program	7.5000
Robert L. Mehl	5.3098
Patrick D. Maher	5.3098
D & R Energy Program 1978	5.0250
Energetics 1978 B Ltd. Part.	5.0000
Space Resources, Inc.	4.1250
Jordan R. Smith	2.8912
Energy Associates N.W. 78-B	1.5000
Toni Rosen 1978 Trust	.6000
Rocky Mountain Oilfinders	.3892

## LANDS NOT INCLUDED IN THIS ASSIGNMENT:

T. 27 N., R. 110 W., 6th Prin Mer, WY  
Sec. 19: Lots 3,4, E $\frac{1}{2}$ SW $\frac{1}{4}$   
30: Lots 1,2, E $\frac{1}{2}$ NW $\frac{1}{4}$   
301.71 acres

Energetics, Inc. 100%

*Glenna M. Lane*

(Mrs.) Glenna M. Lane  
Chief, Oil and Gas Section

cc:  
BLM, Casper-1  
BLM, Rock Springs-1

WY 3100-103(Sep. 1981)

12  
EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
RECORD TITLE TO OIL AND GAS LEASE SERIAL  
NUMBER W-65391, DATED January 25, 1983.

RECEIVED  
THE INTERIOR  
LAND MANAGEMENT  
1983 APR -5 AM 9:30

RECEIVED  
CHEYENNE, WYOMING

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-B Suite #1215 Norton Building Seattle, Washington 98104	- an undivided	1.5000%
Boettcher Management 1978 Drilling Program 828-17th Street P. O. Box 54 Denver, Colorado 80202	- an undivided	7.5000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	- an undivided	4.1250%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	- an undivided	5.3098%
Patrick D. Maher 116 Inverness Drive East Englewood, Colorado 80112	- an undivided	5.3098%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	- an undivided	2.8912%
Guaranty Energy Group 1978 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	- an undivided	7.6500%
Burton G. Ross, Trustee Toni Rosen 1978 Trust 3750 IDS Center Minneapolis, Minnesota 55402	- an undivided	.6000%
Energetics 1978 B Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	- an undivided	5.0000%
D & R Energy Program 1978 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	5.0250%
Energetics 1978 Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	- an undivided	13.9000%



## 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 10<sup>th</sup> day of February, 1983.

Energy Associates N.W. - 78-B

Robert C. St. Louis  
(Assignee's Signature)

1215 NORTON BLD.

(Assignee's Address)

SEATTLE

(City)

WA.

(State)

98104

(Zip Code)

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

~~INDIVIDUAL~~  
PARTNERSHIP

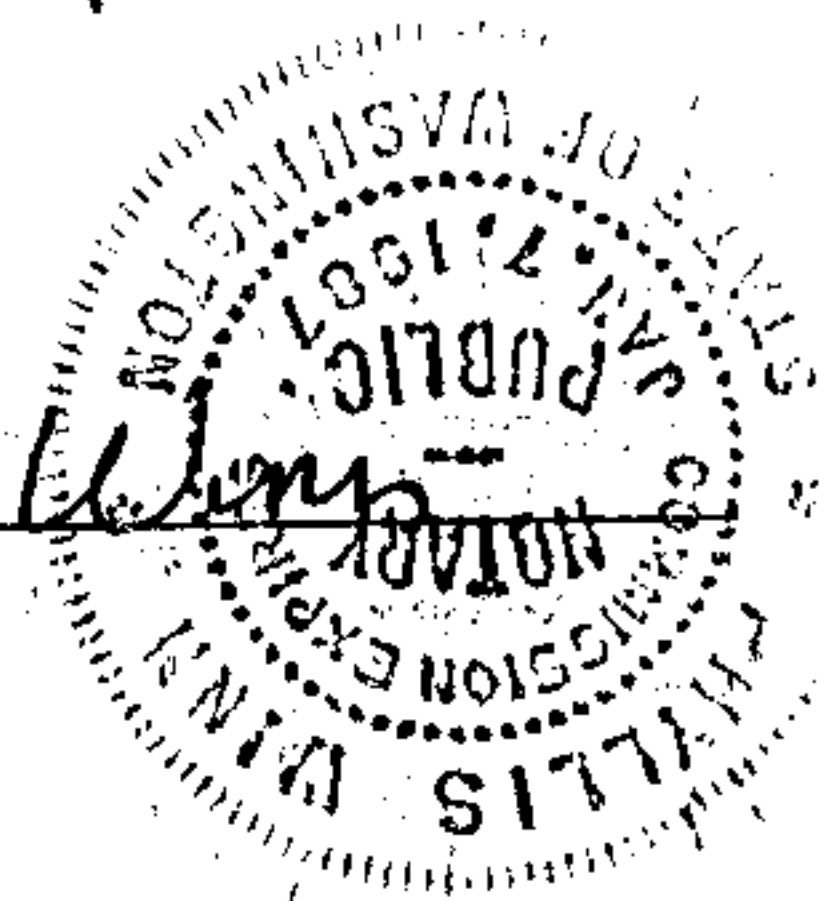
COUNTY OF KING

On this 10<sup>th</sup> day of February, 1983, before me personally appeared ROBERT C. ST. LOUIS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed, as managing partner of Energy Associates N.W. 78-B, a partnership

My Commission Expires

January 7, 1987

Phyllis Wilson  
Notary Public



14  
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 Partnership
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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 7<sup>th</sup> day of March, 19 83.

<u>X</u> <u>Stanley R. Fallis</u> (Assignee's Signature) Stanley R. Fallis, Partner Boettcher Management 1978 Drilling Program	<u>828 Seventeenth Street</u> (Assignee's Address) <u>Denver, CO 80202</u> (City) (State) (Zip Code)
---	---

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

INSTRUCTIONS

STATE OF COLORADO

INDIVIDUAL

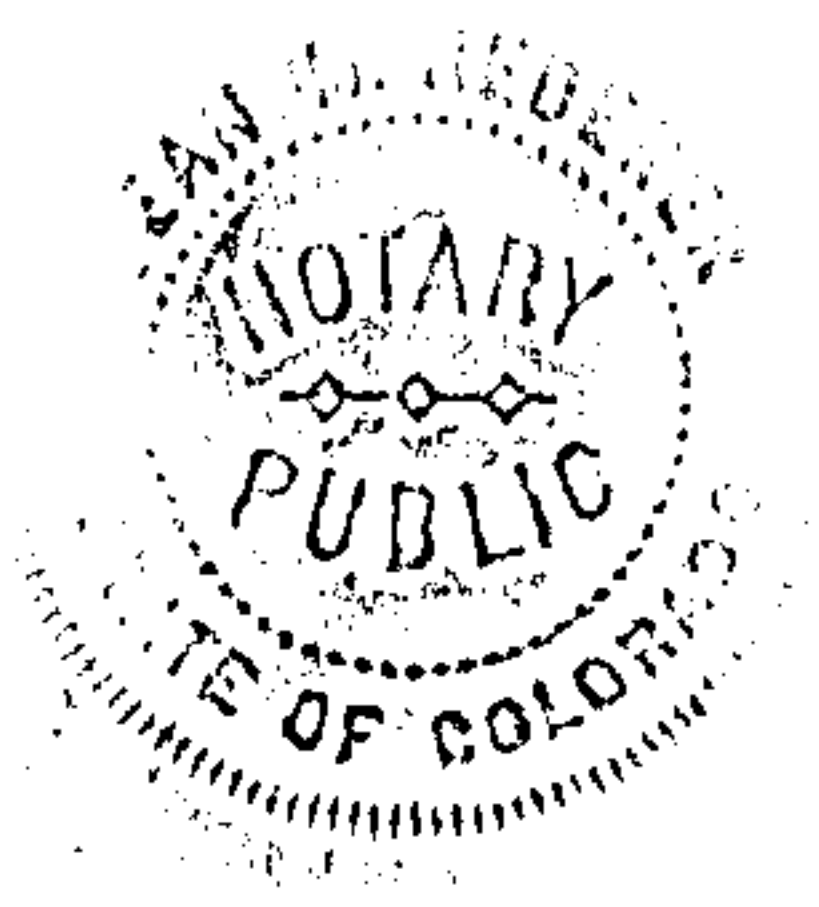
COUNTY OF DENVER

On this 7<sup>th</sup> day of March, 19 83, before me personally appeared Stanley R. Fallis, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

My Commission Expires

My Commission Expires Aug. 5, 1986

John M. Redeker  
 Notary Public





## 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 25th day of January, 1983.

Space Resources, Inc.

(Assignee's Signature)

F. A. Koscielak, Vice President

444 Lafayette Road

(Assignee's Address)

St. Paul, Minnesota 55101

(City)

(State)

(Zip Code)

STATE OF Minnesota

CORPORATION

COUNTY OF Ramsey

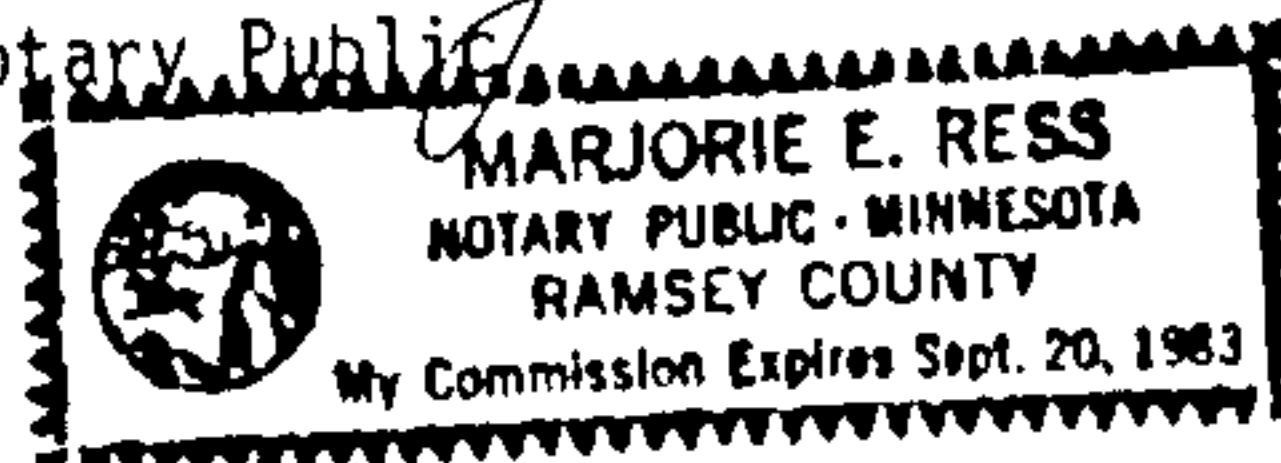
BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared F. A. Koscielak, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Space Resources, 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 25th day of January, 1983.

My Commission Expires:

Sept 20, 1983

Notary Public



## 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 17<sup>th</sup> day of February, 1983.

Robert L. Mehl  
(Assignee's Signature)

116 Inverness Drive East  
(Assignee's Address)

Robert L. Mehl

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

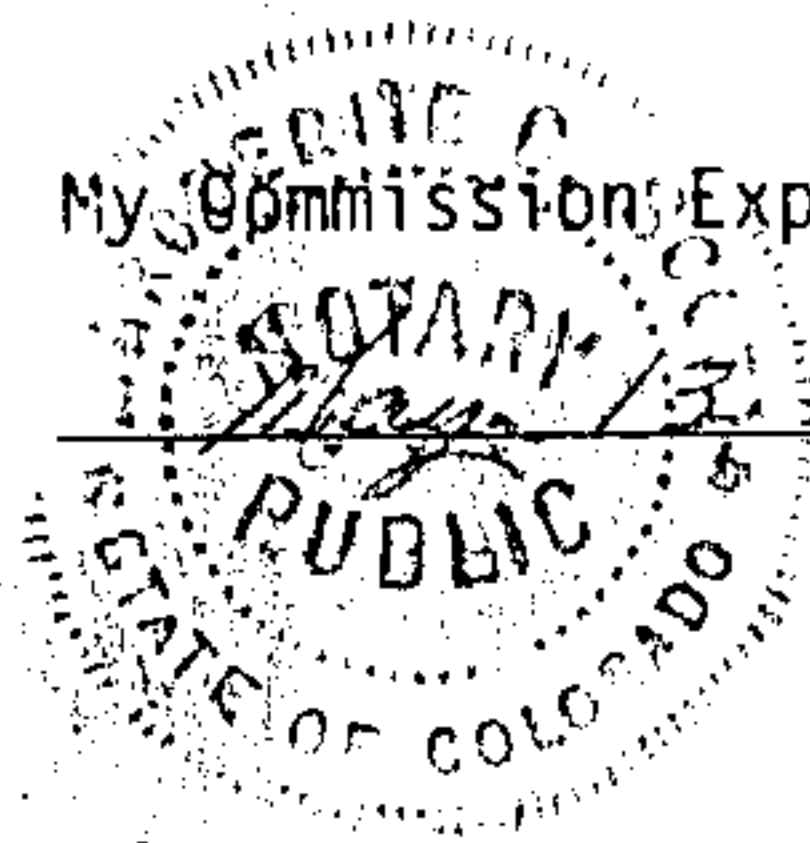
Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## INSTRUCTIONS

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) SS.

On this 17<sup>th</sup> day of FEBRUARY, 1983, before me personally appeared Robert L. Mehl, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

My Commission Expires:



Margaret C. Scott  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112

RECEIVED  
BUREAU OF LAND MANAGEMENT  
FEBRUARY 18 - 5 PM 9:30  
FEEYENNE, WYOMING



## PART II

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 8<sup>th</sup> day of March, 1983.

(Assignee's Signature)

Patrick D. Maher

116 Drive  
102 Inverness Terrace East

(Assignee's Address)

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

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

## INSTRUCTIONS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112

RECEIVED  
JULY 1983  
WYOMING  
SHERIDAN  
JUL 19 5 30 PM '83

18

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 8<sup>th</sup> day of March, 1983.

(Assignee's Signature)

Jordan R. Smith

<sup>16</sup>  
102 Inverness Terrace East

(Assignee's Address)

Englewood

(City)

Colorado

(State)

80112

(Zip Code)

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

## 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 MT (065500).
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

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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 14 day of February, 19 83. General Partner for Guaranty Energy Group  
General Hydrocarbons, Inc. 1978  
P.O. Box 31515

John S. Tonnsen  
(Assignee's Signature)

Vice-President - Exploration

ATTEST:

Robin K. Lovell  
Assistant Secretary

(Assignee's Address)

Billings, Montana 59107-1515  
(City) (State) (Zip Code)

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

## INSTRUCTIONS

Guaranty Energy Group 1978

STATE OF MONTANA )  
) ss  
COUNTY OF YELLOWSTONE )

On this 14th day of February, 1983, before me, a Notary Public, personally appeared John S. Tonnsen, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the Vice-President - Exploration of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

John S. Tonnsen  
Notary Public

My commission expires 4/13/87  
OF MONTANA



## 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 \_\_\_\_\_.
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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 27th day of January, 19 83.

Burton G. Ross

(Assignee's Signature)

3750 IDS Center

(Assignee's Address)

Burton G. Ross, Trustee  
Toni Rosen 1978 Trust

Minneapolis, MN 55402

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States a false statement or representation or to conspire with another to do so.

STATE OF MINNESOTA

INDIVIDUAL

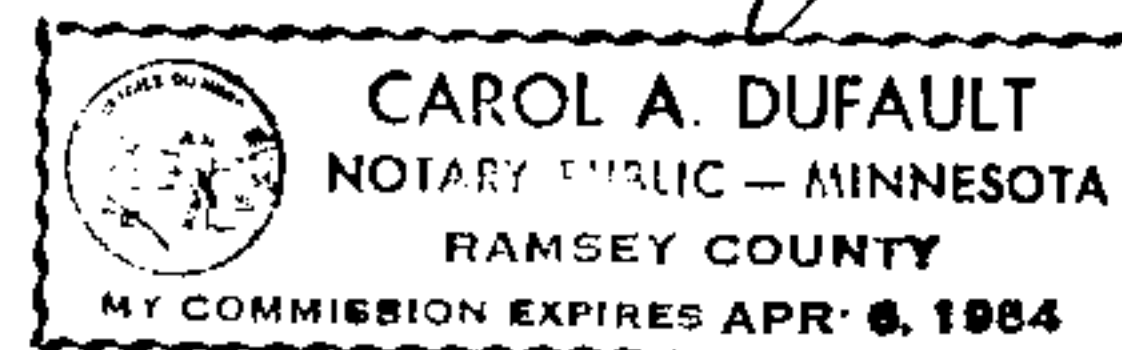
COUNTY OF HENNEPIN

On this 27th day of January, 19 83, before me personally appeared Burton G. Ross, Trustee, Toni Rosen 1978 Trust, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

My Commission Expires

April 6, 1984

Carol A. Dufault  
Notary Public



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

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

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

Executed this 3rd day of March, 19 83.

ENERGETICS 1978-B LIMITED PARTNERSHIP

116  
102 Inverness DRIVE Terrace East

(Assignee's Signature)

(Assignee's Address)

MM&S Partners, Patrick D. Maher, General Partner

Englewood

Colorado

80112

(City)

(State)

(Zip Code)

STATE OF COLORADO )

) SS

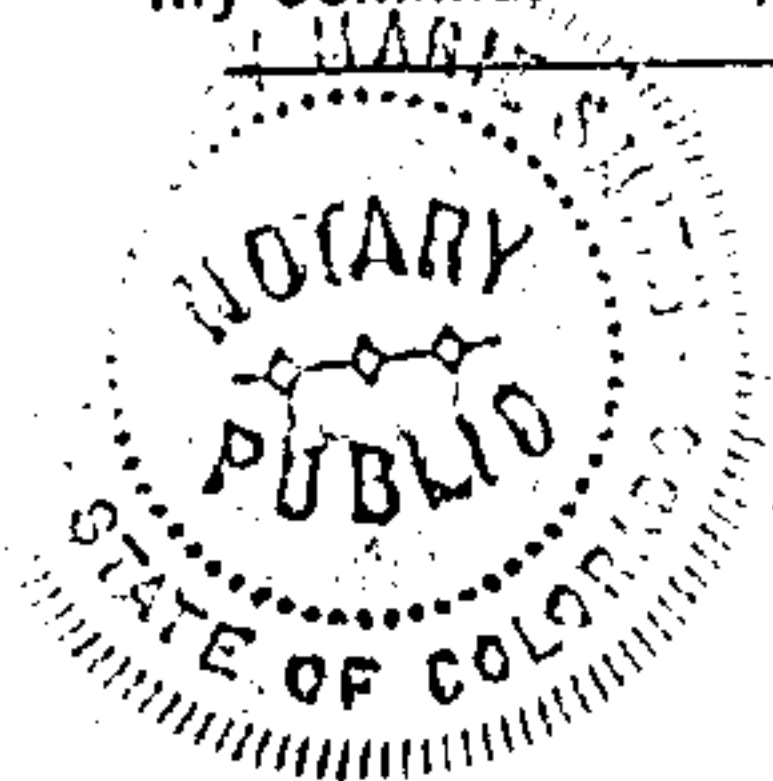
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 3rd day of March, 1983, by Patrick D. Maher, General Partner of MM&S Partners as General Partner on behalf of ENERGETICS 1978-B LIMITED PARTNERSHIP, a limited partnership.

My Commission expires:

My Commission expires December 4, 1985

Kimberley Marie Smith  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112



PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 3rd day of February, 19 83

D&R ENERGY PROGRAM 1978

By: Darryl P. Ekstrom President  
(Assignee's Signature)

1600 SOUTH HIGHWAY 100  
SUITE 630  
MINNEAPOLIS, MN 55416

(Assignee's Address)

STATE OF Minnesota )  
 )  
 )  
COUNTY OF Hennepin )  
 )

CORPORATION

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Darryl P. Ekstrom, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alumoil Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

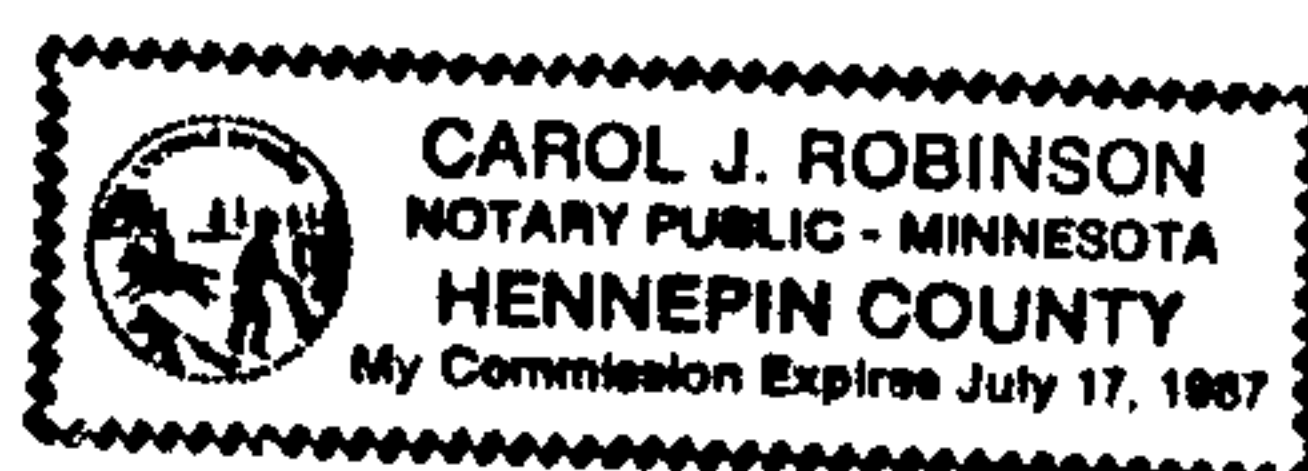
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of February, 19 83.

My Commission Expires:

7-17-87

Carol J. Robinson

Notary Public





## 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 Ltd. Partnership
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 -----
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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 3rd day of March, 1983.  
 \_\_\_\_\_  
 (Assignee's Signature)  
 MM&S Partners, by Patrick D. Maher, General Partner

116 Inverness Drive East  
 (Assignee's Address)

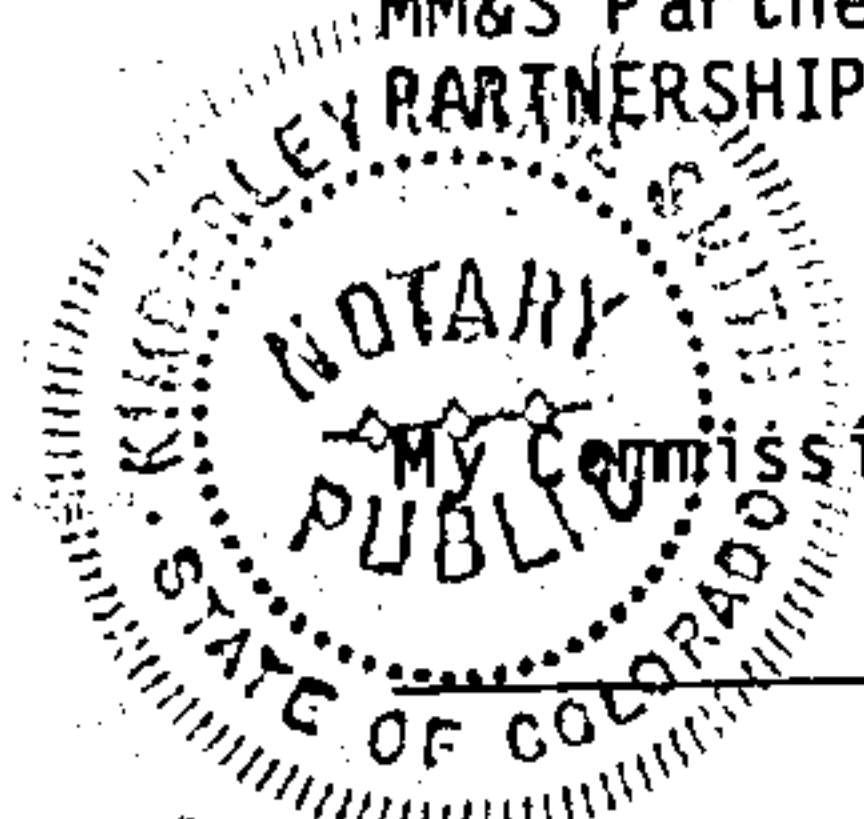
Englewood Colorado 80112  
 (City) (State) (Zip Code)

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

## INSTRUCTIONS

STATE OF COLORADO )  
 ) ss  
 COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 3rd day of March, 1983, by Patrick D. Maher, General Partner of MM&S Partners as General Partner on behalf of ENERGETICS 1978 LIMITED PARTNERSHIP, a limited partnership.



My Commission expires:

Kimberley Marie Smith  
 Notary Public  
 102 Inverness Terrace East  
 Englewood, Colorado 80112

My Commission expires December 4, 1985

24

GENERAL ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING )  
 )  
COUNTY OF SUBLETTE )

This General Assignment and Bill of Sale ("Assignment") effective as of 7:00 A.M. on March 1, 1983 (the "Effective time") is from WESTCOAST OIL & GAS CORP., a Delaware Corporation, herein referred to as "Assignor", with offices at 999 18th Street, Suite 801, One Denver Place, Denver, Colorado, 80202, to HPC, Inc., a Delaware Corporation, herein referred to as "Assignee", with offices at 999 18th Street, Suite 801, One Denver Place, Denver, Colorado, 80202.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby grants, bargains, sells, conveys, assigns, transfers, sets over and delivers unto Assignee effective as of the effective time, all its right, title and interest in and to the oil and gas leases insofar and only insofar as said leases are described and set out in Exhibit "A" attached hereto and made a part hereof.

Assignor does hereby represent and warrant as follows:

- (a) Assignor is the owner of an oil and gas lease interest in each of the oil and gas leases assigned hereunder. Said oil and gas leases are in full force and effect and all rentals and royalties, including shut-in payments, accruing thereunder prior to the date of closing hereunder have been paid and discharged or will have been so paid and discharged in the ordinary course of business; and
- (b) No default exists under any of the terms and provisions express or implied, of said oil and gas leases, nor under any of the terms and provisions of any agreement to which the same are subject, nor has Assignor received notice of any claim of such default. There are no provisions under any lease or any agreement which would require additional wells or operations to earn or continue to hold any part of all or any of said oil and gas leases. There are no suits or proceedings pending, or, to Assignor's knowledge, threatened against or affecting said oil and gas leases. Assignor is not obligated, by virtue of any prepayment made under any production sales contract containing a "take or pay" clause or under any similar arrangement, to deliver hydrocarbons produced under or applicable to said oil and gas lease at some future time without then or thereafter receiving full payment therefore.

197424

RECORDED	August 8, 1983 3:00 P.M.
IN BOOK 69	PAGE 24
FEE \$36.50	COUNTY CLERK
SUBLETTE COUNTY CLERK	

*[Signature]*

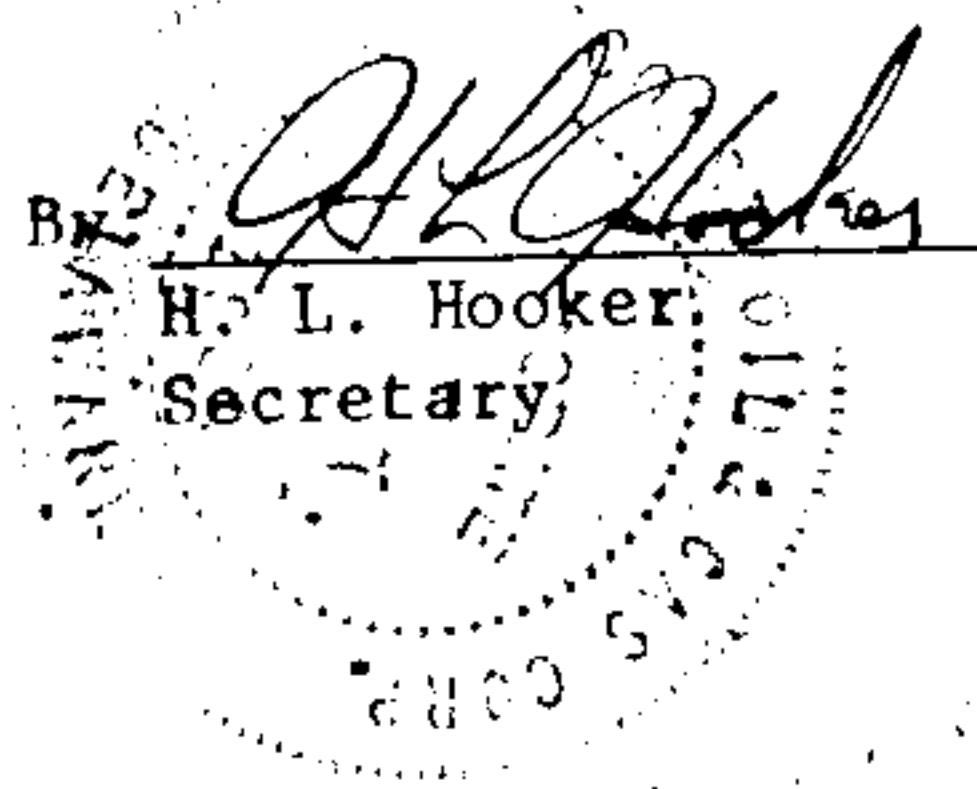
The validity of this assignment with respect to title to real property shall be governed by and construed in accordance with the laws of the jurisdiction in which such property is situated.

It is noted that in some cases, on the attached Exhibit "A", the lease be referred to for a more complete description of the acreage being assigned. The sole purpose for this referral is that some leases contain a lengthy legal description. Each lease has been duly recorded in said County within which the lands are situated and reference to said recording is provided on said Exhibit "A".

To have and to hold said rights, titles and interests under said leases unto Assignee and its successors and assigns forever, subject to and in accordance with the terms and provisions of said leases and of this assignment.

This assignment is executed on this 25 day of May, 1983, but shall be effective as of the Effective time.

ATTEST:

By: H. L. Hooker  
H. L. Hooker  
Secretary  


WESTCOAST OIL & GAS CORP.

By: D. L. Headstream  
D. L. Headstream  
Executive Vice President

ACKNOWLEDGEMENTS

STATE OF COLORADO )  
                                  )  
COUNTY OF DENVER )

BE IT REMEMBERED, that I, Shirley Howell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 25th day of May, 1983:

MICHIGAN

Before me appeared D. L. Headstream, to me personally known, who being by me duly sworn, did say that he is the Executive Vice President of WESTCOAST OIL & GAS CORP., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and the said D. L. Headstream acknowledges the execution of the said instrument as the free act and deed of said corporation.



ACKNOWLEDGEMENTS

NORTH DAKOTA

Before me personally appeared D. L. Headstream, known to me to be the Executive Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

TEXAS

On this day personally appeared D. L. Headstream, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Executive Vice President of WESTCOAST OIL & GAS CORP., a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

UTAH

Personally appeared before me, D. L. Headstream who, being by me duly sworn, did say, that he is the Executive Vice President of WESTCOAST OIL & GAS CORP., and that said instrument was signed in behalf of said corporation by authority of its by-laws and said D. L. Headstream acknowledged to me that said corporation executed the same.

MONTANA

Before me, Shirley Howell, Notary Public, personally appeared D. L. Headstream, known to me to be the Executive Vice President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

WYOMING

The foregoing instrument was acknowledged before me by D. L. Headstream, Executive Vice President of WESTCOAST OIL & GAS CORP., a Delaware corporation, on behalf of said corporation.

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

Shirley Howell  
Notary Public  
999 18th Street, Suite 801  
Denver, Colorado 80202

My Commission Expires:

2/28/85

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated May 25, 1983,  
by and between Westcoast Oil & Gas Corp. as Assignor and HPC, Inc. as Assignee.

Sublette County, Wyoming

PROSPECT W-74-0372 (WCOG) Fremont

Lease Number	Lessor	Lease Date	Recording		Description
			Book	Page	
W-74-027-028A	W-45835	7-1-74	---	---	Township 35 North, Range 109 West Section 28: All Section 33: E $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$
W-74-027-029A	W-48510	1-1-75	---	---	Township 35 North, Range 109 West Section 16: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$
W-74-027-030A	W-48821	2-1-75	---	---	Township 34 North, Range 109 West Section 23: W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$
W-74-027-031A	W-30451	12-1-73	---	---	Township 35 North, Range 109 West Section 10: Lots 2,3,5 Section 15: Lot 2 Section 16: Lots 3,4 Section 17: Lots 1,2,3,4 Section 18: Lots 4,5,8
W-74-027-032A	W-35588	10-1-75	---	---	Township 34 North, Range 109 West Section 15: W $\frac{1}{2}$ , NE $\frac{1}{4}$ Section 22: E $\frac{1}{2}$ E $\frac{1}{2}$ Section 27: NE $\frac{1}{4}$ SE $\frac{1}{4}$

Lease Number	Lessor	Lease Date	Recording Book	Page	Description
W-74-027-034A	W-40976	9-1-73	---	---	Township 35 North, Range 109 West Section 6: Lots 3,4,5,6,7 SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 7: Lots 1,4 S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 18: Lots 1,2,6,7 E $\frac{1}{2}$ W $\frac{1}{2}$ Section 29: E $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 32: E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ Section 33: W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$
W-74-027-035A	W-40522	8-1-73	---	---	Township 33 North, Range 109 West Section 35: N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$
PROSPECT W-74-0272 (WCOC) Green River					
W-74-027-002A	W-57782	3-1-77	---	---	Township 29 North, Range 103 West Section 31: E $\frac{1}{2}$ W $\frac{1}{2}$
W-74-027-003A	W-57785	3-1-77	---	---	Township 28 North, Range 104 West Section 4: SE $\frac{1}{4}$ Section 11: SW $\frac{1}{4}$ Section 25: SE $\frac{1}{4}$
W-74-027-004A	W-59061	6-1-77	---	---	Township 28 North, Range 104 West Section 5: Lot 4 Section 6: Lots 1,2,3,4,5,6 Section 7: Lots 1,2,3,4 Section 14: S $\frac{1}{2}$ S $\frac{1}{2}$ Section 18: Lots 1,2,3,4 Section 19: NE $\frac{1}{4}$ Section 24: W $\frac{1}{2}$ W $\frac{1}{2}$ Section 25: W $\frac{1}{2}$ W $\frac{1}{2}$ Section 35: N $\frac{1}{2}$ N $\frac{1}{2}$
Township 29 North, Range 104 West					
Section 24: E $\frac{1}{2}$ W $\frac{1}{2}$					
Section 25: NE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$					
Township 29 North, Range 104 West					
Section 32: NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$					
Section 33: W $\frac{1}{2}$ W $\frac{1}{2}$					



Lease Number	Lessor	Lease Date	Recording Book	Recording Page	Description
W-74-027-005A	W-55948	9-1-76	---	---	Township 29 North, Range 104 West Section 8: SW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 17: E $\frac{1}{2}$ NE $\frac{1}{4}$
					Township 29 North, Range 105 West Section 3: SE $\frac{1}{4}$ Section 24: NE $\frac{1}{4}$
W-74-027-006A	W-55944	12-1-76	---	---	Township 29 North, Range 102 West Section 20: SW $\frac{1}{4}$ Section 28: N $\frac{1}{2}$ S $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 29: NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 33: E $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 34: W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$
					Township 29 North, Range 103 West Section 14: E $\frac{1}{2}$ NW $\frac{1}{4}$
W-74-027-007A	W-58716	5-1-78	---	---	Township 29 North, Range 105 West Section 10: S $\frac{1}{2}$ Section 20: N $\frac{1}{2}$
W-74-027-008A	W-52051	10-1-75	---	---	Township 29 North, Range 103 West Section 28: E $\frac{1}{2}$ Section 29: S $\frac{1}{2}$
W-74-027-016A	St. of Wy-76-0812	10-2-76	---	---	Township 29 North, Range 104 West Section 36: All
W-74-027-017A	St. of Wy-76-0351	5-2-76	---	---	Township 29 North, Range 103 West Section 19: SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 20: E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 24: SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34: NW $\frac{1}{4}$ SE $\frac{1}{4}$
W-74-027-018A	W-52059	10-1-75	---	---	Township 29 North, Range 106 West Section 19: E $\frac{1}{2}$ NW $\frac{1}{4}$

PROSPECT W-74-0675 (WCOC) New Forks

<u>Lease Number</u>	<u>Lessor</u>	<u>Lease Date</u>	<u>Recording</u>		<u>Description</u>
			<u>Book</u>	<u>Page</u>	
W-74-027-019A	W-52365	11-1-75	---	---	<u>Township 38 North, Range 111 West</u> <u>Section 36: E<math>\frac{1}{2}</math>SW<math>\frac{1}{4}</math></u>
W-74-027-020A	W-52366	11-1-75	---	---	<u>Township 39 North, Range 111 West</u> <u>Section 28: S<math>\frac{1}{2}</math></u>
W-74-027-021A	W-48831	3-1-75	---	---	<u>Township 37 North, Range 110 West</u> <u>Section 31: NW<math>\frac{1}{4}</math>NE<math>\frac{1}{4}</math></u>
W-74-027-022A	W-53836	3-1-76	---	---	<u>Township 37 North, Range 110 West</u> <u>Section 22: NE<math>\frac{1}{4}</math>SW<math>\frac{1}{4}</math>, N<math>\frac{1}{2}</math>SE<math>\frac{1}{4}</math></u> <u>Section 25: NE<math>\frac{1}{4}</math>, E<math>\frac{1}{2}</math>NW<math>\frac{1}{4}</math>, SW<math>\frac{1}{4}</math>NW<math>\frac{1}{4}</math></u> <u>Section 26: SE<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math></u>
W-74-027-023A	W-57098	1-1-77	---	---	<u>Township 36 North, Range 110 West</u> <u>Section 2: Lot 4, SW<math>\frac{1}{4}</math>NW<math>\frac{1}{4}</math>, SW<math>\frac{1}{4}</math></u> <u>Section 4: Lots 1,2,3,4 S<math>\frac{1}{2}</math>N<math>\frac{1}{2}</math>, S<math>\frac{1}{2}</math></u> <u>Section 5: Lot 1, SE<math>\frac{1}{4}</math>NE<math>\frac{1}{4}</math>, NE<math>\frac{1}{4}</math>SE<math>\frac{1}{4}</math>, S<math>\frac{1}{2}</math>SE<math>\frac{1}{4}</math></u> <u>Section 11: Lots 3,4,5,NW<math>\frac{1}{4}</math>, N<math>\frac{1}{2}</math>SW<math>\frac{1}{4}</math></u> <u>Township 37 North, Range 110 West</u> <u>Section 21: N<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math></u> <u>Section 22: SE<math>\frac{1}{4}</math>SE<math>\frac{1}{4}</math></u> <u>Section 34: SE<math>\frac{1}{4}</math>NE<math>\frac{1}{4}</math>, SE<math>\frac{1}{4}</math>SE<math>\frac{1}{4}</math></u> <u>Section 35: N<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math>,SE<math>\frac{1}{4}</math>SE<math>\frac{1}{4}</math></u>

90

Lease Number	Lessor	Lease Date	Recording		Description
			Book	Page	
W-74-027-024A	W-48830	2-1-75	---	---	Township 37 North, Range 110 West Section 9: E $\frac{1}{2}$ Section 10: N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 12: SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14: N $\frac{1}{4}$ S $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 15: N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 18: Lots 1, 2, 3, 4, W $\frac{1}{2}$ E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ Section 23: W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 24: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$
W-74-027-025A	W-54286	1-1-77	---	---	Township 37 North, Range 110 West Section 2: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 3: SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 4: S $\frac{1}{2}$ S $\frac{1}{2}$ Section 9: W $\frac{1}{2}$ Section 12: N $\frac{1}{2}$ NW $\frac{1}{4}$
W-74-027-026A	W-54283	6-1-76	---	---	Township 37 North, Range 110 West Section 23: NW $\frac{1}{4}$ SW $\frac{1}{4}$
W-74-027-027A	W-53091	1-1-76	---	---	Township 37 North, Range 110 West Section 21: SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26: E $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 33: S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ Section 34: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 35: W $\frac{1}{2}$



## ASSIGNMENT OF OIL AND GAS LEASES

RAYMOND T. DUNCAN, J. WALTER DUNCAN, JR., and VINCENT J. DUNCAN ("Assignors"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto DUNCAN EXPLORATION COMPANY, a Colorado joint venture ("Assignee"), 1777 South Harrison Street, Penthouse One, Denver, Colorado 80210, all of Assignors' right, title and interest in and to the working interest under the oil and gas leases described on the exhibit attached hereto and incorporated herein by this reference, together with the rights incident thereto or obtained in connection therewith, and subject to all royalties, overriding royalties, production payments, and similar obligations burdening the same.

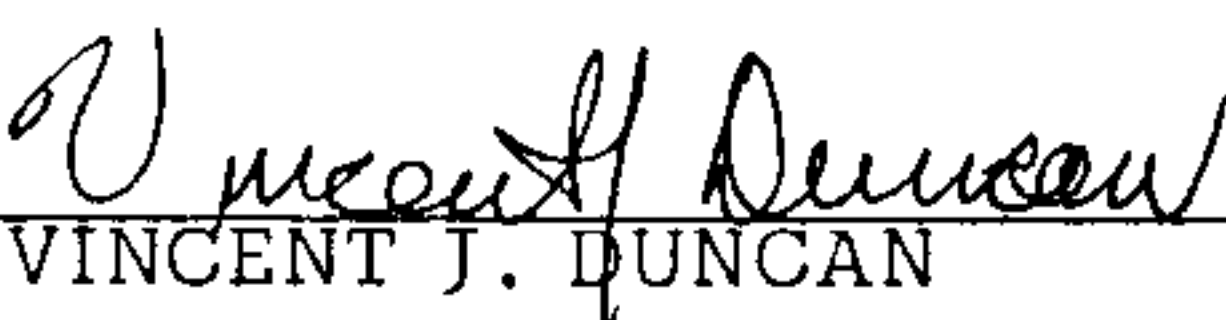
This Assignment is subject to that certain Joint Venture Agreement for Duncan Exploration Company and Subscription and Sale Agreement dated effective May 27, 1983.

All provisions of this assignment shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the Assignors and Assignee herein.

Executed effective as of May 27, 1983.

  
RAYMOND T. DUNCAN


  
J. WALTER DUNCAN, JR.

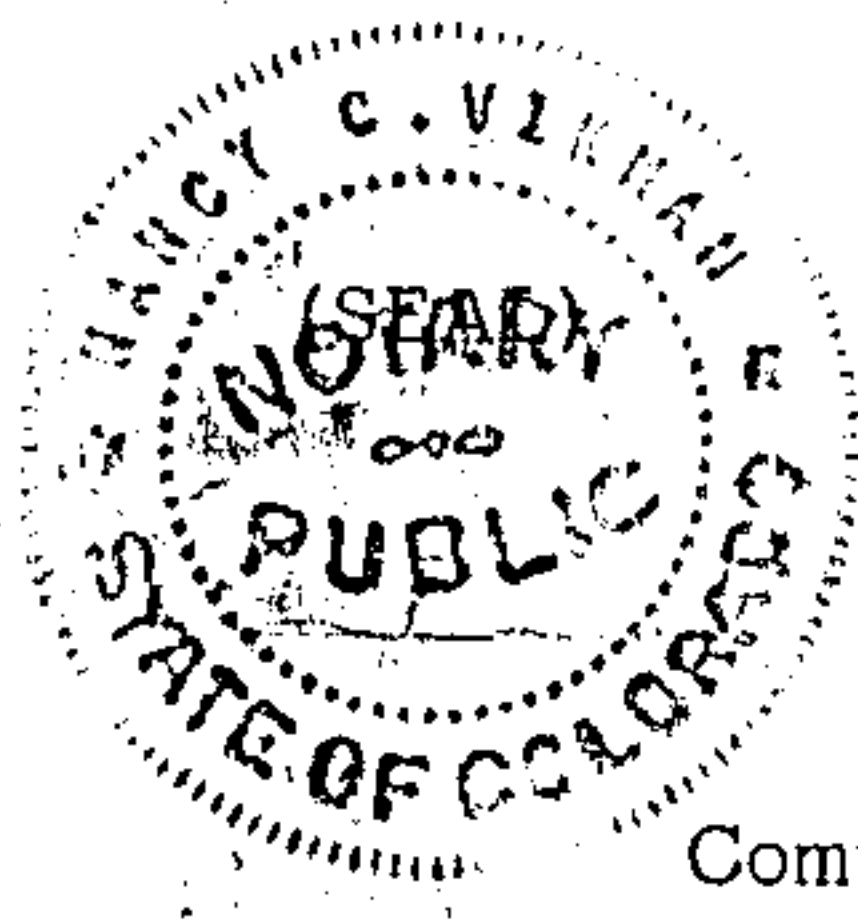
  
VINCENT J. DUNCAN

STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

Before me, the undersigned, a Notary Public within and for said county and state, on this 4th day of August, 1983, personally appeared RAYMOND T. DUNCAN, J. WALTER DUNCAN, JR., and VINCENT J. DUNCAN to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

WITNESS my hand and official seal.

  
Nancy C. Vikman  
Notary Public  
Address: 1777 S. Harrison, Penthouse 1  
Denver, CO 80210



Commission: My Commission Expires April 24, 1985

197459

RECORDED	August 11, 1983 3:00P	M
69	Oct 4	PAGE 32
31	Lois J. Yake	COUNTY CLERK
DENVER COUNTY, BINEDELE, W		



LEASE DESCRIPTION

WYO 143 MERID

Lease No. 1027- 1  
Lessor Name: USA-N-47829  
Lessee Name: STEVEN THAYNE  
Lease Date: 11/ 1/74  
Recording Data: Book Page  
Description: SUBLETTE CO., WY. T27N-R115W, 6TH PM SEC 22 LOTS 1,2,3,4, W/  
2NE, E/2NW SEC 27 LOT 3, SWNE, SENW, E/2SW, W/2SE SEC 34 NE  
CONTAINING 750.12 GROSS & NET ACRES

WYO 143 MERID

Lease No. 1028- 1  
Lessor Name: USA-N-42795  
Lessee Name: ROBERT P KUNKEL  
Lease Date: 1/ 1/74  
Recording Data: Book Page  
Description: SUBLETTE CO., WY. T27N-R115W, 6TH PM SEC 10 ALL SEC 15 NE, N  
ESE  
CONTAINING 840.00 GROSS & NET ACRES

WYO 143 MERID

Lease No. 1029- 1  
Lessor Name: USA-N-48211  
Lessee Name: DORIS B. GRAS  
Lease Date: 12/ 1/74  
Recording Data: Book Page  
Description: SUBLETTE CO., WY. T27N-R115W, 6TH PM SEC 26 LOT 1, S/2 SEC 2  
7 LOTS 1,2, SENE, E/2SE SEC 35 N/2 SEC 36 LOTS 1,2  
CONTAINING 783.34 GROSS & NET ACRES

LEASE DESCRIPTION

WYO 144 SODA

Lease No. 1025- 1

Lessor Name: USA-W-52413

Lessee Name: OTTO G GREEN

Lease Date: 11/ 1/75

Recording Data: Book Page

Description: SUBLETTE CO., WY. T33N-R11SW, 6TH PM SEC 26 ALL, SEC 27 NE,  
E/2NW, E/2SE, SEC 35 NE, N/2NW, SENW, SE  
CONTAINING 1,400.00 GROSS & NET ACRES



LEASE DESCRIPTION

WYO. 30 COUNTY SPREAD

Lease No. 846- 1  
Lessor Name: USA-WYOMING-41369  
Lessee Name: J. WALTER DUNCAN, JR.  
Lease Date: 10/ 1/73  
Recording Data: Book Page  
Description: SUBLETTE COUNTY, WYO. T28N-R104W-6PM SEC 10 N/2SE  
CONTAINING 80.00 GROSS & NET ACRES

WYO. 30 COUNTY SPREAD

Lease No. 994- 1  
Lessor Name: USA-W-52086  
Lessee Name: JOAN R DUNCAN  
Lease Date: 10/ 1/75  
Recording Data: Book Page  
Description: SUBLETTE CO., WYO T33N-R112W, 6TH PM SEC 10 E/2, NW/4, N/2  
SW/4, SE/4 SW/4  
CONTAINING 600.00 GROSS & NET ACRES

WYO 30 COUNTY SPREAD

Lease No. 1058- 1  
Lessor Name: USA-WYOMING-55620  
Lessee Name: VINCENT J DUNCAN  
Lease Date: 9/ 1/76  
Recording Data: Book Page  
Description: SUBLETTE CO., WYO. T33N-R110W, 6TH PM SEC 31 LOTS 1-4, E/2,  
E/2 W/2 T32N-R111W, 6TH PM SEC 1 LOTS 1-4, S/2 SE/4  
SEC 2 LOTS 1-4, SEC 3 LOTS 1-4, SEC 4 LOTS 1-4, SEC 9 W/2 NE/  
4, NW/4, SEC 10 E/2 NE/4, SE/4, SEC 15 NE/4, E/2 SE/4  
CONTAINING 1924.88 GROSS & NET ACRES

WYO 30 COUNTY SPREAD

Lease No. 1320- 1  
Lessor Name: USA-W-58385  
Lessee Name: ANNAMARIE DUNCAN  
Lease Date: 4/ 1/77  
Recording Data: Book Page  
Description: SUBLETTE CO., WY. T31N-R113W, 6TH PRIN MER SEC 2 LOT 4  
W1/2SW SEC 3 S1/2 SEC 10 ALL SEC 11 W1/2W1/2 SEC 15 N1/2NE  
CONTAINING 1319.64 GROSS & NET ACRES

LEASE DESCRIPTION

WYO 30 COUNTY SPREAD

Lease No. 1363- 1

Lessor Name: USA-W-60154

Lessee Name: VINCENT J. DUNCAN

Lease Date: 10/ 1/77

Recording Data: Book Page

Description: SUBLETTE CO., WY. T30N-R113W, 6TH PM SEC 11 W/2 SEC 26 N/2  
CONTAINING 640.00 GROSS & NET ACRES

WYO. 30 COUNTY SPREAD

Lease No. 1440- 1

Lessor Name: USA-W-67174

Lessee Name: ANNAMARIE DUNCAN

Lease Date: 4/ 1/79

Recording Data: Book Page

Description: SUBLETTE CO., WY., T28N-R108W, 6TH P.M. SEC. 8: ALL T29N-R10  
8W, 6TH P.M. SEC. 32: ALL SEC. 33: ALL  
CONTAINING 1920.00 GROSS & NET ACRES

LEASE DESCRIPTION

WYO 145 MIDDLE PINEY

Lease No. 1036- 1

Lessor Name: USA-W-52406

Lessee Name: LAWRENCE C. HARRIS

Lease Date: 12/ 1/75

Recording Data: Book Page

Description: SUBLETTE CO., WY. T30N-R115W, 6TH PM SEC 12 LOTS 1,2,3,4, W/  
2E/2, SW/4

CONTAINING 467.52 GROSS & NET ACRES



LEASE DESCRIPTION

WYO 146 SUBLETTE

Lease No. 1031- 1

Lessor Name: USA-W-54215

Lessee Name: ROBERT W. DAVID

Lease Date: 8/ 1/77

Recording Data: Book Page

Description: SUBLETTE COUNTY, WYOMING

T37N-R109W, 6TH P.M.

SEC. 16: NW/4NW/4, E/2W/2

SEC. 20: ALL

SEC. 21: E/2W/2, SE/4

SEC. 22: N/2, SE/4

SEC. 34: NE/4

CONTAINING 1800.00 GROSS & NET ACRES

WYO 146 SUBLETTE

Lease No. 1032- 1

Lessor Name: USA-W-54216

Lessee Name: ROBERT W. DAVID

Lease Date: 8/ 1/77

Recording Data: Book Page

Description: SUBLETTE COUNTY, WYOMING

T39N-R109W, 6TH P.M.

SEC. 6: LOTS 3,4,5,7, SE/4NW/4, SE/4SW/4

SEC. 7: LOTS 1,2,3,4, E/2W/2

SEC. 17: ALL

SEC. 18: LOTS 1,2,3,4, E/2W/2, E/2 (ALL)

SEC. 19: LOTS 1,2,3,4, E/2W/2, E/2 (ALL)

CONTAINING 2435.64 GROSS & NET ACRES.

WYO 146 SUBLETTE

Lease No. 1033- 1

Lessor Name: USA-W-54217

Lessee Name: ROBERT W. DAVID

Lease Date: 8/ 1/77

Recording Data: Book Page

Description: SUBLETTE COUNTY, WYOMING

T39N-R109W, 6TH P.M.

SEC. 20: N/2, W/2SW/4, SE/4

SEC. 29: E/2E/2, NW/4NW/4, SW/4SW/4

SEC. 30: LOTS 1,2,3,4, E/2W/2, E/2 (ALL)

SEC. 31: LOTS 1,2,3,4, E/2W/2, N/2NE/4, SW/4SE/4

SEC. 32: ALL

CONTAINING 2503.02 GROSS & NET ACRES.

LEASE DESCRIPTION

WYO 146 SUBLETTE

Lease No. 1066- 1

Lessor Name: USA-W-52355

Lessee Name: MARY NAN SPEAR

Lease Date: 11/ 1/75

Recording Data: Book Page

Description: SUBLETTE CO., WY. T37N-R109W, 6TH PM SEC 21 SW/4NW/4, SW/4SW  
/4

CONTAINING 80.00 GROSS & NET ACRES

WYO 146 SUBLETTE

Lease No. 1067- 1

Lessor Name: USA-W-52359

Lessee Name: MARY NAN SPEAR

Lease Date: 11/ 1/75

Recording Data: Book Page

Description: SUBLETTE CO., WY. T38N-R109W, 6TH PM SEC 4 LOTS 2,3,4, S/2SW  
/4, SW/4SE/4, SEC 5 LOTS 1,2, S/2SE/4, SEC 8 E/2, SEC 9 W/2  
SEC 16 W/2W/2 SEC 19 E/2E/2, SEC 29 S/2, SEC 30 E/2E/2  
T39N-R109W, 6TH PM SEC 33 W/2E/2, W/2  
CONTAINING 2,187.10 GROSS & NET ACRES

## OIL AND GAS LEASE

AGREEMENT, Made and entered into this 16th day of November, 1982  
by and between Matthew Daniel Miller, aka Matthew Daniel Miller, a single man  
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and  
Fairleigh Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of \*\*\*Ten and More\*\*\* DOLLARS

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

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.  
SECTION 8: E $\frac{1}{2}$   
SECTION 9: W $\frac{1}{2}$ W $\frac{1}{2}$

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

RECORDED August 15 1983 8:00 M  
IN BOOK 69 PAGE 40  
FEES \$8.00 Land Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
By Dorothy M. Schmitt  
480.00

and containing FIVE (5) years from date, and as long thereafter as oil or gas,

It is agreed that this lease shall remain in force for a term of FIVE (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 16th day of November, 1983, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113

or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of \*\*\* FOUR HUNDRED EIGHTY AND NO/100 \*\*\* DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres for the production of oil or 640 each acres for the production of gas, whichever is larger, plus a tolerance over the maximum area of 40 acres for the production of oil, or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessee on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the acreage in the land placed in such unit.

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

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

Lessee may at any time terminate this lease, in whole or in part, by delivering or mailing                      to the lessor, or by placing a release of record in the proper                      the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

197476



Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or he may have in the lands herein described, and the lessee shall have the right at any time to redeem for the same the sum of \$1000.00, with interest thereon at the rate of 10% per annum, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessee, and be subrogated to the rights of the holder thereof.  
This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

SS# \_\_\_\_\_

*Matthew Daniel Miller*  
Matthew Daniel Miller, aka  
Matthew Daniel Miller

Arizona, Colorado, Idaho, Kansas, Montana  
Nebraska, Nevada, New Mexico, North Dakota,  
South Dakota, Utah, Wyoming  
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Wyoming }  
COUNTY OF Sublette } SS.

3rd day of

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of May, 1983, personally appeared Matthew Daniel Miller, aka  
Matthew Daniel Miller, a single man, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he 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 \_\_\_\_\_

*Betty J. Helgason*  
Notary Public

Arizona, Colorado, Idaho, Kansas, Montana  
Nebraska, Nevada, New Mexico, North Dakota,  
South Dakota, Utah, Wyoming  
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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

Arizona, Colorado, Idaho, Kansas, Montana  
Nebraska, Nevada, New Mexico, North Dakota,  
South Dakota, Utah, Wyoming  
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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

Arizona, New Mexico, Utah, Wyoming  
ACKNOWLEDGMENT — CORPORATION

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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

WITNESS my hand and official seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public

### OIL AND GAS LEASE

FROM \_\_\_\_\_ TO \_\_\_\_\_  
Dated \_\_\_\_\_ 19\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
County \_\_\_\_\_ No. of acres \_\_\_\_\_ Term \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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

County Clerk — Register of Deeds  
By \_\_\_\_\_ Deputy

When recorded return to: \_\_\_\_\_

42  
EXHIBIT "A"  
SPECIAL PROVISIONS RIDER

It is hereby understood and agreed as follows, to wit:

1. No well site location shall exceed one acre unless drilling depth is planned to exceed 10,000 feet. In no event shall a well site location exceed one and one-half acres.
2. Upon completion of drilling any and all wells, drilling mud shall be removed and location site shall be resceded and restored, as near as is possible, to its original condition.
3. Lessee shall pay surface owner the price of one thousand dollars (\$1,000.00) for each location site.
4. Lessee shall pay surface owner three dollars(\$3.00) per rod for each roadway right-of-way.
5. Lessee shall fence around all location sites and on both sides of any and all roadways which it may build on the within described lands.
6. Drilling operations on creek bottom lands and irrigated meadows shall be allowed only from the 15th day of October to the 1st day of March. However drilling operations may be conducted at any time of year on lands lying above the flood plain.
7. Any irrigation ditches which may be disturbed by Lessee's operations on said lands shall be reconstructed to carry water as to the original contour.
8. Lessee shall pay to Commercial Security Bank, trustee for the estate of Francis Noble Hoover, an undivided  $\frac{1}{2}$  of all royalties accruing from and payable under this lease.

This rider is attached to and made a part of that certain oil and gas lease dated November 16, 1982, between Farleigh Oil Properties, a sole proprietorship as lessee, and the undersigned, as lessor.

Signed for identification purposes this 16th day of November, 1982..

X Matthew Daniel Miller  
Matthew Danial Miller, aka  
Matthew Daniel Miller



## OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th day of March, 1983  
 by and between Matthew Danial Miller, aka Matthew Daniel Miller, a single man  
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and  
 Farleigh Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of \*\*Ten and More\*\* DOLLARS

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, gas, or gaseous substances, and laying pipe lines, and building tanks, power stations and structures thereon to produce,

save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette

State of Wyoming, described as follows, to wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.

SECTION 7: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$

SECTION 8: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$

SECTION 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 18: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$

RECORDED August 15 1983 8:00 AM  
 IN BOOK 69 OF 17 PAGE 43  
 FEES \$8.00 Land & Yak COUNTY CL  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Matthew Miller

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

197477

680.00

and containing FIVE (5) acres, more or less.  
 It is agreed that this lease shall remain in force for a term of FIVE (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 28th day of March, 1984, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

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

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

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

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

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

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

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

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres for the production of oil or 840 acres each for the production of gas, whichever is larger, plus a tolerance over the maximum area of 40 acres for the production of oil, or 840 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

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

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

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.



Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.  
Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.  
This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

SS# \_\_\_\_\_  
\_\_\_\_\_

*Matthew Daniel Miller*  
Matthew Danial Miller, aka  
Matthew Daniel Miller

STATE OF Wyoming }  
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana  
Nebraska, Nevada, New Mexico, North Dakota,  
South Dakota, Utah, Wyoming  
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of May, 19 83, personally appeared Matthew Danial Miller, aka  
~~xxx~~ Matthew Daniel Miller, a single man, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he 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 1-1-85  
*Betty J. Adams* Notary Public

Arizona, Colorado, Idaho, Kansas, Montana  
Nebraska, Nevada, New Mexico, North Dakota,  
South Dakota, Utah, Wyoming  
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and 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

Arizona, Colorado, Idaho, Kansas, Montana  
Nebraska, Nevada, New Mexico, North Dakota,  
South Dakota, Utah, Wyoming  
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and 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

Arizona, New Mexico, Utah, Wyoming  
ACKNOWLEDGMENT — CORPORATION

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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

WITNESS my hand and official seal the day and year last above written.  
My Commission Expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

OIL AND GAS LEASE

FROM \_\_\_\_\_ TO \_\_\_\_\_

Dated \_\_\_\_\_ 19 \_\_\_\_\_, Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
County \_\_\_\_\_ No. of acres \_\_\_\_\_ Term \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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

When recorded return to: \_\_\_\_\_  
By \_\_\_\_\_ County Clerk — Register of Deeds  
Deputy

EXHIBIT  
SPECIAL PROVISIONS RIDER

It is hereby understood and agreed as follows, to wit:

1. No well site location shall exceed one acre unless drilling depth is planned to exceed 10,000 feet. In no event shall a well site location exceed one and one-half acres.
2. Upon completion of drilling any and all wells, drilling mud shall be removed and location site shall be resceded and restored, as near as is possible, to its original condition.
3. Lessee shall pay surface owner the price of one thousand dollars (\$1,000.00) for each location site.
4. Lessee shall pay surface owner three dollars(\$3.00) per rod for each roadway right-of-way.
5. Lessee shall fence around all location sites and on both sides of any and all roadways which it may build on the within described lands.
6. Drilling operations on creek bottom lands and irrigated meadows shall be allowed only from the 15th day of October to the 1st day of March. However drilling operations may be conducted at any time of year on lands lying above the flood plain.
7. Any irrigation ditches which may be disturbed by Lessee's operations on said lands shall be reconstructed to carry water as to the original contour.
8. Lessee shall pay to Commercial Security Bank, trustee for the estate of Francis Noble Hoover, an undivided  $\frac{1}{2}$  of all royalties accruing from and payable under this lease.

This rider is attached to and made a part of that certain oil and gas lease dated March 28, 1983, between Farleigh Oil Properties, a sole proprietorship as lessee, and the undersigned, as lessor.

Signed for identification purposes this 28th day of March, 1983.

X Matthew Daniel Miller  
Matthew Danial Miller, aka  
Matthew Daniel Miller

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated November 16, 1982, from Matthew Danial Miller, aka Matthew Daniel Miller, a single man, 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 8: E $\frac{1}{2}$   
SECTION 9: W $\frac{1}{2}$ W $\frac{1}{2}$

197478

RECORDED	<u>August 15</u>	<u>1983</u>	<u>8:00 A M</u>
IN BOOK	<u>69</u>	<u>Dyest</u>	PAGE <u>46</u>
FEES \$	<u>6.00</u>	<u>Leigh Yak</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Steine*

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 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
Matthew Danial Miller, aka Matthew Daniel Miller, a single man	Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	\$60.00
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		NONE

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

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

WITNESS our hands and seals this 16th day of November, 19 82

Matthew Daniel Miller (Seal)  
Matthew Danial Miller, aka  
Matthew Daniel Miller (Seal)

Commercial Security Bank, Trustee (Seal)

(Seal)

By: David H. Nyman (Seal)

Vice President & Sec. Trust Officer

Attest:



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 3rd  
day of May, 1983, personally appeared Matthew Daniel Miller, aka  
Matthew Daniel Miller, 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 9-1-85 *Betty J. Halgren* 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 4th day of May, A. D. 1983, 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 & ~~not~~ Senior Trust Officer of Commercial  
Security Bank and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
David G. Moore acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of May, A. D. 1983  
*Betty L. Daniels* Notary Public.  
(SEAL)

My Commission expires April 10, 1986

No.	FROM	TO	Dated	No. Acres	County	Term	This instrument was filed for record on the	day of	19	at	M.	and duly recorded in	Volume	Page	of the records of this office.	County Clerk.	Deputy.	When recorded return to

CASPER PRESS, 134 N. CENTER, CASPER, WYO.



RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 28, 1983, from Matthew Danial Miller, aka Matthew Daniel Miller, a single man, 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: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
SECTION 8: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$   
SECTION 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$   
SECTION 18: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$

197479

RECORDED August 15 1983 8:00 P M  
IN BOOK 69 PAGE 48  
FEES \$6.00 COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, we 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 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
Matthew Danial Miller, aka Matthew Daniel Miller, a single man	Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	\$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		NONE

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

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

WITNESS our hands and seals this 28th day of March, 19 83

X Matthew Daniel Miller (Seal)  
Matthew Danial Miller, aka  
Matthew Daniel Miller (Seal)

Commercial Security Bank, Trustee (Seal)

By: Michael J. Malone (Seal)  
Utah President & Trust Officer

Attest: [Signature]

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

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.

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_

Notary Public

My Commission Expires:

**ACKNOWLEDGMENT (For use by Corporation)**

County of \_\_\_\_\_, State of \_\_\_\_\_,  
On this \_\_\_\_\_ 4th \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, A. D. 19\_\_\_\_ 83, before me personally  
appeared \_\_\_\_\_ David G. Moore \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the Vice Pres. & Senior 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 4th day of May, A. D. 1983

Notary Public.

My Commission expires.....April 10, 1986

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.

By.....  
.....County Clerk.  
Deputy.

When recorded return to

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

RECEIVED JUN 23 1983

FORM APPROVED  
OMB NO. 1004-0034

Lease Serial No.

W-73783

Lease effective date

September 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

✓ PRIMARY FUELS, INC.

Address (include zip code)

One Denver Place, Suite 3020

999 Eighteenth Street, Denver, CO 80202

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

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

TOWNSHIP 27 NORTH, RANGE 110 WEST  
Section 11: NE $\frac{1}{4}$

**SAME LAND DESCRIPTION AS ITEM 2**

Containing 160.00 acres, more or less, in  
Sublette County, Wyoming.

This Assignment is made subject to the  
Jefferson Unit Agreement and Unit Operating  
Agreement.

**197501**

RECORDED August 16 1983 8:00 AM  
IN BOOK 69 D-18 PAGE 50  
FEES \$8.25 LARRY YAK COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy McElaine*

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

1% of 8/8ths

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

5.5%

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

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

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

Executed this 31st day of March, 1983  
DOME 1980 INSTITUTIONAL INVESTORS, LTD.  
By: Dome Petroleum Corp., Attorney-in-Fact

TCPL RESOURCES U.S.A. LTD.  
By: Dome Petroleum Corp., Attorney-in-Fact

*Ruth A. Aivaliotis*  
By: Ruth A. Aivaliotis, Attorney-in-Fact  
2900 Dome Tower  
1625 Broadway  
Denver, CO 80202

*Ruth A. Aivaliotis*  
By: Ruth A. Aivaliotis, Attorney-in-Fact  
2900 Dome Tower  
1625 Broadway  
Denver, CO 80202

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

*Alma W. Lane*  
By: (Authorized Officer)  
Chief, Oil &  
Gas Section

44932

JUN 20 1983

(Title)

TEASSIGNEE



# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

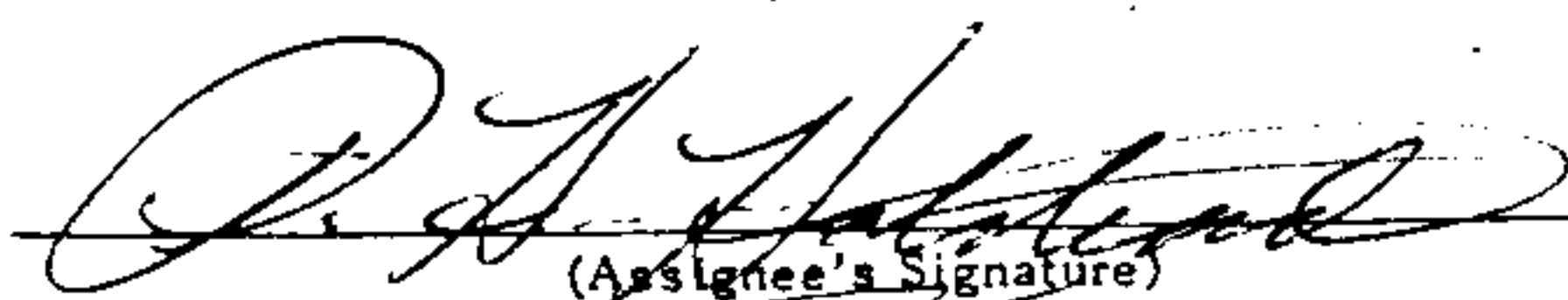
## A. ASSIGNEE CERTIFIES THAT

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 192150.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 5th day of May, 19 83.

  
(Assignee's Signature)

999 18th Street, Suite 3020

(Assignee's Address)

P.H. Halstead, Vice President  
PRIMARY FUELS, INC.

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

## INSTRUCTIONS

State of Colorado )  
 ) SS  
County of Arapahoe )

On this 5th day of May, 1983  
before me, personally appeared

P.H. Halstead

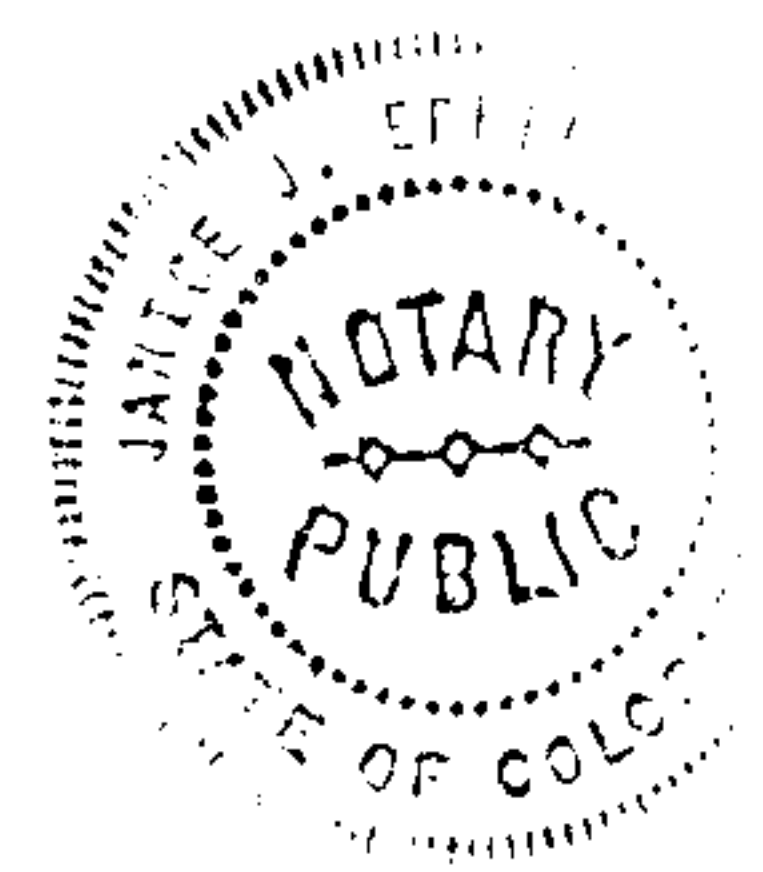
☒ personally known to me  
☐ proved to me on the basis of  
satisfactory evidence

to be the person ~~(s)~~ whose name(s) is  
subscribed to the within instrument as

Vice President

Primary Fuels, Inc. of  
and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

  
Notary Public



My Commission Expires May 13, 1987

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.



ACKNOWLEDGEMENT

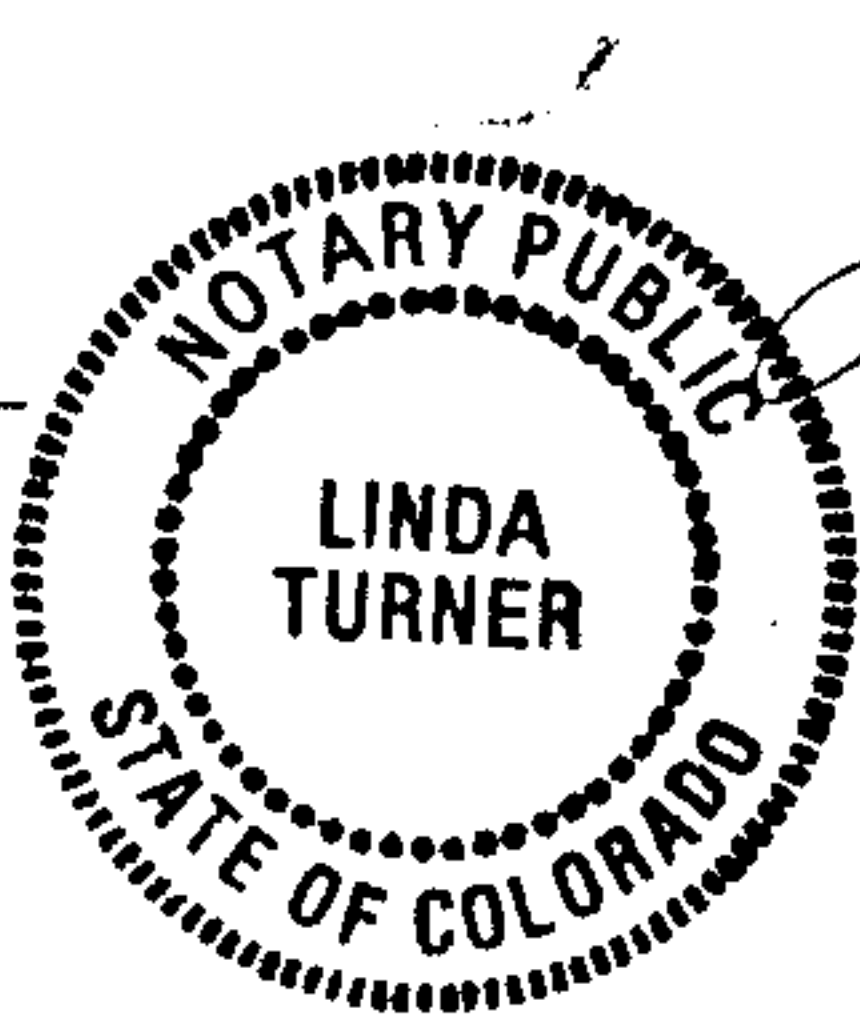
STATE OF COLORADO )  
 ) SS  
CITY AND COUNTY OF DENVER)

On this 31st day of March, 19 83, before me appeared Ruth A. Aivaliotis, to me personally known, who, being by me duly sworn, did say that she is Attorney-in-Fact for DOME PETROLEUM CORP., a North Dakota corporation, which corporation is Attorney-in-Fact for DOME 1980 INSTITUTIONAL INVESTORS LTD., a limited partnership, and that said instrument was signed by her as her free act and deed on behalf of the said DOME PETROLEUM CORP., and the said DOME 1980 INSTITUTIONAL INVESTORS LTD.

WITNESS my hand and official seal.

My Commission Expires:

May 3, 1986  
2900 Dome Tower  
1625 Broadway  
Denver, Colorado 80202



*Linda Turner*  
NOTARY PUBLIC

ACKNOWLEDGEMENT

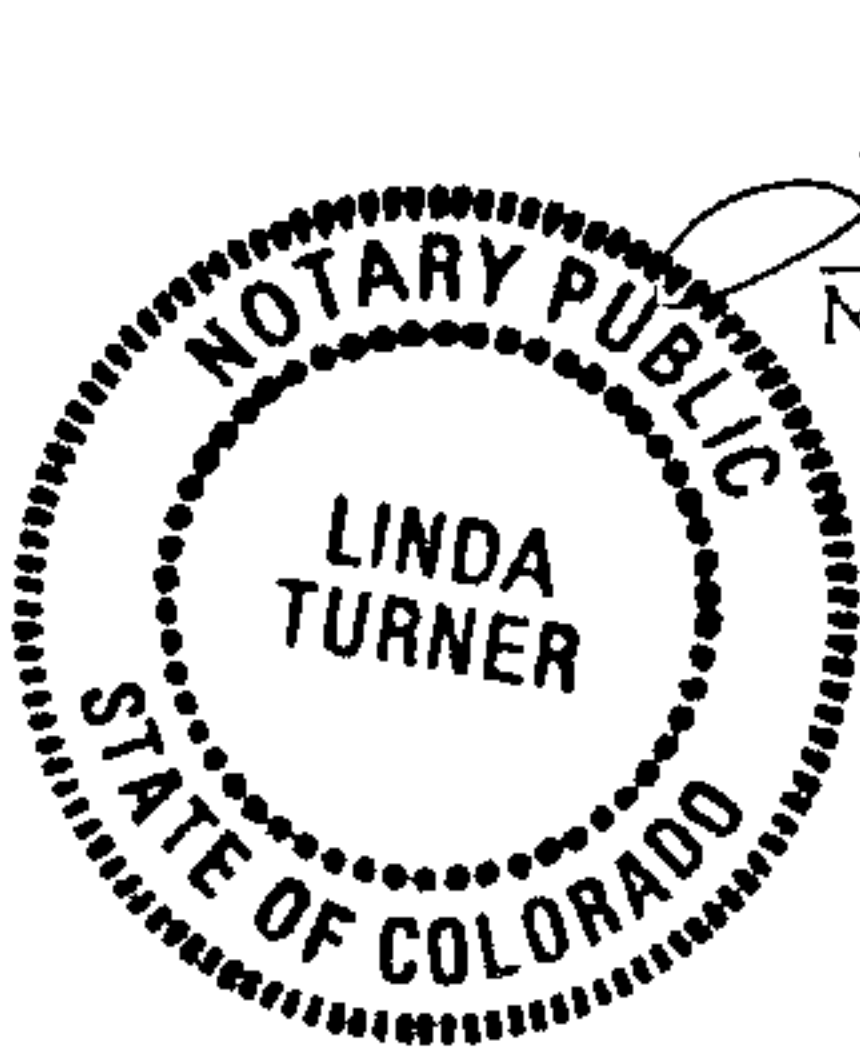
STATE OF COLORADO )  
 ) SS  
CITY AND COUNTY OF DENVER)

On this 31st day of March, 19 83, before me appeared Ruth A. Aivaliotis, to me personally known, who, being by me duly sworn, did say that she is Attorney-in-Fact for DOME PETROLEUM CORP., a North Dakota corporation, which corporation is Attorney-in-Fact for TCPL RESOURCES U.S.A., LTD., a Delaware corporation, and that said instrument was signed by her as her free act and deed on behalf of the said DOME PETROLEUM CORP., and the said TCPL RESOURCES U.S.A. LTD.

WITNESS my hand and official seal.

My Commission Expires:

May 3, 1986  
2900 Dome Tower  
1625 Broadway  
Denver, Colorado 80202



*Linda Turner*  
NOTARY PUBLIC

14  
RETURNED:  
MESA PETROLEUM CO.  
P. O. BOX 2009  
AMARILLO, TEXAS 79189

Form 3110-2  
(January 1978)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
OFFER TO LEASE AND  
LEASE FOR OIL AND GAS

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

Name Anne D. Leonard  
Street 5419 Prytania Street  
City New Orleans, LA 70115  
State  
Zip Code

W-74317  
(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 30 N, R 113 W, 6th Prin Mer  
Sec 6: Lots 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$ ,  
W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec 12: N $\frac{1}{2}$ NW $\frac{1}{4}$  ( Less Aprox 2.20 A  
in R/W E-024404)  
Sec 20: SW $\frac{1}{4}$

197502

RECORDED	August 16, 1983 8:00 AM
IN BOOK 69 Dist	PAGE 53
FEES \$14.00	Laird York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

U. S. Geological Survey reports lands  
in lease were not within a known  
Geologic Structure on FEB 2 1982

Containing a total of 525.17 acres Annual Rental \$ 526.00

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 Anne D. Leonard  
(Offeror/Lessee Signature)

(Title)

By L. R. Speltz  
(Signature of Signing Officer)

ACTING Chief, Oil &  
Gas Section

(Title)

FEB 11 1982

(Date)

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

January 22, 1982  
(Date Signed)

Effective date of lease: MAR 1 1982

FOR CLAIMANT



# LEASE TERMS

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

**Sec. 2. The lessee agrees:**

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

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

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

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amounts or value of production removed or sold from the 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 10 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

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

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

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

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

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

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

(e) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plans 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 plan showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor, of all wells drilled on the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) **Protection of surface, natural resources, and improvements.** The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts, and upon any 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 and 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.



This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

(1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures);

(2) implementation of alternative bidding systems authorized for the award of Federal leases;

(3) establishment of diligent requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);

(4) setting rates of production for Federal leases; and

(5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.

January 22, 1982  
Date

James R. Leonard  
Signature

WY 3100-91(Jan. 1981)



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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 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."

January 22, 1982  
Date

Anne D. Leonard  
Signature

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

"In order to protect important seasonal wildlife habitat, exploration, drilling, and other development activity will be allowed only during the period from May 15 to November 15. And in order to minimize watershed damage, exploration, drilling, and other development activity will only be allowed 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 Engineer/Geological Survey, with the concurrence of the District Manager/Bureau of Land Management."

January 22, 1982  
Date

Anne R. Leonard  
Signature



Form 3106-5  
November 1981  
**RETURN TO:**  
MESA PETROLEUM CO.  
P. O. BOX 2009  
MARILLO, TEXAS 79189

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-74317

Lease effective date

March 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name SEE ATTACHED RIDER

Address (include zip code) SEE ATTACHED RIDER

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

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 30 North, Range 113 West  
Sec. 6: Lots 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ,  
SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 12: NE $\frac{1}{4}$  (less approx. 2.20 acres  
in R/W E-024404)  
Sec. 20: SW $\frac{1}{4}$

Containing 525.17 acres more or less

Sublette County, Wyoming

197503

RECORDED August 16 1983 8:00 A.M.  
IN BOOK 69 D-22 PAGE 59  
FEES \$17.00 Laid Off  
COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Dorothy M. Kline

SAME LAND DESCRIPTION AS ITEM 2

- |   |           |
|---|-----------|
| 3. Specify interest or percent of assignor's record title interest being conveyed to assignee   | 100%      |
| 4. Specify interest or percent of record title interest being retained by assignor, if any  | -0-       |
| 5. Specify overriding royalty being reserved by assignor  | 5% of 8/8 |
| 6. Specify overriding royalty previously reserved or conveyed, if any   | -0-       |
| 7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. |           |

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

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

Executed this 3 day of MARCH, 1983.

Anne D. Leonard  
(Assignor's Signature)  
Anne D. Leonard, S.S. No. 434-52-5455

5419 Prytania Street  
(Assignor's Address)

Leon C. Leonard  
(Assignee's Signature)

New Orleans, LA 70115  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 Norma M. Lane  
(Authorized Officer)  
Chief, Oil & Gas Section  
JUL 26 1983

62006

(Title)

(Date)

ASSIGNEE'S COPY

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☒ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed 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 March, 19 83.

MTS LIMITED PARTNERSHIP

[Signature]  
Vice President (Assignee's Signature)  
Mesa Petroleum Co., General Partner

[Signature] P. O. Box 2009

(Assignee's Address)

ATTEST:

By: [Signature]  
Assistant Secretary

Amarillo

TX

79189

(City)

(State)

(Zip Code)

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

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.



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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 12 day of April

1983.

JOHN J. CHRISTMANN

SUITE 800 FIRST NATIONAL-PIONEER BLDG.

1500 BROADWAY

LUBBOCK, TEXAS 79401

(Assignee's Address)

(Assignee's Signature)

(City)

(State)

(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.



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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 11 day of March, 1983.

Terrence J. O'Leary  
(Assignee's Signature)

Box 66  
(Assignee's Address)

Paradise,  
(City)

Wyo.  
(State)

82841  
(Zip Code)

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# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
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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 20th day of April, 19 83.

Attest:

By:

*Dale Stice*

Dale Stice

Assistant Secretary

P O DRAWER 11050

(Assignee's Address)

MIDLAND

(City)

TX

(State)

79702

(Zip Code)

Glenn S. Brant

Executive Vice President

Flag-Redfern Oil Company

(Assignee's Signature)

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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 15th day of April, 1983.

*Sherman H. Nator*  
(Assignee's Signature)

606 Lubbock National Bank

(Assignee's Address)

Lubbock

TX

79401

(City)

(State)

(Zip Code)

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RIDER ATTACHED TO ASSIGNMENT DATED MARCH 3, 1983 OF LEASE NO. W-74317.

MTS Limited Partnership  
P. O. Box 2009  
Amarillo, Texas 79189

50.00000%

John J. Christmann  
1500 Broadway, Suite 800  
Lubbock, Texas 79401

15.00000%

Vernon T. Delgado  
c/o John J. Christmann  
1500 Broadway, Suite 800  
Lubbock, Texas 79401

15.00000%

Flag Redfern Oil Co.  
c/o John J. Christmann  
1500 Broadway, Suite 800  
Lubbock, Texas 79401

15.00000%

Sherman H. Norton and  
Ronda L. Norton as Joint  
Tenants and not as Tenants  
by the Entirety  
c/o John J. Christmann  
1500 Broadway, Suite 800  
Lubbock, Texas 79401

5.00000%

\*All notices and correspondence should be sent to MTS Limited Partnership.

STATE OF Louisiana  
COUNTY OF Orleans } ss.

The foregoing instrument was acknowledged before me this 3 day of MARCH, 1983 by ANNE D LEONARD & LEON C LEONARD.

Witness my hand and official seal.

(Seal)  
My Commission Expires: at death

John L. Delaney  
Notary Public

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 July, 1983, to be effective as of the first day of December, 1982.

ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC.

By: J. Thomas 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.

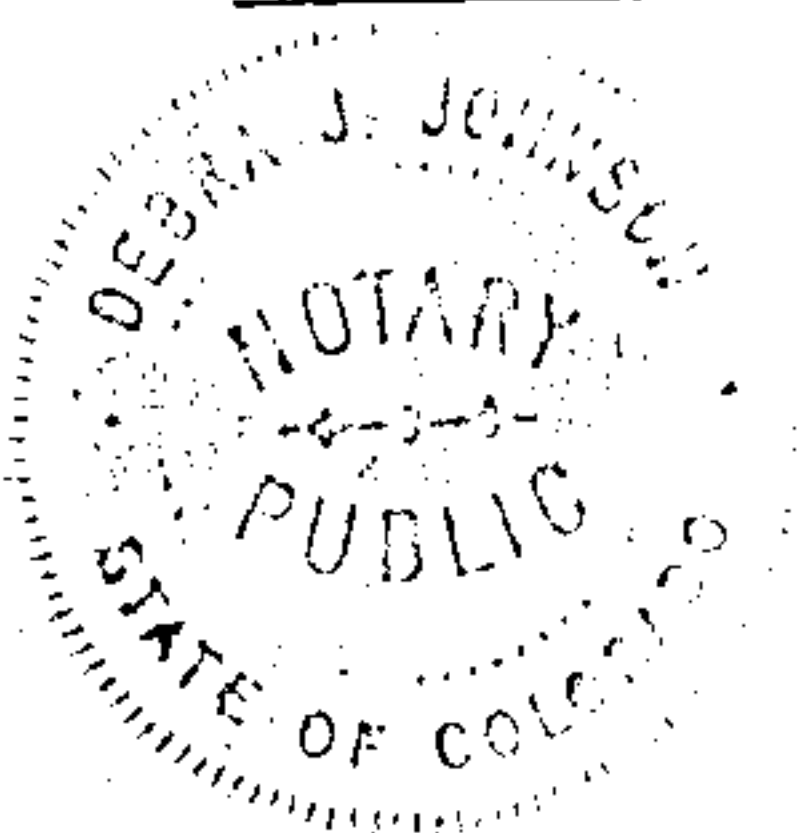
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of July, 1983

MY COMMISSION EXPIRES:

10-3-83

Debra J. Johnson  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

197575



Federal #10-32  
(WY-295)

RECORDED August 22 1983 8:00A M  
IN BOOK 69 OF 84 PAGE 66  
FEE \$ 6.00 Lain J. York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Debra J. Johnson

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 5th day of July, 1983, covering lands in Sublette County, Wyoming.

<u>LEASE NO.</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>DESCRIPTION</u>	<u>BOOK</u>
11173	USA W-63490	Superior Oil Company	6/1/78	Township 27 North, Range 111 West Section 32: Lot 2, NW/4, N/2SW/4	66



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTTRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

## PART I

1. Assignee's Name

SEE ATTACHED RIDER

Address (include zip code)

197576

RECORDED Aug 22 1982 8:00 AM  
IN BOOK 69 Dr J PAGE 68  
FEES 1925 Sublet County Clerk  
SUBLETTE COUNTY CLERK  
JED McArthurFORM APPROVED  
OMB NO. 1004-0034  
Expires: February 29, 1982

Lease Serial No.

W-78476

Lease effective date

March 1, 1975

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 9: N/2

Sublette County, Wyoming

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.

- |  |      |
|--|------|
| 3. Specify interest or percent of operating rights being conveyed to assignee  | 70%  |
| 4. Specify interest or percent 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 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 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 9th day of August, 1982.

TERRA RESOURCES, INC.

(Assignor's Signature)

P.O. Box 2500

(Assignor's Address)

F. H. Merelli, President

ATTEST:

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 OCT 1 1982

By

(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

DEC 28 1982

FOR ASSIGNMENT

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

## Patient

A. ASSIGNEE CERTIFIES 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 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.

John M. Williams  
(Assignee's Signature)

707 United Bank Tower, 1700 Broadway

(Assignee's Address)

(Assignee's Signature)  
American Quasar Petroleum Co. of  
New Mexico

F. W. McWilliams, Attorney-in-Fact

Denyer                      Colorado                      80290

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

STATE OF OKLAHOMA           )  
COUNTY OF TULSA         ) ss.

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: March 8, 1986

Notary Public

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-78476.

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% 15, 238, 15

MESA PETROLEUM CO.

P.O. Box 2009

Amarillo, Texas 79189-2009

JOHN J. CHRISTMANN

Suite 800

1500 Broadway

Lubbock, Texas 79401

FLAG REDFERN OIL COMPANY

P.O. Drawer 2280

Midland, Texas 79701

VERNON T. DELGADO

P.O. Box 66

Pinedale, Wyoming 82941

SHERMAN H. NORTON

606 Lubbock National Bank Bldg.

Lubbock, Texas 79401

1.85714% x 70% 1, 441, 53

5.57142% x 70% 1, 949, 17

5.57142% x 70% 1, 117, 42

5.57142% x 70% 1, 949, 17

35.19050% x 70% 12, 666, 75

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:

F. H. Merrell

DATED:

August 9, 1982



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

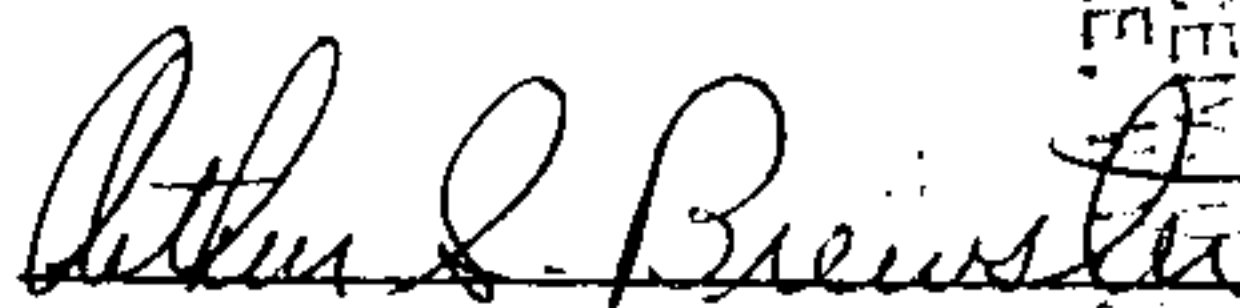
B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignmer is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 17th day of August

19 82

MESA PETROLEUM CO.



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

## PART II

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT 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 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 246,08 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 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 30<sup>th</sup> day of August

. 1982.

JOHN J. CHRISTMANN

*John J. Christmann*  
(Assignee's Signature)

RECEIVED  
CHEYENNE, WYOMING

1982 SEP 20 AM 10:30

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 the United States any false, fictitious, 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

RECEIVED  
1982 SEP 20  
CHEYENNE  
FEDERAL  
COMMISSION

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<sup>th</sup> day of August, 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.)



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

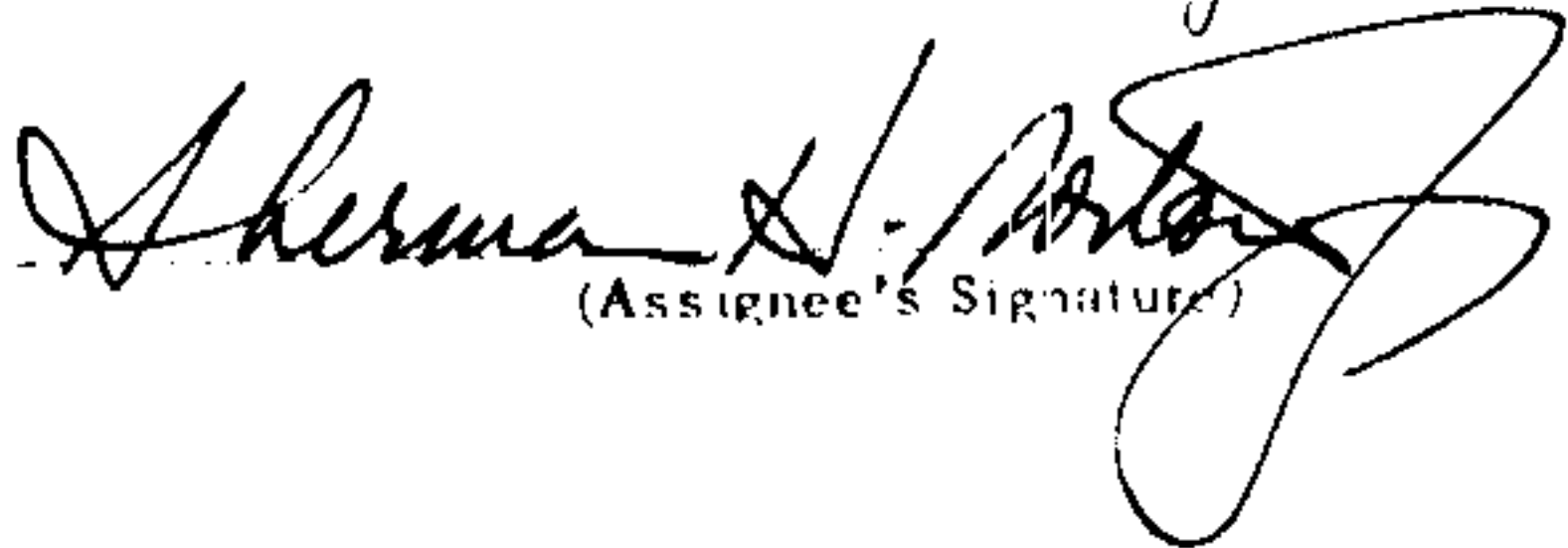
## A. ASSIGNEE CERTIFIES THAT

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 30<sup>th</sup> day of August, 1982.

  
(Assignee's Signature)

606 Lubbock National Bank Building  
(Assignee's Address)

Lubbock, TX  
(City) (State)

79401  
(Zip Code)

RECEIVED  
BUREAU OF LAND MANAGEMENT  
WASHINGTON, D.C.  
AUG 31 1982

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 the 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 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 assignee is approved by the Authorized Officer of the Bureau of Land Management.

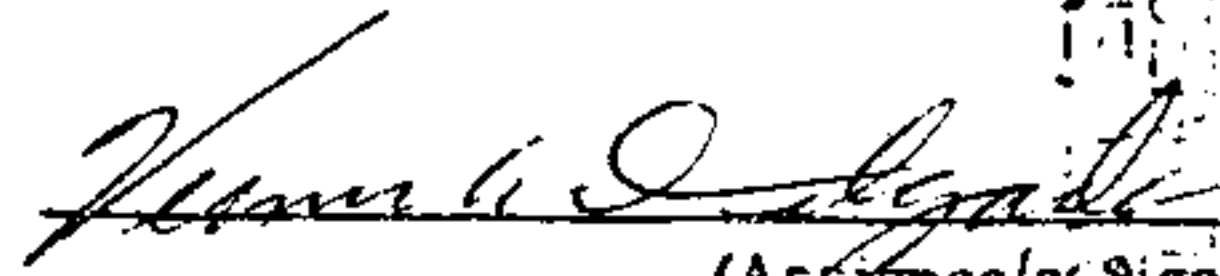
C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30<sup>th</sup> day of

August

, 1982.

VERNON T. DELGADO



(Assignee's Signature)

CHEYENNE

RECEIVED  
BUREAU OF LAND MANAGEMENT  
SEP 20 1982

P.O. Box 66, Pinedale, Wyoming 82941

(Address, include zip code)

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

Form 3106-14  
(October 1981)UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB NO. 1004-0034  
Expires: February 28, 1992TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASELease Serial No.  
W-54161Lease effective date  
April 1, 1976

## PART I

1. Assignee's Name

197577

SEE ATTACHED RIDER.

Address (include zip code)

RECORDED Aug 22, 1982 2:00 P.M.  
IN BOOK 691 D.R.S. PAGE 76  
FEES 19.25 Sublette County Clerk  
SUBLETTE COUNTY CLERK  
*John D. Smith, M.D.*

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 19: E/2

Sublette County, Wyoming

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.

- |   |      |
|---|------|
| 3. Specify interest or percent of operating rights being conveyed to assignee | 70%  |
| 4. Specify interest or percent 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 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.

*F. H. Merelli*  
F. H. Merelli, President

P.O. Box 2500

(Assignor's Address)

ATTEST:

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By

*Stella M. Lane*  
(Authorized Officer)Chief, Oil &  
Gas Section

DEC 28 1982

(Title) FOR ASSIGNMENT (Date) WYOM

NOTE: This form may be reproduced provided that copies are not reproductions on one sheet of both sides of the original form.



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

**A. ASSIGNEE CERTIFIES THAT**

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed 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 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.

(Assignee's Signature)

(Assignee's Address)

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

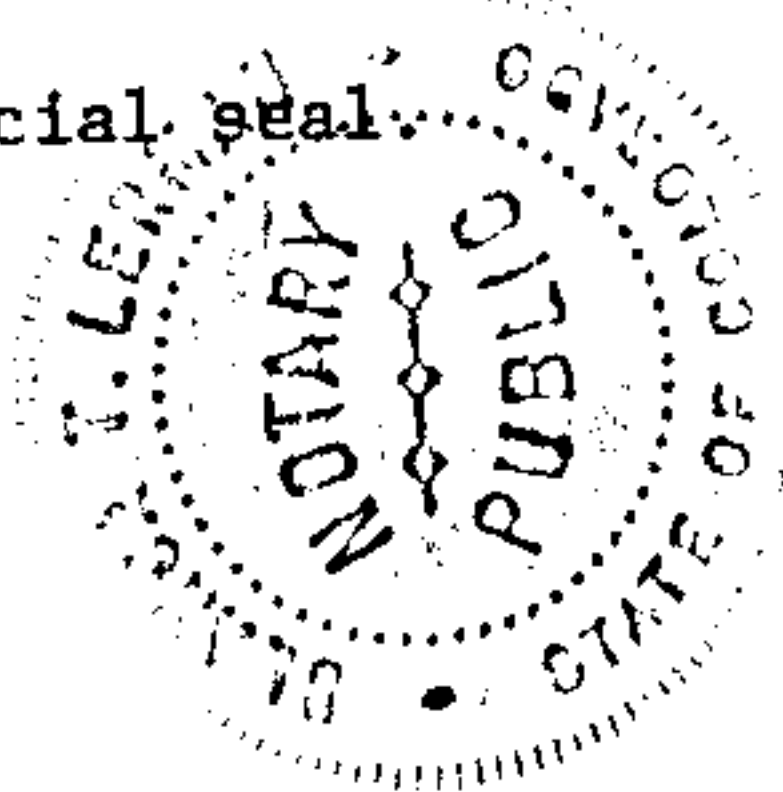
Denver Colorado 80290

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

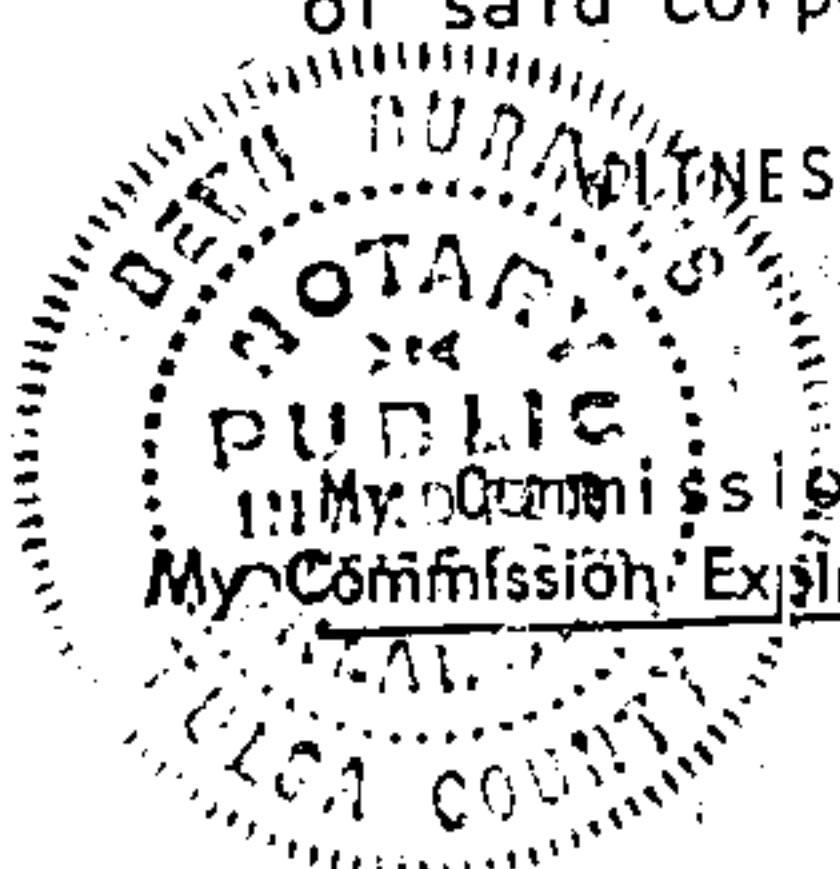
**NOTICE**

[illegible]

On this 9<sup>th</sup> 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 9<sup>th</sup> day of August, 1982.

Notary Public



78  
RIDER 35

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-54161.

<u>ASSIGNEES' NAME AND ADDRESS</u>	<u>PERCENTAGE</u>
✓ AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO 707 United Bank Tower 1700 Broadway Denver, Colorado 80290	45.23810% x 70% 15.83335
MESA PETROLEUM CO. P.O. Box 2009 Amarillo, Texas 79189-2009	36.19050% x 70% 12.66665
JOHN J. CHRISTMANN Suite 800 1500 Broadway Lubbock, Texas 79401	5.57142% x 70% 1.94997
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% 17
SHERMAN H. NORTON 606 Lubbock National Bank Bldg. Lubbock, Texas 79401	1.85714% x 70% 1.64999
	<hr/> 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

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 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 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

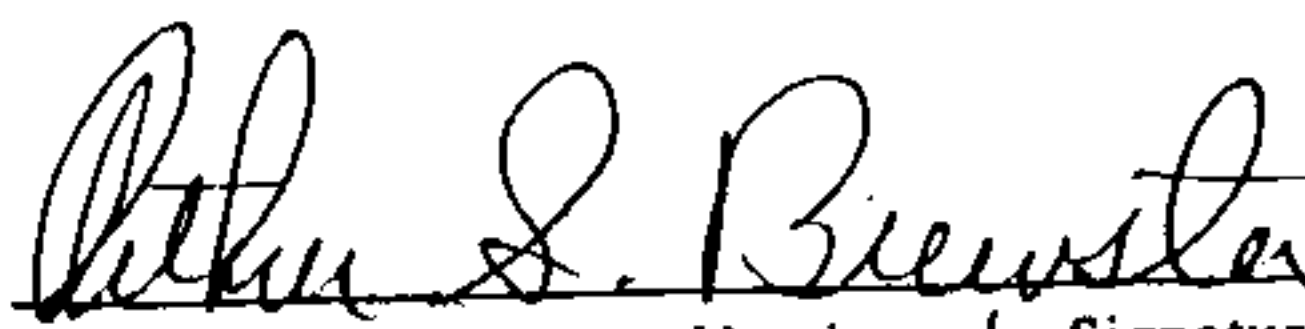
B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignmer is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 17th day of August

. 19 82

MESA PETROLEUM CO.



(Assignee's Signature)

Arthur S. Brewster, Attorney In Fact.

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

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT OPERATING RIGHTS

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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 30<sup>th</sup> day of August, 1982.

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

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT 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 the 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 246,000 chargeable 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 30<sup>th</sup> day of August

. 19 82.

VERNON T. DELGADO

  
(Assignee's Signature)

P.O. Box 66, Pinedale, Wyoming 82941

(Address, include zip code)

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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 \_\_\_\_\_ day of AUG 25 1982, 19\_\_\_\_



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

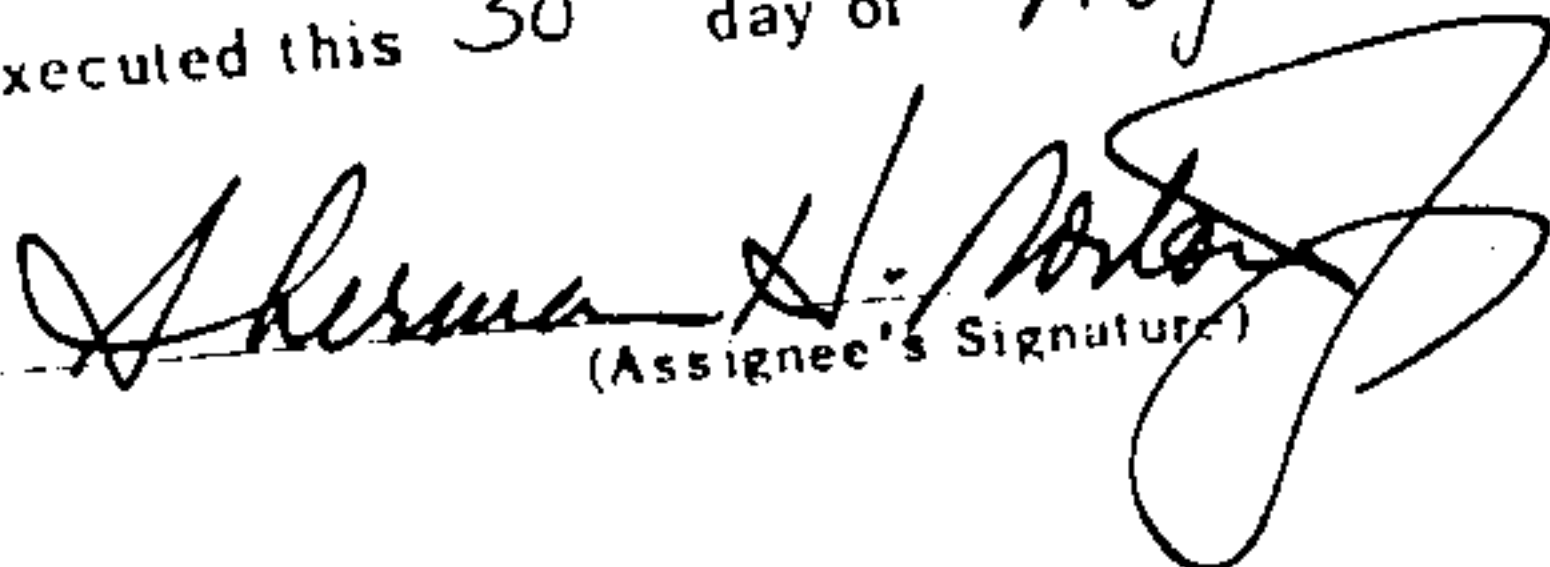
### A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation. If other 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 30<sup>th</sup> day of August, 1982.

  
(Assignee's Signature)

606 Lubbock National Bank Building  
(Assignee's Address)

Lubbock, TX  
(City) (State)

79401  
(Zip Code)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE  
PART IFORM APPROVED  
OMB NO. 42-R1599Serial No.  
W-59398

New Serial No.

197578

1. SEE ATTACHED RIDER.

RECORDED August 22 1983 8:00 A M  
IN BOOK 69 Over PAGE 84  
FEES \$ 19.25 Land Yak COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective (date) August 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 29 North, Range 114 West  
Section 18: NE/4

Sublette County, Wyoming

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) 6 1/2%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 9th day of August, 19 82.  
TERRA RESOURCES, INC.

P.O. Box 2500

(Assignor's Address)

F. H. Merelli, President

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 OCT 1 1982

By Thomas M. JMC

(Authorized Officer)

Chief, Oil &  
Gas Section

DEC 28 1982

(Title) FOR DATE

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation C-20899
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) Not the sole party in interest
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 15th day of September, 19 82

John S. McWilliam  
(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

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

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.

operating agreements.

6. A copy of the executed lease, out of which this assign-

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

On this 9<sup>th</sup> 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: March 8, 1986

Beth Burrows  
Notary Public

act on behalf of the corporation in such matters, and the percentage of voting stock and percentage of all stock owned by

separate statements and  
filed no later than fifteen (15) days after filing assignment.



86  
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-59398.

<u>ASSIGNEES' NAME AND ADDRESS</u>	<u>PERCENTAGE</u>
✓ 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. DELCADO 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%
	<div style="display: flex; justify-content: space-around; border-top: 1px solid black; margin-top: 10px;"> <span>100%</span> <span>70%</span> </div>

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

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PART II

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ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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A. ASSIGNEE CERTIFIES 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 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

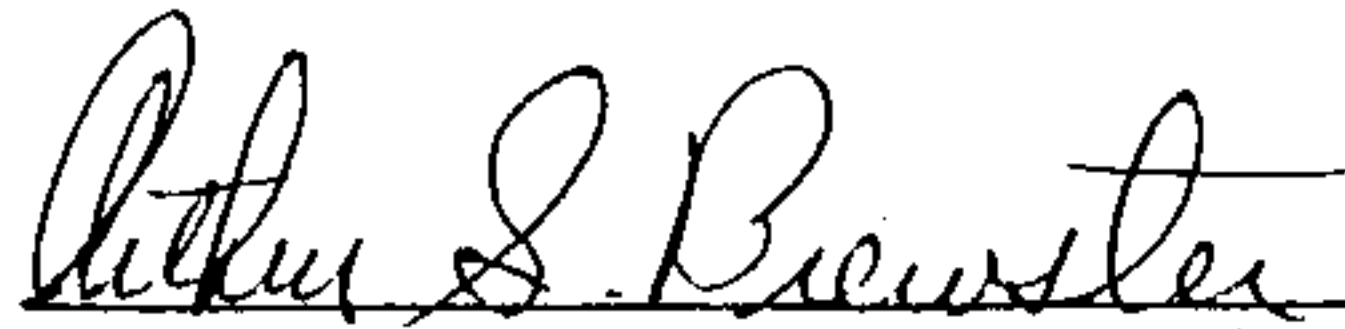
B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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 17<sup>th</sup> day of August

, 19 82

MESA PETROLEUM CO.



(Assignee's Signature)

Arthur S. Brewster, Attorney In Fact.

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

(Address, include zip code)

---

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---

## PART II

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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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 30<sup>th</sup> day of August

. 19 82.

JOHN J. CHRISTMANN

  
(Assignee's Signature)

Suite 800, 1500 Broadway  
Lubbock, Texas 79401

(Address, include zip code)

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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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 30<sup>th</sup> day of

August

, 19 82.

VERNON T. DELGADO

  
(Assignee's Signature)

P.O. Box 66, Pinedale, Wyoming 82941

(Address, include zip code)

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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 \_\_\_\_\_ day of AUG 25 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 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.)

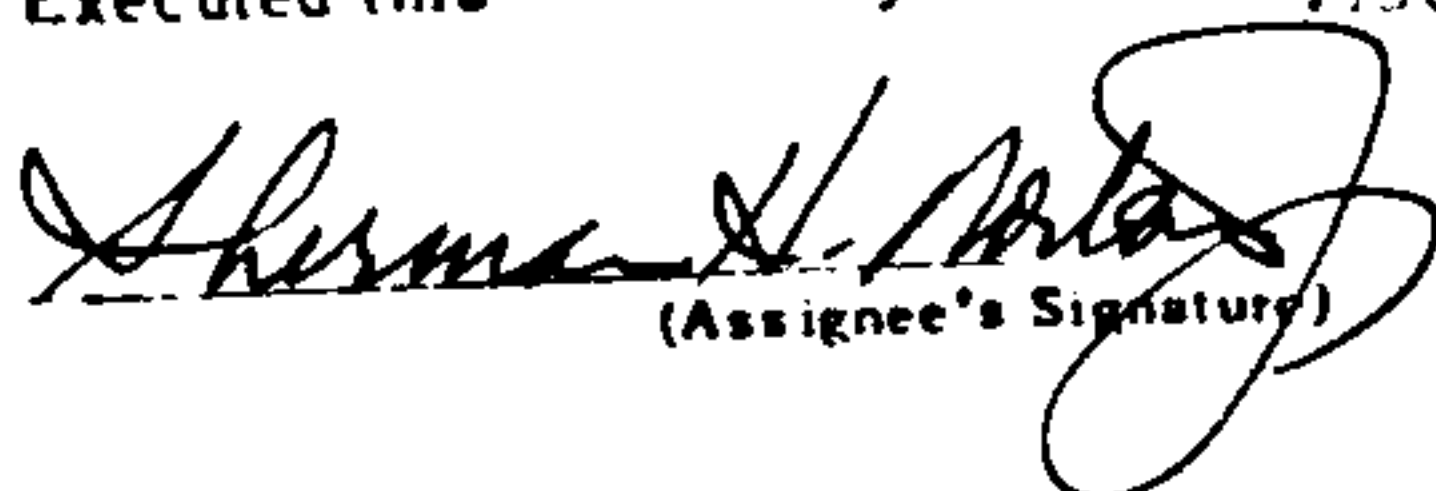
A. ASSIGNEE CERTIFIES THAT

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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 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 AUG 25 1982 . 19

  
(Assignee's Signature)

606 Lubbock National Bank Building  
(Assignee's Address)

Lubbock, TX 79401  
(City) (State) (Zip Code)



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB NO. 1004-0034  
Expires: February 28, 1982TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

PARTY: YENNE, WYOMING

Lease Serial No.

W-78475

Lease effective date

June 1, 1974

1. Assignee's Name

(See Attached Rider)

Address (include zip code)

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)

As to all depths in, to and under  
Township 29 North, Range 114 West, 6th P.M.  
Section 10: SW $\frac{1}{4}$

197579

Containing 160.00 acres, more or less

Sublette County, Wyoming

RECORDED August 27 1983 8:00 A M  
IN BOOK 69 OF 15 PAGE 92  
FEES \$10.50 Sublette County Clerk  
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee

100%

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

None

5. Specify overriding royalty interest being reserved by assignor

Per Farmout Option Agreement  
dated 8-24-79, ORRI convertible

5.0%

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

after payout to an undivided 50% WI

5.0%

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

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

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

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

Executed this 28th day of February, 1983.  
PACIFIC TRANSMISSION SUPPLY COMPANY

BY: [Signature]  
(Assignor's Signature)

245 Market Street  
7800 East Union Avenue, Suite 800  
San Francisco, California 94105  
Denver, Colorado 80237  
(City) (State) (Zip Code)

(Assignor's Address)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1983

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

JUN 29 1983

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are made in accordance with the provisions of 43 CFR 3101.2-3. Reproductions on one sheet of both sides are official.

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

**SIGNEE CERTIFIES THAT**

Assignee is over the age of majority  
 Assignee is a citizen of the United States  
 Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-20899.  
 Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.  
 Assignee ☐ is ☒ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).  
 A filing fee of \$25.00 is attached.

**SIGNEE AGREES** That, upon approval of this transfer of operating rights and/or operating agreement (sublease) the authorized 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 described 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).

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

dated this 2nd day of May, 1983.  
 American Gasar Petroleum Co. of New Mexico

1700 Broadway, Suite 707

(Assignee's Signature)

(Assignee's Address)

F. W. McWilliams, Attorney-in-Fact

Denver,

Colorado

80290

(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**

*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.

*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

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.

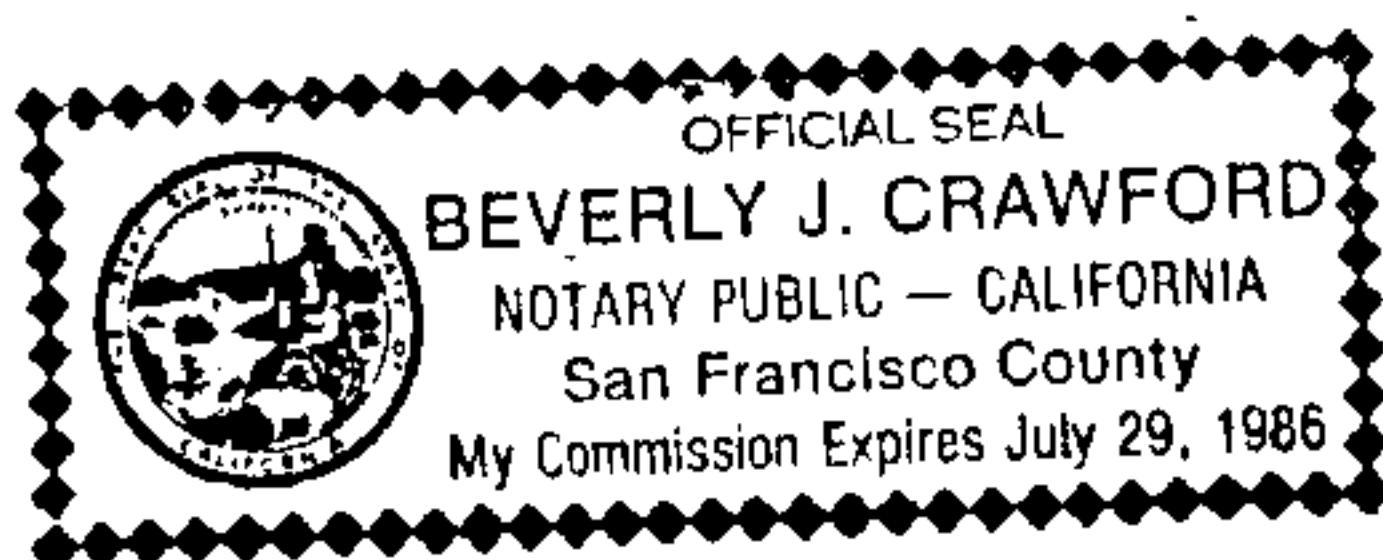
4. *Statement of Interest of Other Parties* - If assignee is not the sole party in interest in the assignment, assignee or transferee must submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested must submit.

STATE OF CALIFORNIA )

CITY AND COUNTY OF SAN FRANCISCO ) ss.

ON THIS 28th day of February, 1983, before me, Beverly J. Crawford, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/       subscribed the name of said company thereto as principal, and his/       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.



Beverly J. Crawford  
 Notary Public in and for said  
 City, County and State



## 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 5th day of May, 1983.  
Mesa Petroleum Co.

By: Robert W. King (Assignee's Signature)  
Vice President

P. O. Box 2009

(Assignee's Address)

ATTEST: Dora M. Jennings  
Assistant Secretary

Amarillo

TX

79189

(City)

(State)

(Zip Code)

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

## 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

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

Rider Attached to Assignment dated February 28, 1983, of Lease #W-78475.

✓ American Quasar Petroleum Co. of New Mexico  
1700 Broadway  
Suite 707  
Denver, Colorado 80290

50%

Mesa Petroleum Co.  
P.O. Box 2009  
Amarillo, Texas 79189

40%

John J. Christmann  
1500 Broadway  
Suite 800  
Lubbock, Texas 79401

10%

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 ☒ Individual ☐ Municipality ☐ Association ☐ Corporation. If other 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 310.6).
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 310.4.2).

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

Executed this 16 day of May, 1983.

John J. Christmann  
(Assignee's Signature)

(Assignee's Address)

JOHN J. CHRISTMANN  
SUITE 800 FIRST NATIONAL-PIONEER BLDG.  
1500 BROADWAY  
LUBBOCK, TEXAS 79401

(City)

(State)

(Zip Code)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-45261

Lease effective date

June 1, 1974

PART I

1. Assignee's Name

(See Attached Rider)

Address (include zip code)

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)

As to all depths in, to and under

197580

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

Section 14: W $\frac{1}{2}$

Containing 320.00 acres, more or less

Sublette County, Wyoming

RECORDED August 22 1983 8:00 AM  
IN BOOK 69 D&S PAGE 96  
FEES \$10.50 LAND YAK COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Lurie*

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

None

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

5.0%

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

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

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

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

Executed this 28th day of February, 19 83.  
Pacific Transmission Supply Company

BY: *[Signature]*  
(Assignor's Signature)

245 Market Street  
~~7800 East Union Avenue, Suite 800~~  
(Assignor's Address)

San Francisco, California 94105  
~~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 UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1983

By: *[Signature]*  
(Authorized Officer)

Chief, Oil &  
Gas Section

JUN 29 1983

(Title)

(Date)

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

## ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed 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.

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

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

Executed this 2nd day of May, 1983  
American Quasar Petroleum Co. of New Mexico

P. W. McWilliams  
(Assignee's Signature)  
P. W. McWilliams, Attorney-in-Fact

1700 Broadway, Suite 707  
(Assignee's Address)

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

RECEIVED  
MAY 25 AM 9:30  
JENNIE, WYOMING

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

*Filing and Number of Copies* - File three(3) completed and annually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee must accompany this

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

STATE OF CALIFORNIA )

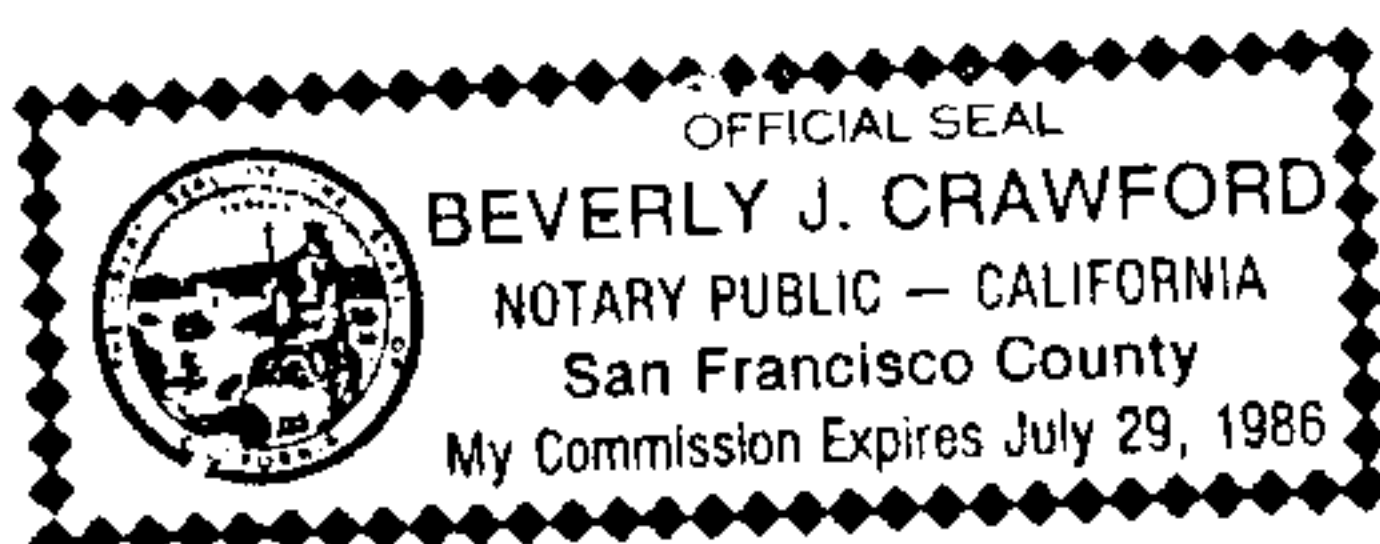
) ss.

CITY AND COUNTY OF SAN FRANCISCO )

ON THIS 28th day of February, 1983, before me,  
Beverly J. Crawford, a Notary Public in and for said City,  
County and State, residing therein, duly commissioned and sworn, personally appeared  
H. G. Culp, personally known to me (or proved to

me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/ subscribed the name of said company thereto as principal, and his/ 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.



Beverly J. Crawford  
Notary Public in and for said  
City, County and State



A. ASSIGNEE CERTIFIES 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 not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as 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 5th day of May, 1983.

Mesa Petroleum Co.

By: *[Signature]*  
(Assignee's Signature)  
Robert W. King, Vice President

ATTEST: *[Signature]*  
Assistant Secretary

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

INSTRUCTIONS

1. Use of Form - Use only for assignment of record title in-  
terests in oil and gas leases. If more than one assignment is submitted, at the time assignment is filed, a signed statement giving the names of all other parties who will have an

Rider Attached to Assignment dated February 28, 1983, of Lease #W-45261.

American Quasar Petroleum Co. of New Mexico

1700 Broadway  
Suite 707  
Denver, Colorado 80290

Mesa Petroleum Co.

P.O. Box 2009  
Amarillo, Texas 79189

John J. Christmann

1500 Broadway  
Suite 800

Lubbock, Texas 79401

100%

10%

40%

50%

PART II

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

1983 MAY 25 AM 9:30

A. ASSIGNEE CERTIFIES 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, ☐ Partnership, ☐ Joint Venture, ☐ Other 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 16 day of May, 1983.

  
(Assignee's Signature)

JOHN J. CHRISTMANN (Assignee's Address)  
SUITE 800 FIRST NATIONAL-PIONEER BLDG.  
1500 BROADWAY  
LUBBOCK, TEXAS 79401

(City)

(State)

(Zip Code)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

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

PART I CHEYENNE, WYOMING

1. Assignee's Name

(See attached Rider)

Address (include zip code)

Lease Serial No.  
W-78475

Lease effective date  
June 1, 1974

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)

As to all depths in, to and under  
Township 29 North, Range 114 West, 6th P.M.  
Section 10: N $\frac{1}{2}$ , SE $\frac{1}{4}$   
Section 15: E $\frac{1}{2}$

Containing 800.00 acres, more or less

Sublette County, Wyoming

197531

RECORDED August 22 1983 8:00 AM  
IN BOOK 69 DEED PAGE 100  
FEES \$10.50 LINDA YAK COUNTY CLERK  
SUBLETTE COUNTY, RINEDALE, WYOMING

- |   |      |
|---|------|
| 3. Specify interest or percent of operating rights being conveyed to assignee | 50%  |
| 4. Specify interest or percent of operating rights being retained by assignor | 50%  |
| 5. Specify overriding royalty interest being reserved by assignor             | None |
| 6. Specify overriding royalty previously reserved or conveyed, if any         | 5.0% |
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.
8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

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

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

Executed this 28th day of February = , 19 83.  
PACIFIC TRANSMISSION SUPPLY COMPANY

BY: [Signature]  
(Assignor's Signature)

245 Market Street  
7800 East Union Avenue, Suite 800  
San Francisco, California 94105  
Denver, Colorado 80237  
(City) (State) (Zip Code)

(Assignor's Address)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1983

By: [Signature]  
(Authorized Officer)

Chief, Oil &  
Gas Section

JUN 29 1983

(Title)

(Date)



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

## ASSIGNEE CERTIFIES THAT

- Assignee is over the age of majority
- Assignee is a citizen of the United States
- Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-20899.
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- A filing fee of \$25.00 is attached.

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

dated this 2nd day of May, 1983.  
American Quasar Petroleum Co. of New Mexico

*[Signature]*

1700 Broadway, Suite 707

(Assignee's Signature)

(Assignee's Address)

F. W. McWilliams, Attorney-in-Fact

Denver,

Colorado

80290

(City)

(State)

(Zip Code)

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## INSTRUCTIONS

*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.

*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

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

STATE OF CALIFORNIA

)  
) ss.

CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 28th day of February, 1983, before me, Beverly J. Crawford, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/       subscribed the name of said company thereto as principal, and his/       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.



*[Signature]*  
Notary Public in and for said  
City, County and State

## PART II

W-78475

## 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 5th day of May, 1983.  
Mesa Petroleum Co.

By: Robert W. King  
(Assignee's Signature)  
Robert W. King, Vice President

P. O. Box 2009

(Assignee's Address)

ATTEST:

Dora M. Jennings  
Assistant Secretary

Amarillo

TX

79189

(City)

(State)

(Zip Code)

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

## INSTRUCTIONS

1. Use of Form - Use only for assignment of record title interest in oil 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

Rider Attached to Assignment dated February 28, 1983, of Lease #W-78475.

✓ American Quasar Petroleum Co. of New Mexico  
1700 Broadway  
Suite 707  
Denver, Colorado 80290

50%

Mesa Petroleum Co.  
P.O. Box 2009  
Amarillo, Texas 79189

40%

John J. Christmann  
1500 Broadway  
Suite 800  
Lubbock, Texas 79401

10%

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 ☒ Individual ☐ Municipality ☐ Association ☐ Corporation. If other 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 16 day of May, 1983.

  
(Assignee's Signature)

JOHN J. CHRISTMANN  
SUITE 800 FIRST NATIONAL-PIONEER BLDG.  
1500 BROADWAY  
LUBBOCK, TEXAS 79401

(City)

(State)

(Zip Code)



Form 3106-14  
(October 1981)UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB NO. 1004-0034  
Expires: February 28, 1982TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.

W-59398

Lease effective date

August 1, 1977

PART I

1. Assignee's Name

197582

SEE ATTACHED RIDER

Address (include zip code)

RECORDED August 22, 1983 8:00 A.M.  
IN BOOK 69 Over PAGE 104  
FEES \$9.25 Sublette County Clerk  
SUBLETTE COUNTY CLERK  
By Dorothy M. Lewis

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 20: All

Sublette County, Wyoming

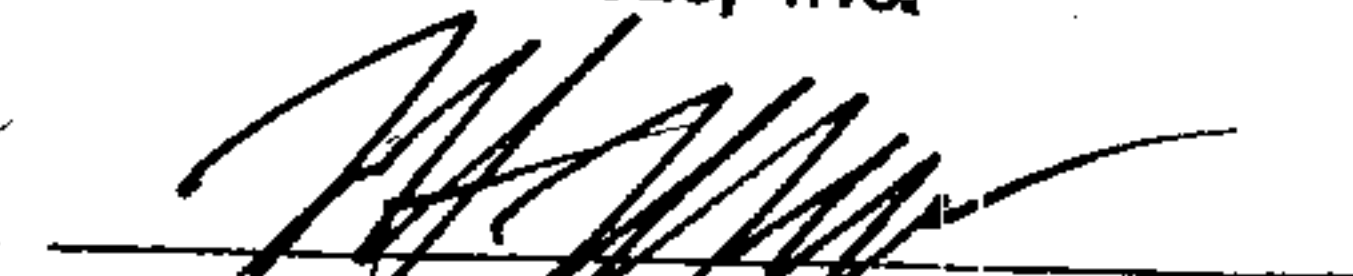
Insofar and only insofar as the operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as that certain stratigraphic horizon found at 9340' on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 of Section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

- |  |        |
|--|--------|
| 3. Specify interest or percent of operating rights being conveyed to assignee  | 70%    |
| 4. Specify interest or percent 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  | 6 1/2% |
| 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 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 9th day of August, 1982.  
JERRA RESOURCES, INC.

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

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 effective OCT 1 1982

By

  
(Authorized Officer)Chief, Oil &  
Gas Section

DEC 28 1982

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

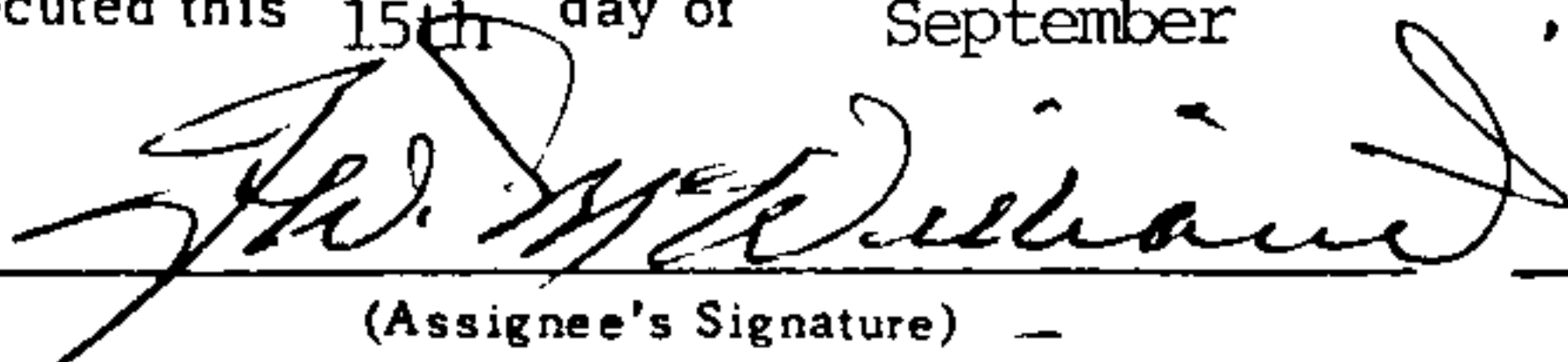
## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed 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 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.

  
(Assignee's Signature)

707 United Bank Tower, 1700 Broadway

(Assignee's Address)

American Quasar Petroleum Co. of  
New Mexico

F. W. McWilliams, Attorney-in-Fact

Denver

Colorado

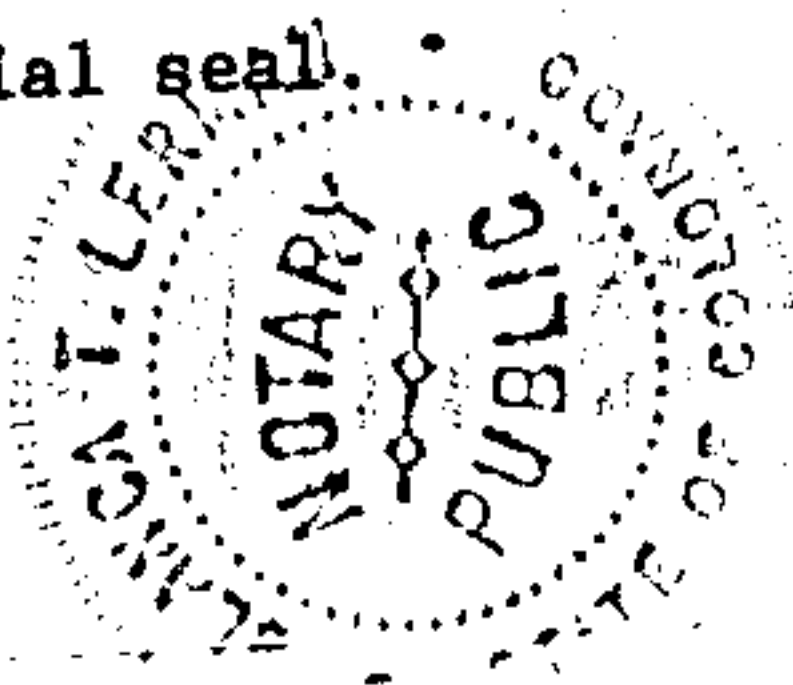
80290


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



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

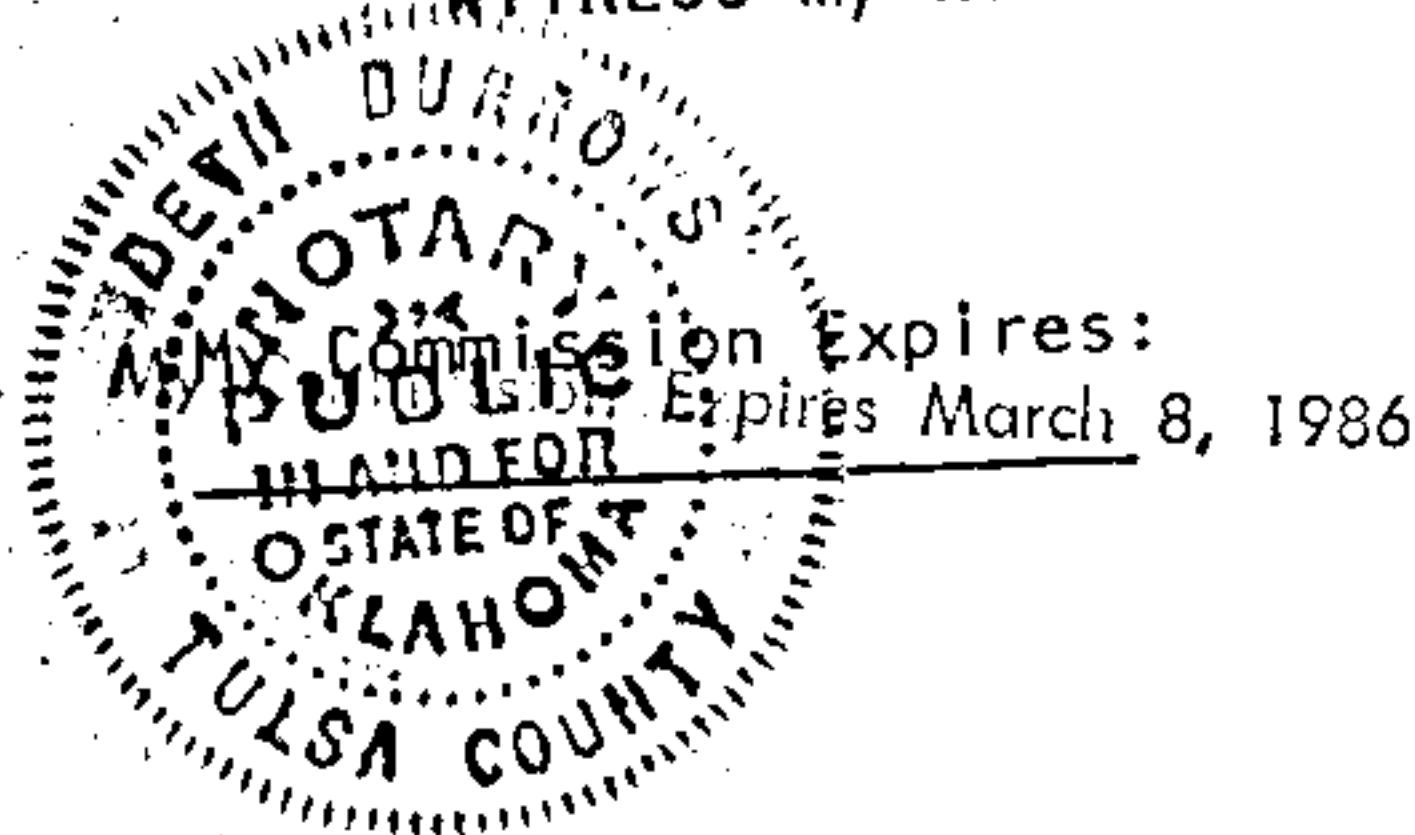
NOTICE

STATE OF OKLAHOMA )  
                                  ) ss.  
COUNTY OF TULSA )

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

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

  
Notary Public



# RIDER

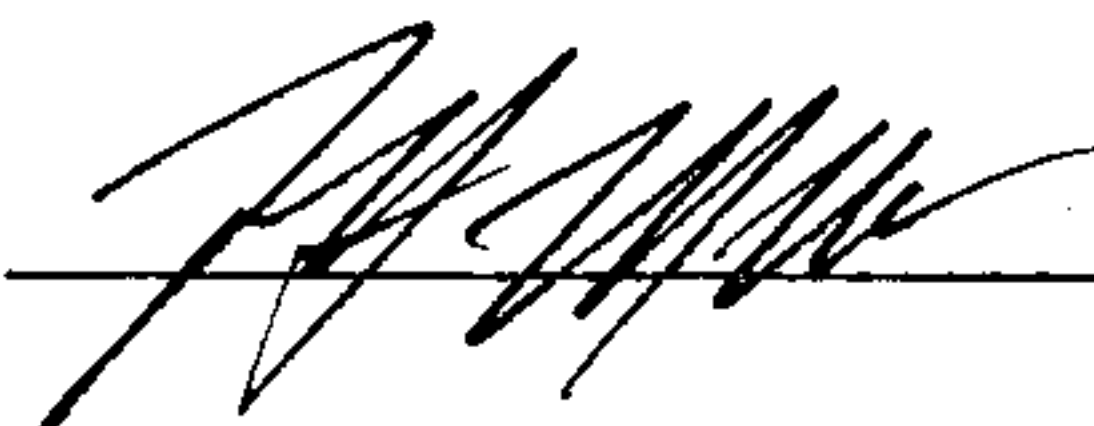
Attached to and made a part of the Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease by and between TERRA RESOURCES, INC., as Assignor, and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, et al, as Assignees, for Federal Lease W-59398.

<u>ASSIGNEES' NAME AND ADDRESS</u>	<u>PERCENTAGE</u>
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%
	<hr/>
	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



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

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

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

Executed this 17th day of August, 19 82

MESA PETROLEUM CO.



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

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PART II

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ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT OPERATING RIGHTS

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A. ASSIGNEE CERTIFIES 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 the assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$25 is attached (*see Item 2 of General Instructions*)
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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 30<sup>th</sup> day of August, 1982.

JOHN J. CHRISTMANN

  
(Assignee's Signature)

Suite 800, 1500 Broadway  
Lubbock, Texas 79401

(Address, include zip code)

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

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT OPERATING RIGHTS

A. ASSIGNEE CERTIFIES THAT

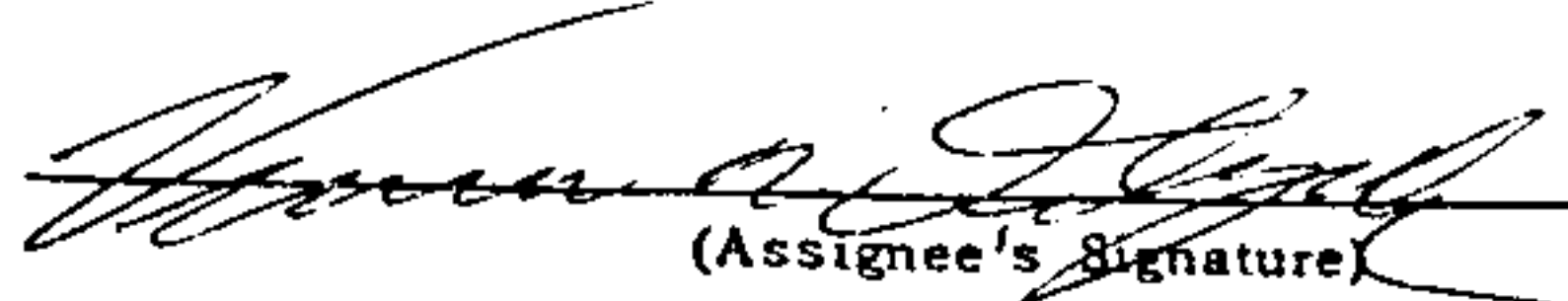
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☒ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in the assignment must be furnished 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 246,000 chargeable 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 30<sup>th</sup> 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 the United States any false, fictitious, 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 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 25 1982, 19\_\_\_\_



\_\_\_\_\_  
Deputy Secy, Asst. Secretary

FLAG-REDFERN OIL COMPANY

\_\_\_\_\_  
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.)

## 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

AUG 25 1982, 19

  
(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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 42-R1599

Serial No.

W 67196

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE  
PART I

197583

American Quasar Petroleum Co.  
of New Mexico  
707 United Bank Tower  
1700 Broadway  
Denver, Colorado 80290

RECORDED August 22 1983 8:00 PM  
IN BOOK 69 Over PAGE 112  
FEES \$8.00 Land & Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Deborah M. Stinson

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) April 1, 1979, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.  
Section 1: All  
Section 2: All  
Section 11: E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$   
Section 14: S $\frac{1}{2}$ , NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$

Containing 2320 acres more or less in Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 50%

4. What part of the record title interest is being retained by assignor(s)? 50%

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 4%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$  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 23 day of June, 1980

John J. Christmann  
(Assignor's Signature)  
John J. Christmann

Suite 800, 1500 Broadway  
(Assignor's Address)

Lubbock, Texas 79401  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective SEP 1 1980

By Harold G. Stinson  
(Authorized Officer)

Chief, Br. of Lands &  
Minerals Operations  
(Title)

DEC 4 1980  
(Date)

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

Claimant



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.

C. IT IS HEREBY CERTIFIED That the statements 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

By:

(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: Wyoming

COUNTY OF: Sublette

the foregoing instrument was acknowledged before me  
this 23<sup>rd</sup> day of June, 1980, by John J. Christmann

Witness my hand and official seal.

mission expires:

Notary Public

scribe in an accompanying statement any overriding | by assignor.

## SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

## PART :

**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 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 (15) days after filing assignment.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Serial No. W-67196

A. ASSIGNEE CERTIFIES THAT:

1. Assignee is over 21 years of age.
2. Assignee is a citizen of the United States.
3. Assignee is a Corporation (Corporate qualifications filed under W-56943).
4. Assignee is        is not X \* the sole party in interest in this assignment. (\*See separate statement(s) attached hereto.)
5. Filing fee of \$25.00 is attached.
6. Assignee's interest, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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 are made in good faith.

EXECUTED this 28th day of July, 1980.

AMERICAN QUASAR PETROLEUM CO.  
OF NEW MEXICO

ATTEST:

Pat Weber  
Assistant Secretary

By James H. Dickson  
James H. Dickson, Vice President

707 United Bank Tower  
1700 Broadway  
Denver, Colorado 80290

REASSIGNMENT CLAUSE

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

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

Lease Serial No.

W 56739

Lease effective date

December 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

American Quasar Petroleum Co.

Address (include zip code)

707 United Bank Tower

1700 Broadway, Denver, CO 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

Insofar and only insofar as lease covers  
the following lands:

T30N R114W

Sec. 31: Lots 1, 2, 3, 4, W/2 E/2

32: All

197584

961.68 A

Sublette County, Wyoming

RECORDED August 27 1983 8:00 PM  
IN BOOK 69 OVER PAGE 115  
FEES \$8.00 Sand Yak COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

SAME LAND DESCRIPTION AS ITEM 2

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

34.7542%

4. Specify interest or percent of record title interest being retained by assignor, if any

65.2458%

5. Specify overriding royalty being reserved by assignor

None

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

6.2500%

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

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

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

Executed this 16 day of November, 19 81.

MESA PETROLEUM CO.

Vice President (Assignor's Signature)

P. O. Box 2009

(Assignor's Address)

ATTEST:

By: [Signature] Assistant Secretary

Amarillo

TX

79189

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective FEB 1 1982

By

(Authorized Officer)

Chief, Oil &  
Gas Section

APR 26 1982

(Title)

(Date)

FOR ASSIGNER



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-20899.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☒ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

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

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

Executed this 7th day of January, 1982.

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

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

STATE OF Texas I

COUNTY OF Potter I

The foregoing instrument was acknowledged before me this 16 day of November, 1981, by J. K. LARSEN, Vice President of MESA PETROLEUM CO., a Delaware corporation.

WITNESS my hand and official seal.

My Commission Expires:  
11-30-84

Edna Jackson  
Notary Public

Edna Jackson

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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SEPARATE STATEMENT UNDER  
43 CFR 3106.1-4

The undersigned state:

1. CAN-AM DRILLING PROGRAMS 1979-2 Limited Partnership  
79-2 (herein CADP 79-2) is the owner of an undivided 50.00 % interest  
in the interest acquired by American Quasar Petroleum Co. of New Mexico (herein  
AQPNM) in United States Oil and Gas Lease W-56739.
2. AQPNM holds the record title to such interest as nominee for and  
subject to the rights of CADP 79-2.
3. The agreement between AQPNM and CADP 79-2 relating to the  
interests in the United States oil and gas leases held as nominee for CADP 79-2  
is written. A true copy of such agreement has been filed in File No. C-20899  
in the Colorado State Office of the Bureau of Land Management.
4. The several interests of AQPNM and CADP 79-2 in oil and  
gas leases, applications and offers therefor and options do not exceed the  
limitations of 43 CFR 3102.1.
5. Each of the parties to this statement are qualified to hold oil  
and gas leases from the United States and interests therein. Evidence of such  
qualification for AQPNM appears in File No. C-20899 of the Colorado  
State Office and for CADP 79-2 in File No. C-20899 in the Colorado State  
Office.

AMERICAN QUASAR PETROLEUM CO. OF  
NEW MEXICO

ATTEST:

Mary A. Bane  
Assistant Secretary

By: James H. Dickson  
James H. Dickson, Vice President

CAN-AM DRILLING PROGRAMS  
LIMITED PARTNERSHIP

By CAN-AM DRILLING PROGRAMS, INC.  
Managing General Partner

ATTEST:

Rich D. Bane

By: Al Cohen  
Al Cohen, Executive Vice President

REASSIGNMENT RIDER

Assignee agrees that prior to its surrender or relinquishment of its interest in said Lease as to all or any part of the land included in this Assignment, Assignee will give Assignor notice of its intention so to do by mailing notice to Assignor at the address of Assignor set out on this Assignment at least 30 days before the next rental due date of said Lease, and if requested by Assignor within 15 days after receipt of said notice, Assignee will assign to Assignor, without warranty of title, express or implied, its then interest in said Lease as to the land described in said notice, the provisions of this rider, however, being subject to the following conditions: (1) Failure of Assignee to actually and timely receive written notice of Assignor's election shall be conclusively deemed an election by Assignor not to exercise Assignor's right to assignment hereunder, and in such event Assignee shall be free, as to the land described in said notice, to relinquish said Lease or let the same expire by non-payment of the rental; (2) There shall be no liability on the part of Assignee for any failure to comply with the terms hereof; and (3) in the event Assignee from time to time assigns this Lease in whole or in part, Assignee shall have no further duty, obligation or liability hereunder as to the interest and land assigned, Assignee agreeing, however, to advise its Assignee of the provisions hereof.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTOMB NO. 1010-0185  
Expires: Aug 1985TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.

W-73779

Lease effective date

May 1, 1967

PART I

AUG -1 AM 9:30

Assignee's Name

PRIMARY FUELS, INC.

WYOMING  
CHEYENNE, WYOMING

Address (include zip code)

P. O. Box 569  
Houston, TX 77201

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.

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

\*\* Tr. I: 12.890625% Tr. II: 20.703125%  
Township 27 North, Range 109 West, 6th P.M.

Tr. I: Section 7: Lots 1,2, E $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ Tr. II: Section 7: Lots 3,4, E $\frac{1}{2}$ SW $\frac{1}{4}$ 

Containing 587.68 acres, more or less

Sublette County, Wyoming

197591

RECORDED Aug 22 1983 3:00 PM  
IN BOOK 69 OWS PAGE 118  
FEES \$8.00 Land Use  
COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

D. Dorothy M. Thorne

	TRACT I	TRACT II
3. Specify <del>in excess of</del> percent of operating rights being conveyed to assignee	7.734375%	12.421875%
4. Specify <del>in excess of</del> percent of operating rights being retained by assignor	5.15625%	8.28125%
5. Specify overriding royalty interest being reserved by assignor	None	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.3%*	6.3%*
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.		

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983

DAVIS OIL COMPANY, a Partnership

(Assignor's Signature)

Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400

(Assignor's Address)

Denver, CO 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5717-2

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



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PART II

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

- A. ASSIGNEE CERTIFIES THAT 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 28th day of July, 19 83  
Primary Fuels, Inc.

(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020

(Assignee's Address)

Denver, CO

(City)

(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.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No.W-73779.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT I SHALL BEAR A FULL BURDEN OF .678923% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT II SHALL BEAR A FULL BURDEN OF .983564% AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burdens set out herein shall not be reduced by the Operating Rights Interests conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Joe W. Hensel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

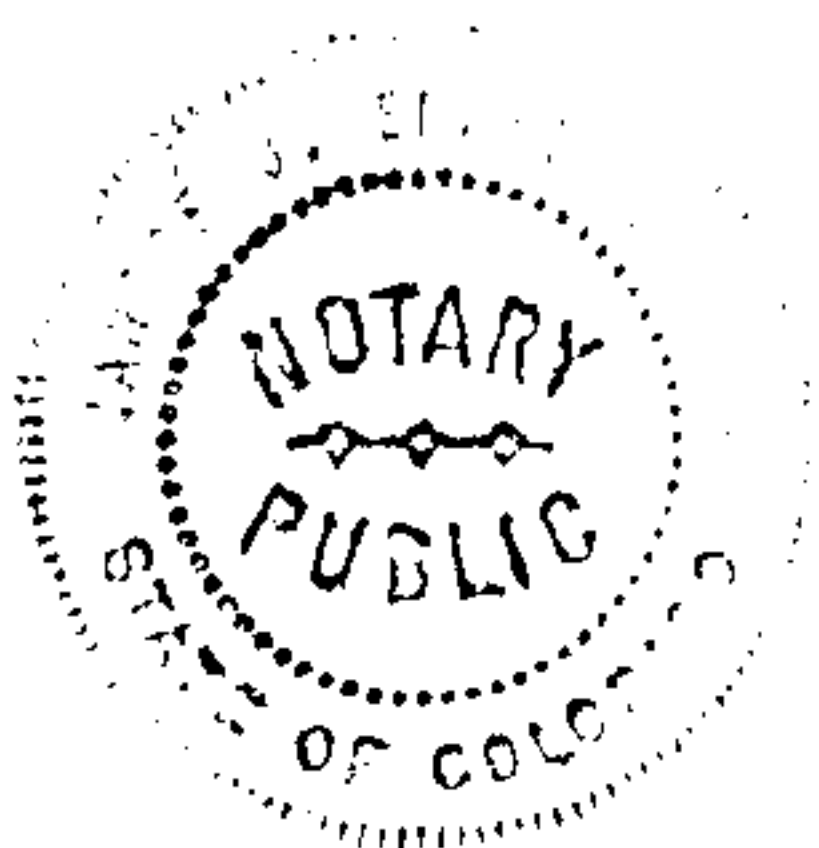
State of Colorado )  
County of Denver ) SS

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead

X personally known to me  
proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

James J. Epelheimer  
Notary Public



My Commission Expires May 13, 1987

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-5192

Lease effective date

May 1, 1967

PART I

1983 AUG -1 AM 9:30

1. Assignee's Name

PRIMARY FUELS, INC.

CHEYENNE, WYOMING

Address (include zip code)

P. O. Box 569  
Houston, TX 77201

The undersigned, as owner of 21.421875 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)

Township 27 North, Range 109 West, 6th P.M.  
Section 19: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$   
Section 20: All  
Section 21: S $\frac{1}{2}$

Containing 1255.36 acres, more or less

Sublette County, Wyoming

197592

RECORDED	August 22	1983	8:00 PM
IN BOOK	69	Page	121
FEES \$	8.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy McShane*

3. Specify <del>interest or percent of</del> operating rights being conveyed to assignee	12.853125%
4. Specify <del>interest or percent of</del> operating rights being retained by assignor	8.56875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.05004%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.

DAVIS OIL COMPANY, a Partnership

*Paul Messinger*  
(Assignor's Signature)

Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5718

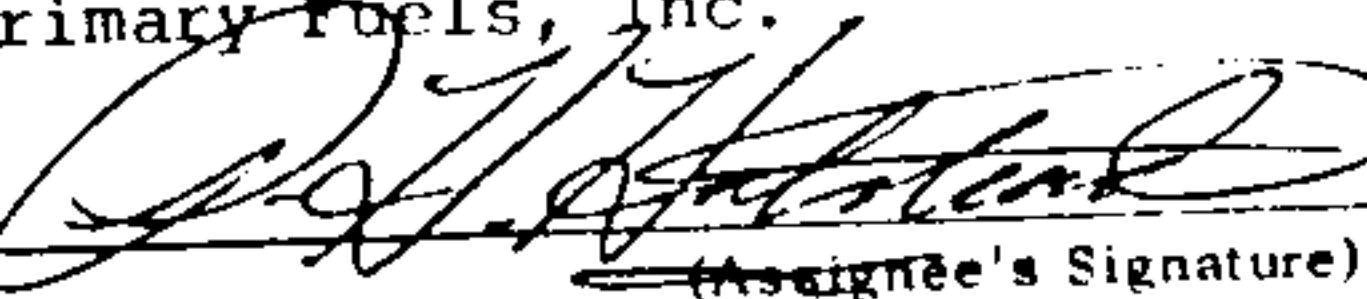
NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.



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

- ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:
- 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.
  - Of the age of majority in the State where the lands to be assigned are located.
  - In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.
- ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).
- IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of July, 1983  
Primary Fuels, Inc.

  
(Assignee's Signature)

H. Halstead

999 18th St., Suite 3020  
(Assignee's Address)

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

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

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-5192.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.090459% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgb

 D-5718

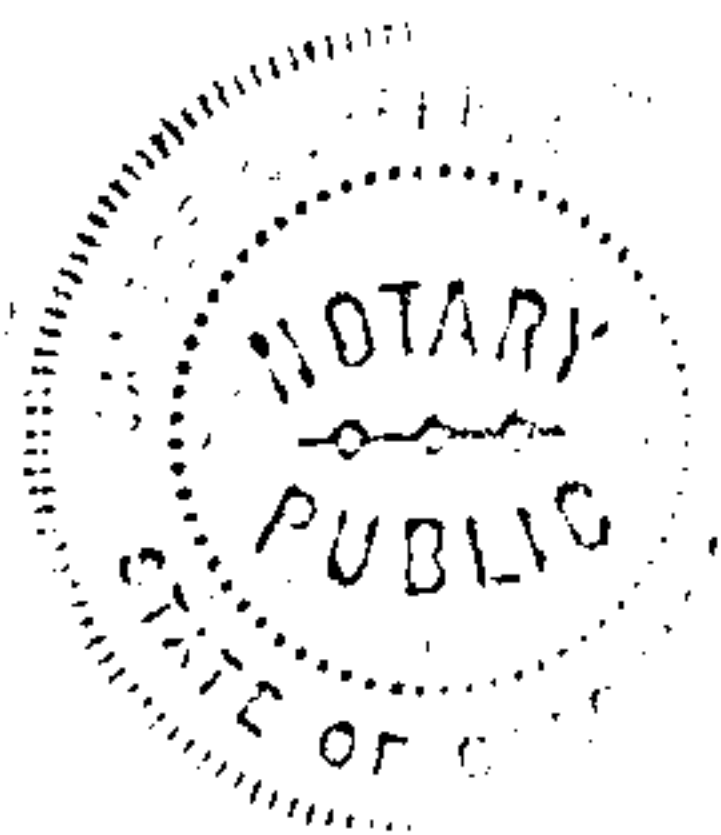
State of Colorado )  
 ) SS  
 County of Denver )

On this 28th day of July, 1983  
 before me, personally appeared

P.H. Halstead  
~~x~~ personally known to me  
 proved to me on the basis of  
 satisfactory evidence  
 to be the person(s) whose name(s) is  
 subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
 him. WITNESS my hand and official seal.

Janice J. Epelshstein  
 Notary Public



My Commission Expires May 13, 1987

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

On this 13 day of May, 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 instru-  
 ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
 ship, 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 of the Partnership for the uses and  
 purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Henderson  
 Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
 Address

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

OMB NO. 1010-0045  
Expires: August 5  
Lease Serial No.  
W-52118  
Lease effective date  
March 1, 1971

PART I  
Assignee's Name  
PRIMARY FUELS, INC.  
Address (include zip code)  
P. O. Box 569  
Houston, TX 77201

19.65625 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 or 3101.1-4)

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

Containing 640 acres, more or less

Sublette County, Wyoming

197593

RECORDED August 22 1983 8:00 PM  
IN BOOK 69 045 PAGE 124  
FEES \$8.00 Land & York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Dorothy M. Stone

3. Specify interest or percentage of operating rights being conveyed to assignee	11.79375%
4. Specify interest or percentage of operating rights being retained by assignor	7.8625%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7.998491%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.  
DAVIS OIL COMPANY, a Partnership

Paul Messinger  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400  
(Assignor's Address)  
Denver, Colorado 80202  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_ (Authorized Officer)

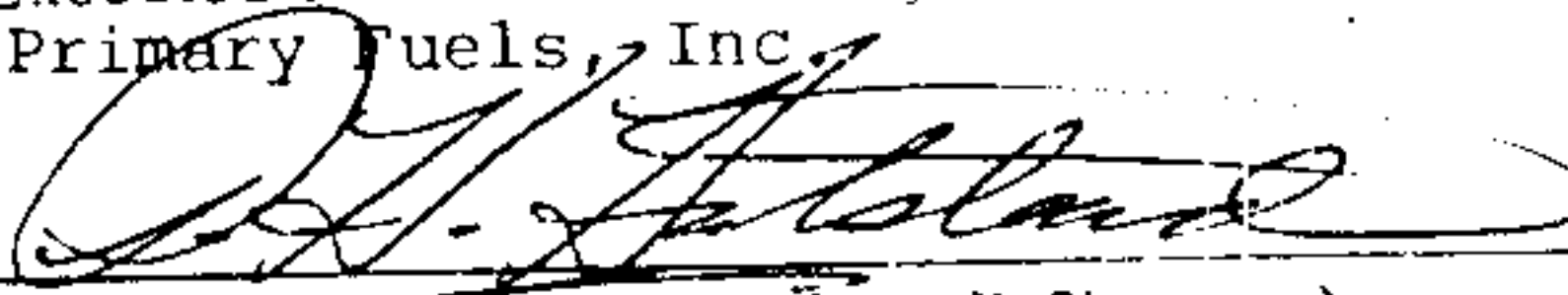
#20-24 Jefferson Unit/land/sph  
NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.  
(Title) (Date) D-5866-1  
124



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 28th day of July, 19 83  
Primary Fuels, Inc.

  
(Assignee's Signature)

999 18th St., Suite 3020

(Assignee's Address)

P. H. Halstead

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.

### RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-52118.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF .99268% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 Ninety (90) 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.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgb

D-5866-1

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Hensel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

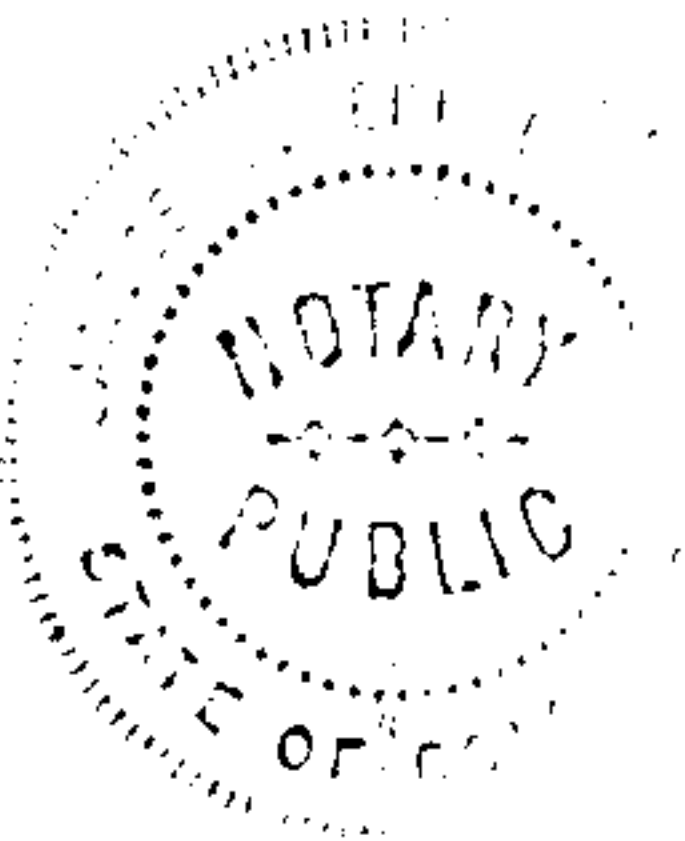
State of Colorado )  
County of Denver ) SS

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead

☒ personally known to me  
☐ proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janice J. Eppelheimer  
Notary Public



My Commission Expires May 13, 1987

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

127

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-5561

Lease effective date

May 1, 1967

PART I

1983 AUG -1 /M 9:30

Assignee's Name

PRIMARY FUELS, INC.

RECEIVED  
CHEYENNE, WYOMING

Address (include zip code)

P. O. Box 569

Houston, TX 77201

The undersigned, as owner of 21.421875 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 or 3101.1-4)

Township 27 North, Range 109 West, 6th P.M.

Section 21: N $\frac{1}{2}$

Section 29: N $\frac{1}{2}$

197594

Containing 640 acres, more or less

Sublette County, Wyoming

RECORDED	August 22	19 83	3:00 P.M.
IN BOOK	69 Over	PAGE	127
FEEES \$	8.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Deborah M. Shure*

3. Specify interest or percent of operating rights being conveyed to assignee	12.853125%
4. Specify interest or percent of operating rights being retained by assignor	8.56875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.05004%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.  
DAVIS OIL COMPANY, a Partnership

*Paul Messinger*  
(Assignor's Signature)

Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5720



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

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

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.

Of the age of majority in the State where the lands to be assigned are located.

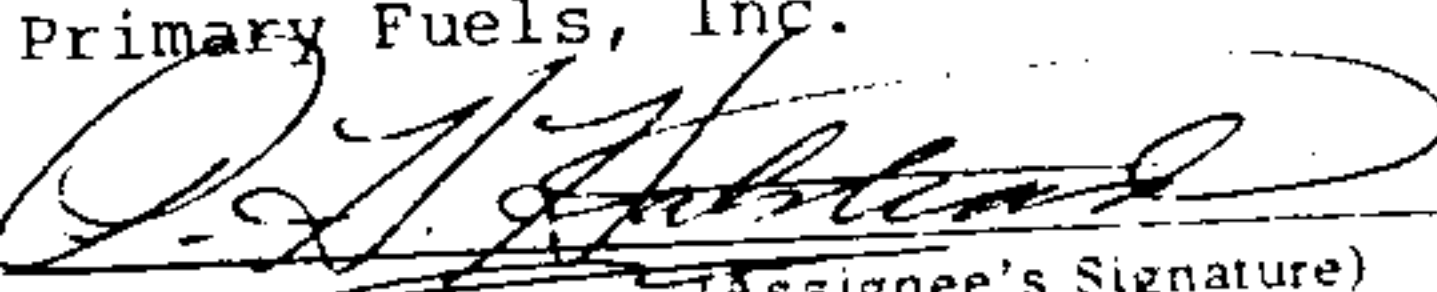
In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

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

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

Executed this 28th day of July  
Primary Fuels, Inc.

, 19 83 .

  
(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020

(Assignee's Address)

Denver,

CO

80202

(City)

(State)

(Zip Code)

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

### RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-5561.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.090459% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgh

D-5720

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Hentschel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

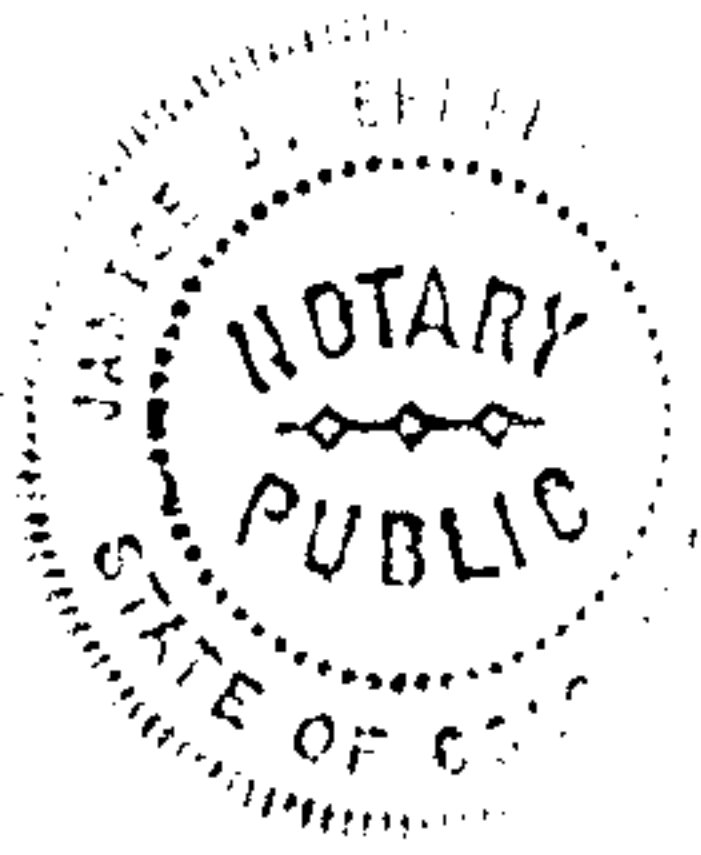
State of Colorado )  
County of Denver ) SS

On this 28th day of July, 1983  
before me, personally appeared

P.H. Halstead  
x personally known to me  
proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janine J. Epulakiewicz  
Notary Public



My Commission Expires May 13, 1987

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

Expires: August 1985  
Lease Serial No.  
W-5123  
Lease effective date  
May 1, 1967

PART I  
1983 AUG 1 AM 9:30  
Assignee's Name  
PRIMARY FUELS, INC.  
CHEYENNE, WYOMING  
Address (include zip code)  
P. O. Box 569  
Houston, TX 77201

The undersigned, as owner of 21.421875 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 or 3101.1-4)

Township 27 North, Range 109 West, 6th P.M.  
Section 29: SE $\frac{1}{4}$

Containing 160 acres, more or less

197595

Sublette County, Wyoming

RECORDED August 22 1983 3:00P  
IN BOOK 69 PAGE 130  
FEES \$8.00  
COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Dorothy M. Stine

3. Specify <del>operating rights</del> operating rights being conveyed to assignee	12.853125%
4. Specify <del>operating rights</del> operating rights being retained by assignor	8.56875%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.05004%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983  
DAVIS OIL COMPANY, a Partnership  
Paul Messinger  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

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

Denver, Colorado 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_ (Authorized Officer)

(Title) (Date) D-5868

#20-24 Jefferson Unit/land/sgb

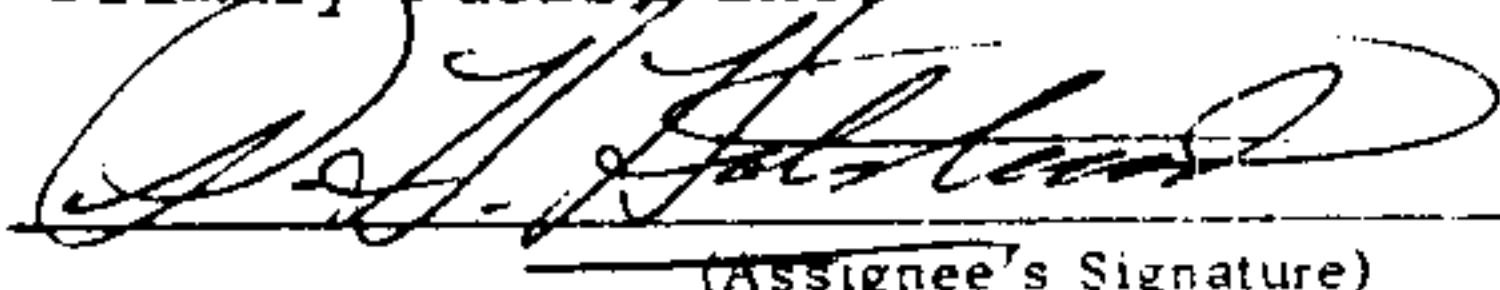
NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.



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 28th day of July, 19 83  
Primary Fuels, Inc.

  
(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020

(Assignee's Address)

Denver, CO

(City)

(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.

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-5123.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.090459% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.


THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgH

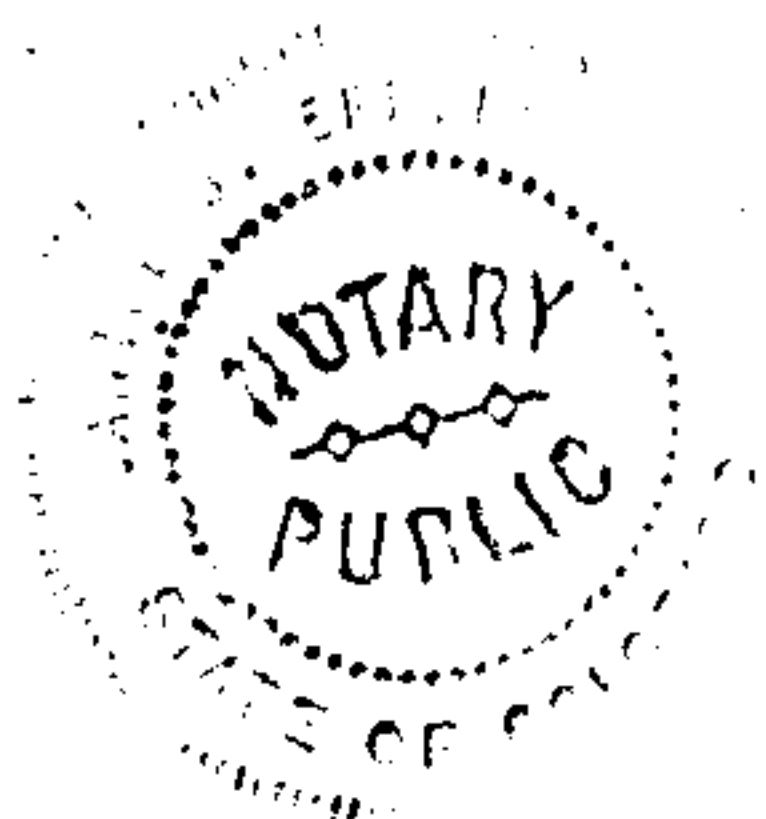
 D-5868

State of Colorado )  
 ) SS  
County of Denver )

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead  
X personally known to me  
proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janine J. Epelsheimer  
Notary Public



My Commission Expires May 13, 1987

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Due W. Hendschel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

133  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.  
W-27518  
Lease effective date  
March 1, 1971

PART I

103 AUG -1 AM 9:30

1. Assignee's Name

PRIMARY FUELS, INC.

WYOMING

Address (include zip code)

P. O. Box 569  
Houston, TX 77201

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 or 3101.1-4)

\*\* Tr. I: 21.421875% Tr. II: 21.421875%

Township 27 North, Range 109 West, 6th P.M.

Tr. I: Section 29: SW $\frac{1}{4}$

Tr. II: Section 30: Lots 1,2,3,4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

197596

Containing 753.04 acres, more or less

Sublette County, Wyoming

RECORDED August 22 1983 3:00P  
IN BOOK 69 PAGE 133  
FEES \$ 8.00 LAND YAK COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
D. M. M. M.

	TRACT I	TRACT II
3. Specify <del>interests</del> operating rights being conveyed to assignee	12.853125%	12.853125%
4. Specify <del>interests</del> operating rights being retained by assignor	8.56875%	8.56875%
5. Specify overriding royalty interest being reserved by assignor	None	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.05004%*	7.978477%*
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.

\*SEE RIDER ATTACHED 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 12 day of May, 1988.  
DAVIS OIL COMPANY, a Partnership

Paul Messinger

(Assignor's Signature)

410 17th Street, Suite 1400

(Assignor's Address)

Paul Messinger, Attorney in Fact

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5866



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 State 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 28th day of July, 19 83 .  
Primary Fuels, Inc.

P. H. Halstead

999 18th St., Suite 3020

(Assignee's Address)

Denver, CO

(City)

(State)

80202

(Zip Code)

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-27518.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT I SHALL BEAR A FULL BURDEN OF 1.090459% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT II SHALL BEAR A FULL BURDEN OF 1.090459% AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burdens set out herein shall not be reduced by the Operating Rights Interests conveyed herein.

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

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 Ninety (90) 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.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgb

D-5866

Response to this request is required to obtain a benefit.

State of Colorado )  
 ) SS  
County of Denver )

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead  
X personally known to me  
proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.  
and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

*Janine J. Epelke*  
Notary Public

My Commission Expires May 13, 1987

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:  
My Commission Expires June 23, 1984

*Sue W. Healscher*  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM A-114  
OMB NO. 1010-0134  
Expires: August 31, 1985

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

Lease Serial No.

W-52116

Lease effective date

May 1, 1967

PART I

1-13 AUG -1 AM 9:30

1. Assignee's Name

PRIMARY FUELS, INC.

CHEYENNE, WYOMING

Address (include zip code)

P. O. Box 569  
Houston, TX 77201

The undersigned, as owner of 19.65625 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)

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

Containing 640 acres, more or less

Sublette County, Wyoming

197597

RECORDED	August 22	1983	3:00 PM
IN BOOK	69	Dr. 17	PAGE 136
FEE \$	8.00	Lainy Yaki	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Shire*

3. Specify <del>xxxxxx</del> operating rights being conveyed to assignee	11.79375%
4. Specify <del>xxxxxx</del> operating rights being retained by assignor	7.8625%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7.998491%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.

DAVIS OIL COMPANY, a Partnership

*Paul Messinger*  
(Assignor's Signature)

Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400

(Assignor's Address)

Denver, CO 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date) D-5868-1

#20-24 Jefferson Unit/land/sgb

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 provisions of 43 CFR 3106.



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 28th day of July, 19 83 .  
Primary Fuels, Inc.

  
(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020  
(Assignee's Address)

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

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

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-52116.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF .99268% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgh

D-5868-1

This information will be used to create a record of lease assignment. Response to this request is required to obtain a benefit.

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

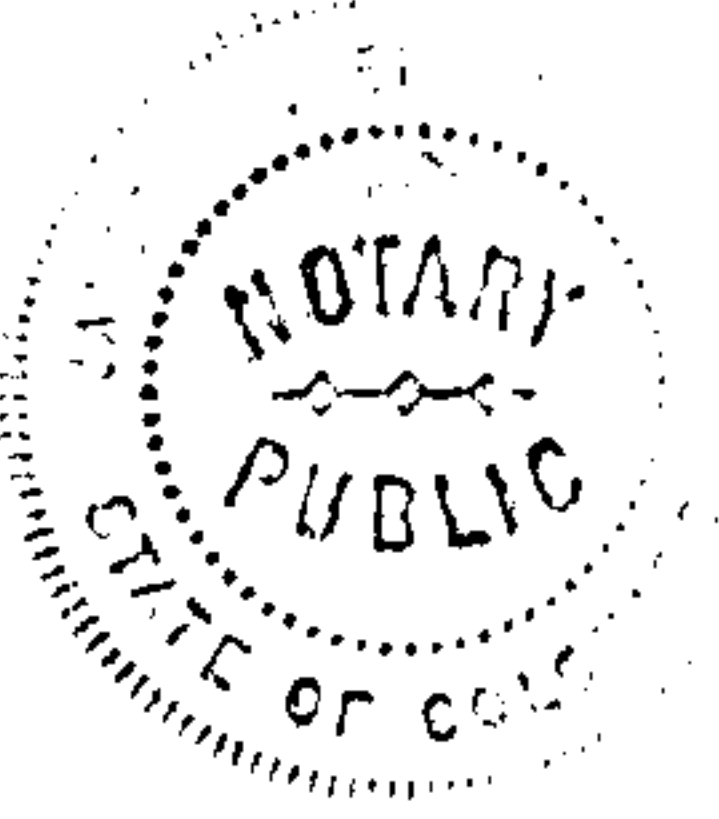
WITNESS my hand and official seal on the day and year last  
above written.

My Commission Expires:  
PUBLIC  
My Commission Expires June 23, 1984

Sue W. Hendschel  
Notary Public  
410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

State of Colorado )  
 ) SS  
County of Denver )

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead  
X personally known to me  
       proved to me on the basis of  
       satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.  
and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.



My Commission Expires May 13, 1987

Janine J. Epulskheimer  
Notary Public

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

139

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-73775  
Lease effective date  
August 1, 1965

PART I

1983 AUG -1 AM 9:30

1. Assignee's Name

PRIMARY FUELS, INC.  
CHEYENNE, WYOMING  
P. O. Box 569  
Houston, TX 77201

The undersigned, as owner of 33.203125 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 110 West, 6th P.M.  
Section 1: SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$

Containing 280 acres, more or less

Sublette County, Wyoming

197598

RECORDED August 22 1983 3:00P.M.  
IN BOOK 69 D-18 PAGE 139  
FEES \$8.00 Land York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McElm

3. Specify <del>interest</del> operating rights being conveyed to assignee	19.921875%
4. Specify <del>interest</del> operating rights being retained by assignor	13.28125%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.80%*
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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.

\*SEE RIDER ATTACHED 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 13 day of May, 1982  
DAVIS OIL COMPANY, a Partnership

Paul Messinger  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

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

Denver, Colorado 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title) (Date) D-5632-1

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



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 28th day of July, 19 83.  
Primary Fuels, Inc.

(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020

(Assignee's Address)

Denver, CO

(City)

(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.

#### INSTRUCTIONS

#### RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-73775.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.291136% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgh

D-5632-1

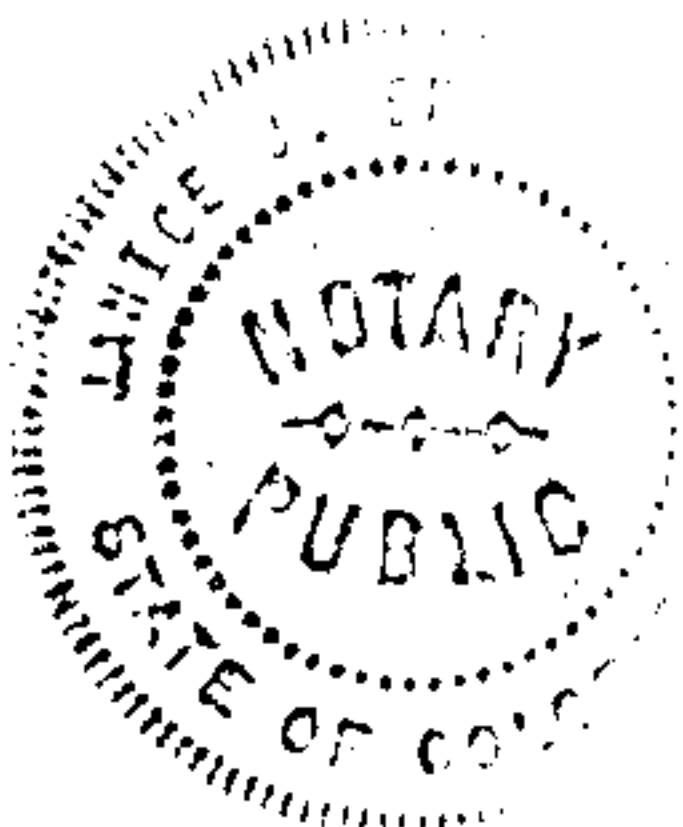
State of Colorado )  
 ) SS  
County of Denver )

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead

X personally known to me  
\_\_\_\_ proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janine J. Epeladeimer  
Notary Public



My Commission Expires May 13, 1987

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 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:

Bue W. Hentschel  
Notary Public

My Commission Expires June 23, 1984

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

OMB NO. 1034  
Expires: 1985

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

Lease Serial No.

W-73776

Lease effective date

May 1, 1967

PART I

1983 AUG -1 AM 9 30

1. Assignee's Name

PRIMARY FUELS, INC.

Address (include zip code)

P. O. Box 569  
Houston, TX 77201

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 or 3101.1-4)

\*\* Tr. I; 20.625% Tr. II; 34.765625% Tr. III; 28.90625%

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

197599

Tr. I: Section 11: W $\frac{1}{2}$

Tr. II: Section 1: NE $\frac{1}{4}$ SE $\frac{1}{4}$

Tr. III: Section 2: Lots 3,4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$

Containing 840.28 acres, more or less

Sublette County, Wyoming

RECORDED August 22 1983 3:00P M  
IN BOOK 69 PAGE 142  
FEES \$8.00 COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Steene

	TRACT I	TRACT II	TRACT III
3. Specify interest or percent of operating rights being conveyed to assignee	12.375%	20.859375%	17.34375%
4. Specify interest or percent of operating rights being retained by assignor	8.25%	13.90625%	11.5625%
5. Specify overriding royalty interest being reserved by assignor	None	None	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%*	5.800988%*	6.3%*
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.			

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983

DAVIS OIL COMPANY, a Partnership

Paul Messinger  
(Assignor's Signature)

410 17th Street, Suite 1400

(Assignor's Address)

Paul Messinger, Attorney in Fact

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5697-2

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



143  
PART II

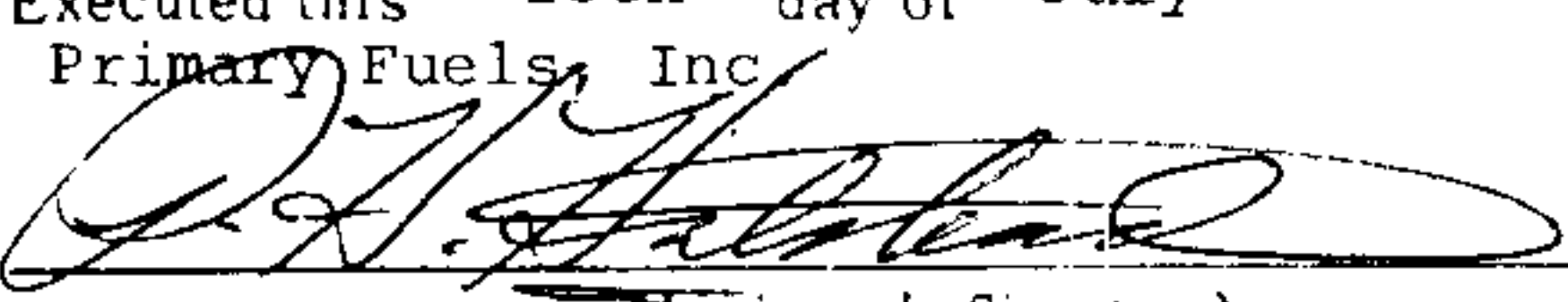
ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER  
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

- 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 28th day of July

, 19 83 .

Primary Fuels, Inc.

  
(Assignee's Signature)

999 18th St., Suite 3020

(Assignee's Address)

P. H. Halstead

Denver, CO

(City)

(State)

80202

(Zip Code)

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-73776

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT I SHALL BEAR A FULL BURDEN OF .804375% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT II SHALL BEAR A FULL BURDEN OF 1.32457% AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT III SHALL BEAR A FULL BURDEN OF 1.423575% AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burdens set out herein shall not be reduced by the Operating Rights Interests conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Hentschel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

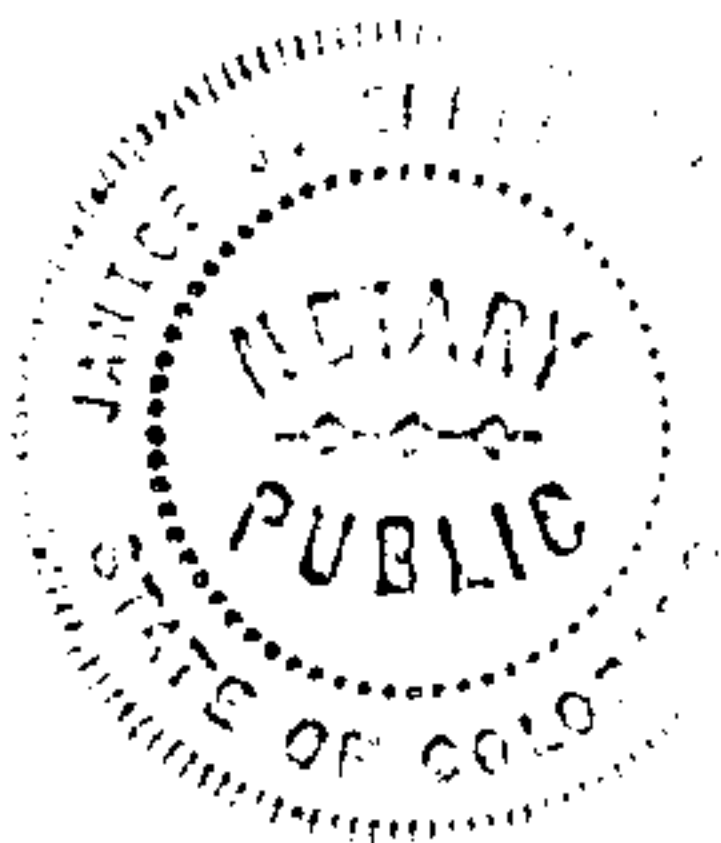
State of Colorado )  
County of Denver ) SS

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead

X personally known to me  
proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janice J. Epulskimer  
Notary Public



My Commission Expires May 13, 1987

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-0318323

Lease effective date  
August 1, 1965

PART I

1. Assignee's Name

PRIMARY FUELS, INC.

Address (include zip code)

P. O. Box 569  
Houston, Texas 77201

The undersigned, as owner of 20.527344 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.

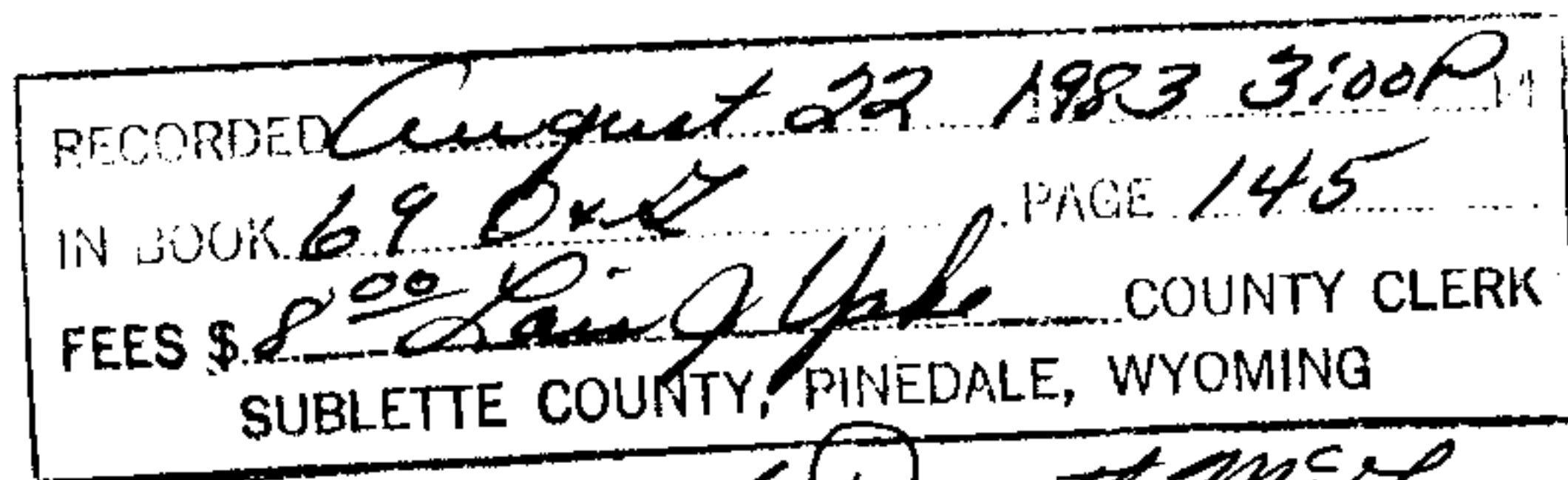
2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 110 West, 6th P.M.  
Section 13: N $\frac{1}{2}$

Containing 320 acres, more or less

Sublette County, Wyoming

197600



3. Specify <del>XXXXXX</del> operating rights being conveyed to assignee	12.316404%
4. Specify <del>XXXXXX</del> operating rights being retained by assignor	8.21094%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.397368%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1988.

DAVIS OIL COMPANY, a Partnership

*Paul Messinger*  
(Assignor's Signature)

Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5632

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



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 28th day of July, 1983  
Primary Fuels, Inc.

  
(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020

(Assignee's Address)

Denver, CO

(City)

(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.

### RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-0318323.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.112172% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgh

D-5632

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Hendel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

State of Colorado )  
County of Denver ) SS

On this 28th day of July, 1983  
before me, personally appeared

P. H. Halstead

X personally known to me

       proved to me on the basis of  
satisfactory evidence

to be the person(s) whose name(s) is  
subscribed to the within instrument as

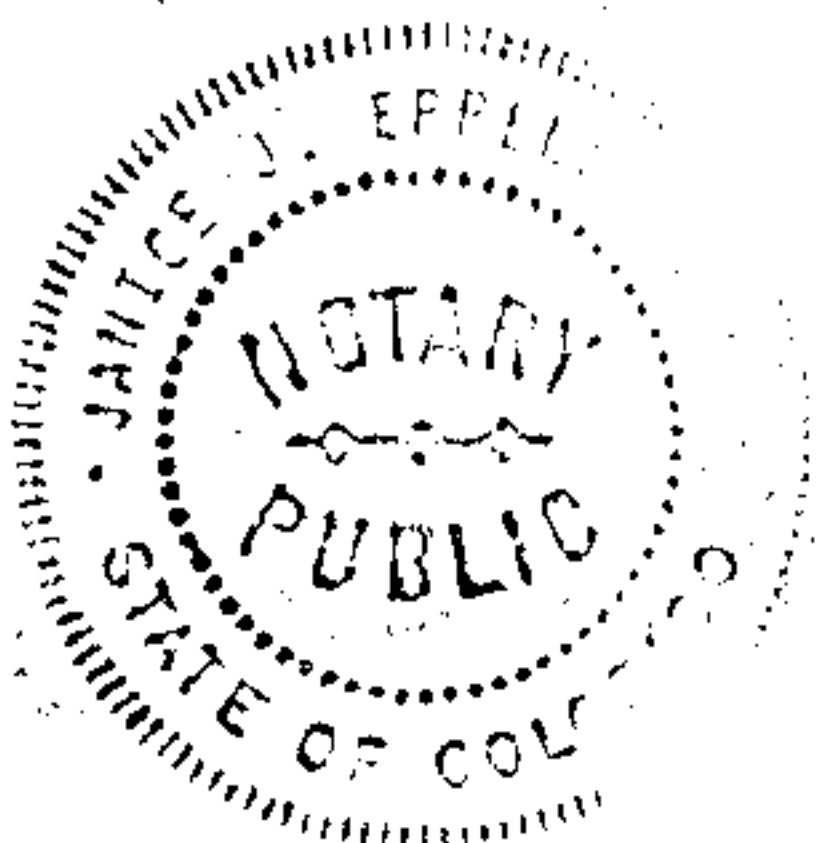
Vice President

Primary Fuels, Inc.

of

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janine J. Epelkeimer  
Notary Public



My Commission Expires May 13, 1987

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

Lease Serial No.  
W-5106  
Lease effective date  
May 1, 1967

PART I

Assignee's Name  
PRIMARY FUELS, INC.  
Address (include zip code)  
P. O. Box 569  
Houston, TX 77201

1983 AUG -1 AM 9:30  
RECEIVED  
CHEYENNE, WYOMING

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.

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

\* TR. I: 20.527344% Tr. II: 21.421875%  
Township 27 North, Range 110 West, 6th P.M.

197601

TRACT I: Section 13: S½  
TRACT II: Section 14: NW¼  
Section 26: SE¼SE¼

Containing 520 acres, more or less  
Sublette County, Wyoming

RECORDED August 22 1983 3:00 PM  
69 Over PAGE 148  
FEES \$8.00  
COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M. L...

	TRACT I	TRACT II
3. Specify interest or percent of operating rights being conveyed to assignee	12.316404%	12.853125%
4. Specify interest or percent of operating rights being retained by assignor	8.21094%	8.56875%
5. Specify overriding royalty interest being reserved by assignor	None	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.397368%*	8.05004%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.  
DAVIS OIL COMPANY, a Partnership  
Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400  
(Assignor's Address)  
Denver, Colorado 80202  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_ (Authorized Officer)  
(Title) (Date) D-5697

#20-24 Jefferson Unit/land/sgh

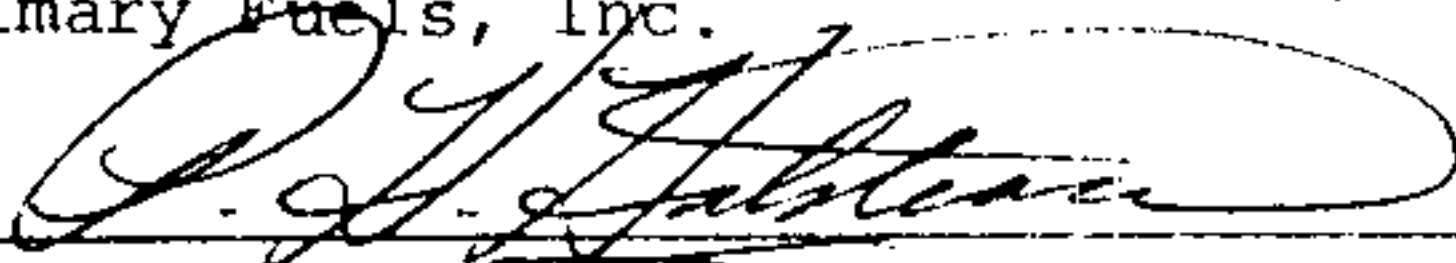


149  
PART II

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 28th day of July, 1983  
Primary Fuels, Inc.

  
(Assignee's Signature)

999 18th St., Suite 3020  
(Assignee's Address)

P. H. Halstead

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

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No.W-5106.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT I SHALL BEAR A FULL BURDEN OF 1.112172% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN TRACT II SHALL BEAR A FULL BURDEN OF 1.090459% AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burdens set out herein shall not be reduced by the Operating Rights Interests conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgh

D-5697

Response to this request is required to obtain a benefit.

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Hentschel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

State of Colorado )  
 ) SS  
County of Denver )

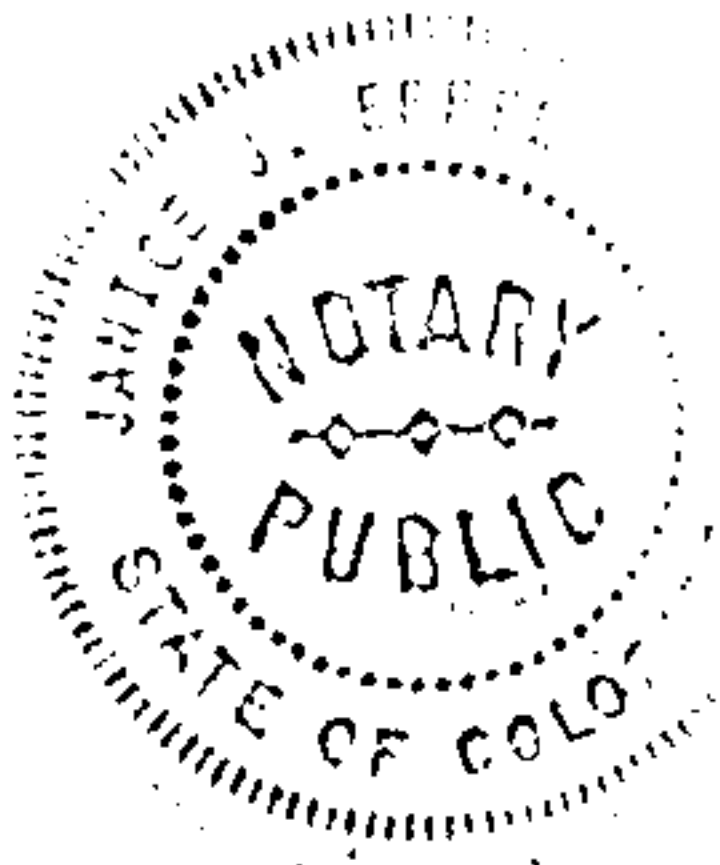
On this 28th day of July, 1983  
before me, personally appeared

P.H. Halstead  
x personally known to me  
proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janice J. Epelsheimer  
Notary Public

My Commission Expires May 13, 1987



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-72445

Lease effective date

May 1, 1967

PART I

1983 AUG -1 AM 9:30

1. Assignee's Name

PRIMARY FUELS, INC.

CHEYENNE, WYOMING

Address (include zip code)

P. O. Box 569  
Houston, TX 77201

The undersigned, as owner of 20.527344 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)

Township 27 North, Range 109 West, 6th P.M.

Section 17: All

Section 18: All

197602

Containing 1228.88 acres, more or less

Sublette County, Wyoming

RECORDED	August 22	1983	3:00P
IN BOOK	69	Dist	PAGE 151
FEES \$	8.00	Range	Yak
COUNTY CLERK			
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Deborah M. Stine*

3. Specify <del>XXXXXX</del> operating rights being conveyed to assignee	12.316406%
4. Specify <del>XXXXXX</del> operating rights being retained by assignor	8.210938%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.397368%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.

DAVIS OIL COMPANY, a Partnership

*Paul Messinger*  
(Assignor's Signature)

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

Paul Messinger, Attorney in Fact

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5717-1



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 28th day of July, 19 83  
Primary Fuels, Inc.

  
(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020

(Assignee's Address)

Denver, CO

(City)

(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.

### RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-72445.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.112172% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgH

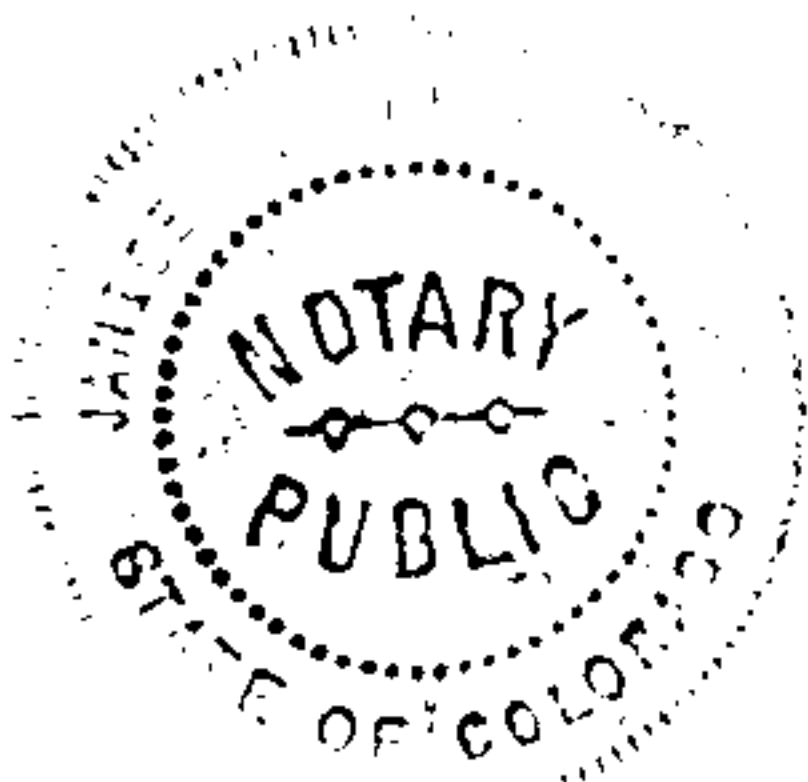
D-5717-1

State of Colorado )  
 ) SS  
County of Denver )

On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead

☒ personally known to me  
\_\_\_\_ proved to me on the basis of  
\_\_\_\_ satisfactory evidence  
to be the person(s) whose name(s) is\_\_\_\_  
subscribed to the within instrument as  
Vice President \_\_\_\_\_ of  
Primary Fuels, Inc.  
and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janine J. Epelshstein  
Notary Public



My Commission Expires May 13, 1987

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Heutscher  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address



Form 3106-14  
(September 1982)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

154

FORM APPROVED  
OMB NO. 1001-0034  
Expires: August 31, 1985

Lease Serial No.  
W-0320797

Lease effective date  
December 1, 1965

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

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

PART I

1. Assignee's Name  
PRIMARY FUELS, INC.  
Address (include zip code)  
P. O. Box 569  
Houston, TX 77201

21.380198 TR. I & II

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

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

Tr. I: Section 23: SW<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>  
Section 26: NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub>, N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>

Tr. II: Section 23: E<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>  
Section 26: NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>

Containing 920 acres, more or less

Sublette County, Wyoming

197603

RECORDED August 22 1983 3:00P  
IN BOOK 69 PAGE 154  
FEES \$800 COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

	TRACT I	TRACT II
3. Specify interest in operating rights being conveyed to assignee	12.828119%	21.380198%
4. Specify interest in operating rights being retained by assignor	8.552079%	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-	1.336262% Net
6. Specify overriding royalty previously reserved or conveyed, if any	10.369968%*	10.369968%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.

DAVIS OIL COMPANY, a Partnership

Paul Messinger  
(Assignor's Signature)

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

Paul Messinger, Attorney in Fact

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

THE UNITED STATES OF AMERICA

Assignment approved effective By (Authorized Officer)

#20-24 Jefferson Unit/land/sgh (Title) (Date) -5642

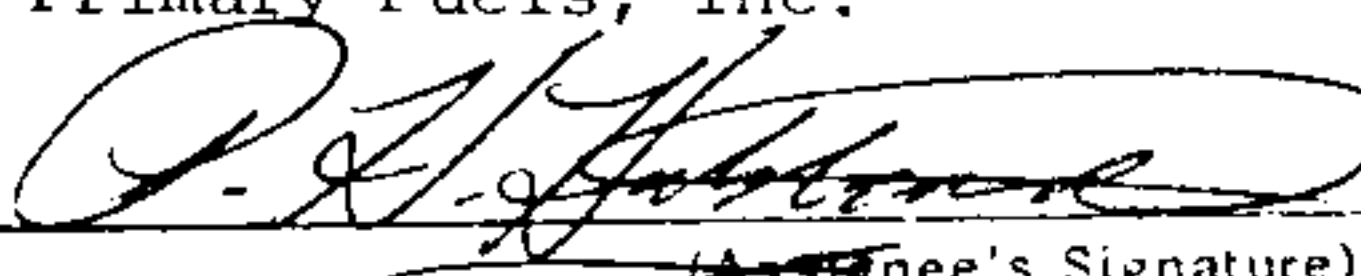
NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.



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 28th day of July, 19 83 .  
Primary Fuels, Inc.

  
(Assignee's Signature)

P. H. Halstead

999 18th St., Suite 3020  
(Assignee's Address)

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

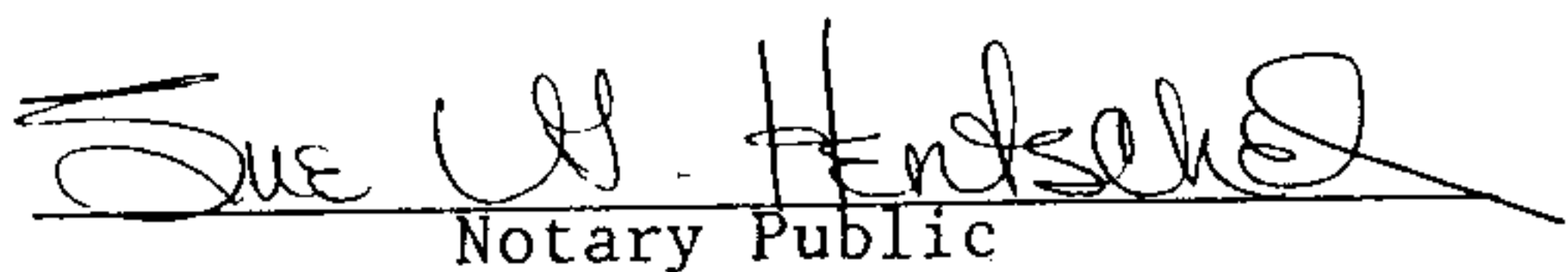
STATE OF COLORADO )  
CITY AND ) SS.  
COUNTY OF DENVER )

On this 13 day of May, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

ROUTINE USES:

State of Colorado )  
 ) SS  
County of Denver )

On this 28th day of July, 19 83  
before me, personally appeared  
P. H. Halstead

☒ personally known to me  
☐ proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

  
Notary Public

My Commission Expires May 13, 1987

156  
RIDER

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-0320797. JUL 13 1983  
CHEYENNE, WYOMING

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN THE NON-DRILLSITE TRACT I SHALL BEAR A FULL BURDEN OF 1.420329% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED IN THE DRILLSITE TRACT II SHALL BEAR A FULL BURDEN OF 3.703478% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY. AFTER PAYOUT OF THE #20-24 JEFFERSON UNIT WELL, LOCATED IN THE SW/4 Section 24 Township 27 North, Range 110 West, Sublette County, Wyoming, and in the event that Davis Oil Company exercises their conversion privileges (as hereinafter referred to), Assignee's Interest, in the Drillsite Tract II only, shall revert to an undivided 12.828119% Operating Rights Interest subject to a full burden of 1.420329% Overriding Royalty Interest and its proportionate share of the Landowner's Royalty.

THE OVERRIDING ROYALTY INTEREST full burdens set out herein shall not be reduced by the Operating Rights Interests conveyed herein.

THIS ASSIGNMENT is expressly made subject to the terms and conditions including the conversion terms and conditions, of that certain "Farmout Agreement," as amended, by and between Primary Fuels, Inc. and Davis Oil Company dated June 29, 1982 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 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, without additional burdens, prior to the anniversary date of the lease.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, this Assignment shall be deemed effective as of the date of first production from the #20-24 JEFFERSON UNIT WELL, located in the SW/4 Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgb

*Am*  
D-5642



Form 106-1A  
September 1982)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

RECEIVED  
CHEYENNE, WYOMING

OMB NO. 1010-0034  
Expires: August 1985

Lease Serial No.  
W-66305

Lease effective date  
May 1, 1967

PART I

183 AUG 1 AM 9:30

Assignee's Name  
PRIMARY FUELS, INC.

Address (include zip code)  
P. O. Box 569  
Houston, TX 77201

The undersigned, as owner of 23.59375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 109 West, 6th P.M.  
Section 31: Lots 1,2,3,4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$   
Section 32; W $\frac{1}{2}$ NW $\frac{1}{4}$

Containing 676.08 acres, more or less

Sublette County, Wyoming

**197604**

RECORDED August 22 1983 at 1:00P M  
IN BOOK 69 PAGE 157  
FEES \$ 8.00 Leidy Yahr COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Leidy*

3. Specify <del>interest</del> percent of operating rights being conveyed to assignee	14.15625%
4. Specify <del>interest</del> percent of operating rights being retained by assignor	9.4375%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.680563%*
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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.

DAVIS OIL COMPANY, a Partnership

*Paul Messinger*  
(Assignor's Signature)

Paul Messinger, Attorney in Fact

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

Denver, Colorado 80202

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_ (Authorized Officer)

#20-24 Jefferson Unit/land/sgH (Title) (Date) D-5868-2

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



158  
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 28th day of July, 19 83 .

Primary Fuels, Inc.

  
(Assignee's Signature)

999 18th St., Suite 3020

(Assignee's Address)

P. H. Halstead

Denver, CO

(City)

(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.

INSTRUCTIONS

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-66305.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.25849% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

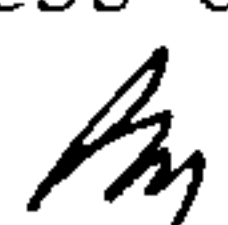
THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 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, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgn

 D-5868-2

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

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984

Sue W. Hendsekel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

State of Colorado )  
County of Denver ) SS

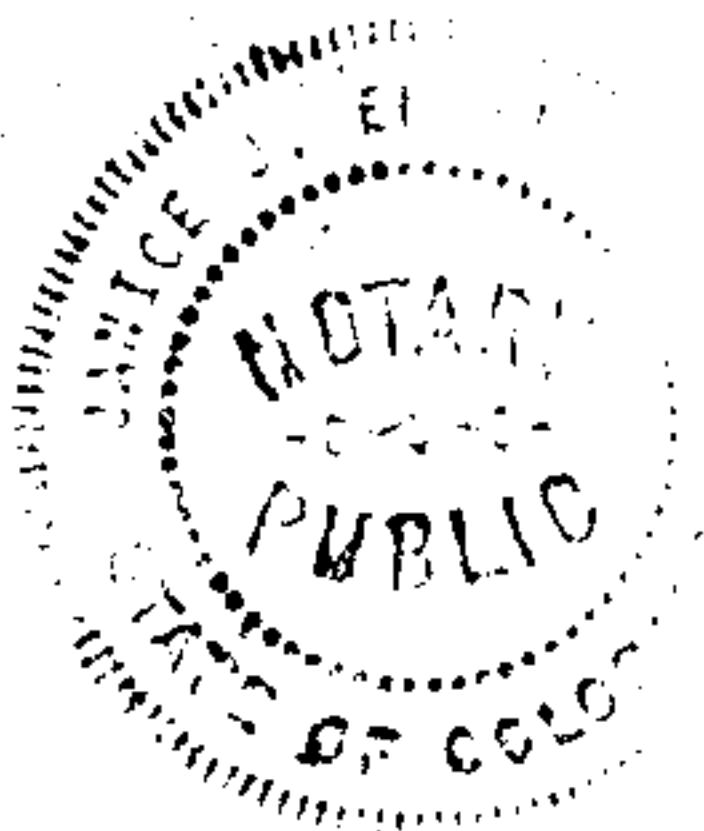
On this 28th day of July, 1983  
before me, personally appeared  
P. H. Halstead

X personally known to me  
proved to me on the basis of  
satisfactory evidence  
to be the person(s) whose name(s) is  
subscribed to the within instrument as  
Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janine J. Epelke  
Notary Public

My Commission Expires May 13, 1987



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

DEPARTMENT OF THE  
BUREAU OF LAND MANAGEMENT

Lease Serial No.

W-66306

Lease effective date

March 1, 1971

PART I

1. Assignee's Name

PRIMARY FUELS, INC.

Address (include zip code)

P. O. Box 569  
Houston, TX 77201

1983 AUG -1 AM 9:00

CHEYENNE, WYOMING

The undersigned, as owner of 23.59375 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 109 West, 6th P.M.  
Section 32: E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ , W $\frac{1}{2}$ SW $\frac{1}{2}$

Containing 560 acres, more or less

Sublette County, Wyoming

197605

RECORDED August 22 1983 3100P M  
IN BOOK 69 DUT PAGE 160  
FEES \$8.00 Land Yale COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M. Lurie

- |   |            |
|---|------------|
| 3. Specify <del>in excess of</del> operating rights being conveyed to assignee  | 14.15625%  |
| 4. Specify <del>in excess of</del> operating rights being retained by assignor  | 9.4375%    |
| 5. Specify overriding royalty interest being reserved by assignor   | None       |
| 6. Specify overriding royalty previously reserved or conveyed, if any   | 8.680563%* |
| 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.

\*SEE RIDER ATTACHED 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 13 day of May, 1983.  
DAVIS OIL COMPANY, a Partnership

Paul Messinger

(Assignor's Signature)

Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_

By \_\_\_\_\_

(Authorized Officer)

#20-24 Jefferson Unit/land/sgb

(Title)

(Date) D-5866-2



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 28th day of July, 1983  
Primary Fuels, Inc.

(Assignee's Signature)

999 18th St., Suite 3020

(Assignee's Address)

P. H. Halstead

Denver, CO

(City)

(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.

INSTRUCTIONS

RIDER

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated May 13, 1983, between Davis Oil Company, as Assignor, and Primary Fuels, Inc., as Assignee, covering Lease Serial No. W-66306.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPERATING RIGHTS INTEREST HEREIN ASSIGNED SHALL BEAR A FULL BURDEN OF 1.25849% OVERRIDING ROYALTY INTEREST AND ITS PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY.

THE OVERRIDING ROYALTY INTEREST full burden set out herein shall not be reduced by the Operating Rights Interest conveyed herein.

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

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 Ninety (90) 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.

IT IS UNDERSTOOD AND AGREED that this Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

#20-24 Jefferson Unit/land/sgb

D-5866-2

Response to this request is required to obtain a benefit.

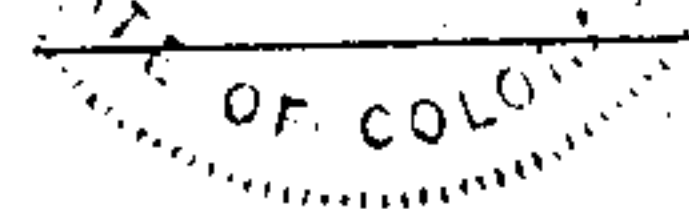
STATE OF COLORADO )  
CITY AND ) SS.  
COUNTY OF DENVER )

On this 13 day of May, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

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

My Commission Expires:

My Commission Expires June 23, 1984



Sue W. Hentschel  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

State of Colorado )  
County of Denver ) SS

On this 28th day of July, 1983  
before me, personally appeared

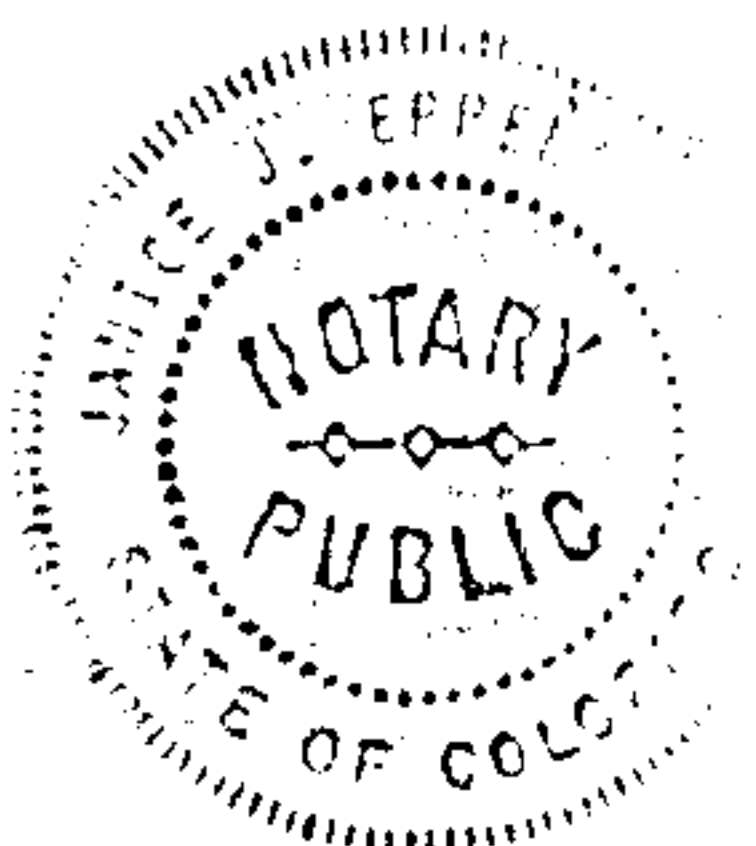
P.H. Halstead  
x personally known to me  
proved to me on the basis of  
satisfactory evidence

to be the person(s) whose name(s) is  
subscribed to the within instrument as

Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

Janice J. Gulsheimer  
Notary Public



My Commission Expires May 13, 1987

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No. W 60559

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 February 1, 1978, to John Masek herein reserved a Production Payment of \$ 3,00.00 5% of 8/8th per acre out of % 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 John Masek detailed above.

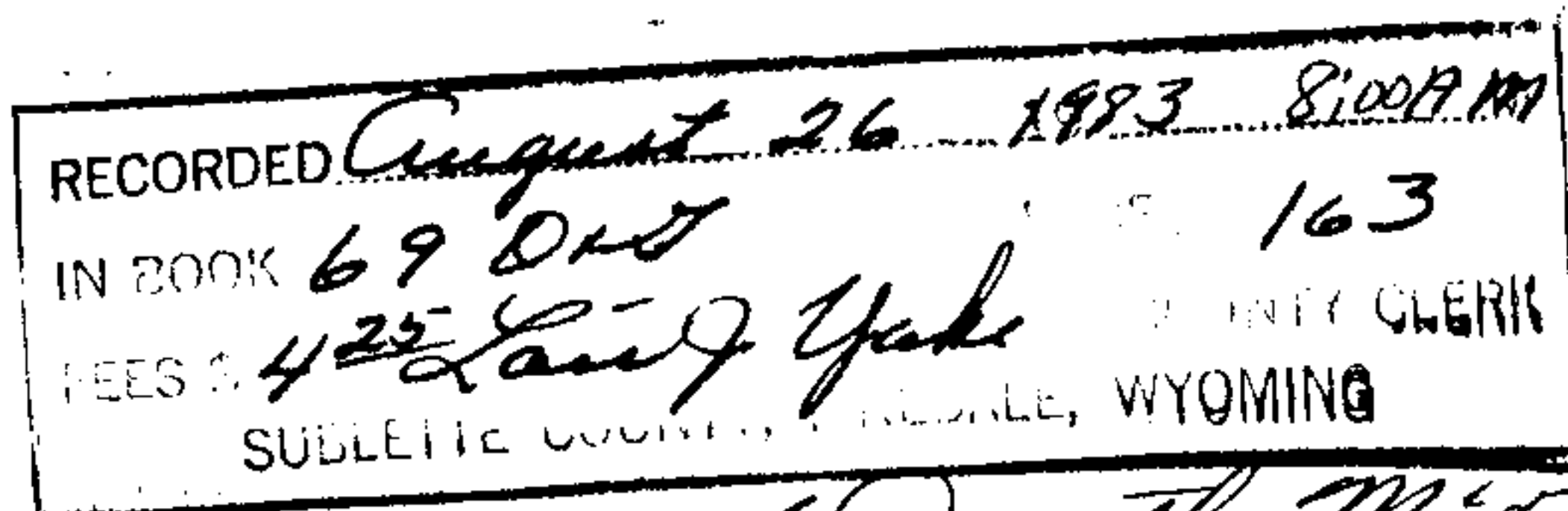
Lands involved in this Assignment are situated in Sublette County, State of Wyoming To-wit:  
T 28 N, R 109 W, 6th PM  
Sec. 1: Lots 3,4, S½SW¼  
Sec. 2: Lots 1,2,3,4, S½S½  
Sec. 3: Lots 1,2,3,4, S½S½  
Sec. 12: All  
Sec. 13: All And containing 2,412.43 acres, more or less.  
T 29 N, R 109 W, 6th PM  
Sec. 34: N½NW¼, S½

Dated this 17 day of Feb., 1983

199 California Drive #203  
Address  
Millbrae, CA 94030

Eugene Monesi (husband)  
Assignor  
Eugene Monesi  
Assignor (spouse, where applicable)

197644



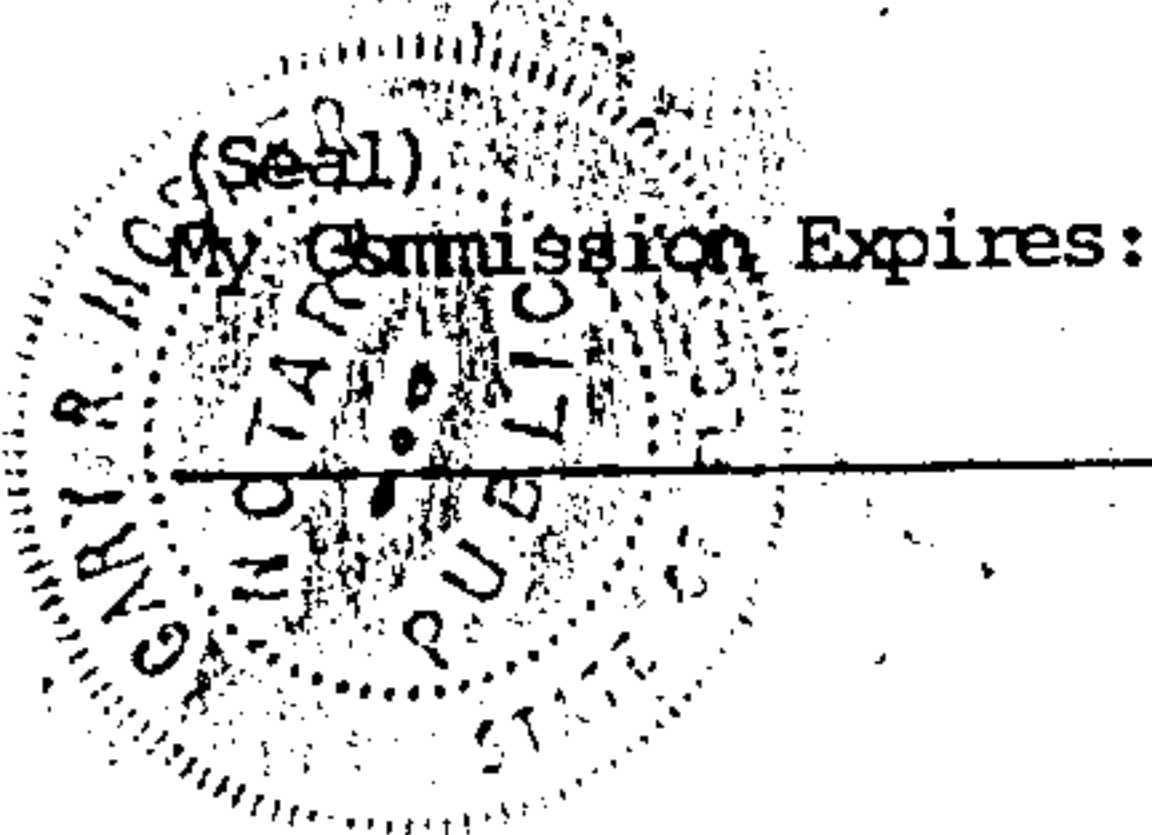
STATE OF FLORIDA  
COUNTY OF Broward

SS.:

Dorothy M. Seave

The foregoing instrument was acknowledged before me this 17 day of Feb., 1983 by Eugene Monesi and (spouse, where applicable)

[Signature]  
Notary Public





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

Lease Serial No.

W-40979

Lease effective date

September 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

PRIMARY FUELS, INC.

Address (include zip code)

One Denver Place, Suite 3020

999 Eighteenth Street, Denver, CO 80202

197645

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

2. Describe the lands affected by this assignment

TOWNSHIP 27 NORTH, RANGE 110 WEST

Section 25: S $\frac{1}{2}$

Containing 320.00 acres, more or less, in  
Sublette County, Wyoming.

This Assignment is made subject to the  
Jefferson Unit Agreement and Unit Operating  
Agreement.

Assignment approved as to lands described below

RECORDED August 26 1983 8:00 AM  
IN BOOK 69 DEED PAGE 164  
FEES \$8.25 Land Use COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

SAME LAND DESCRIPTION AS ITEM 2

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

100%

4. Specify interest or percent of record title interest being retained by assignor, if any

None

5. Specify overriding royalty being reserved by assignor

1% of 8/8ths

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

5.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$  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 31st day of March, 1983  
DOME 1980 INSTITUTIONAL INVESTORS, LTD.  
By: Dome Petroleum Corp., Attorney-in-Fact  
Ruth A. Aivaliotis  
By: Ruth A. Aivaliotis, Attorney-in-Fact  
2900 Dome Tower  
1625 Broadway  
Denver, CO 80202

TCPL RESOURCES U.S.A. LTD.  
By: Dome Petroleum Corp., Attorney-in-Fact  
Ruth A. Aivaliotis  
By: Ruth A. Aivaliotis, Attorney-in-Fact  
2900 Dome Tower  
1625 Broadway  
Denver, CO 80202



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

44932

Chief, Oil &  
Gas Section

AUG 10 1983

(Title)

FOR ASSIGNEE

(e)

## 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 192150.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 5th day of May, 19 83.

  
(Assignee's Signature)

999 18th St., Suite 3020  
(Assignee's Address)

P.H. Halstead, Vice President  
PRIMARY FUELS, INC.

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

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

State of Colorado )  
 ) SS  
County of Arapahoe )

On this 5th day of May, 1983  
before me, personally appeared

P.H. Halstead

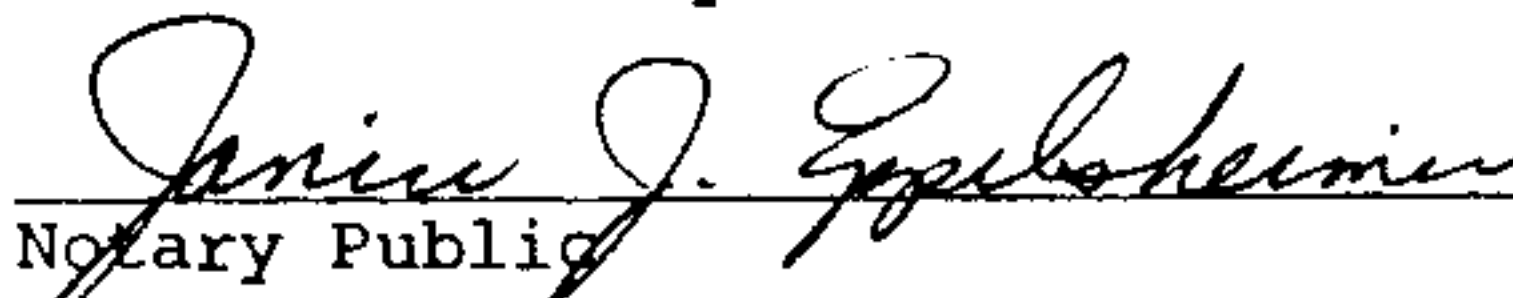
☒ personally known to me

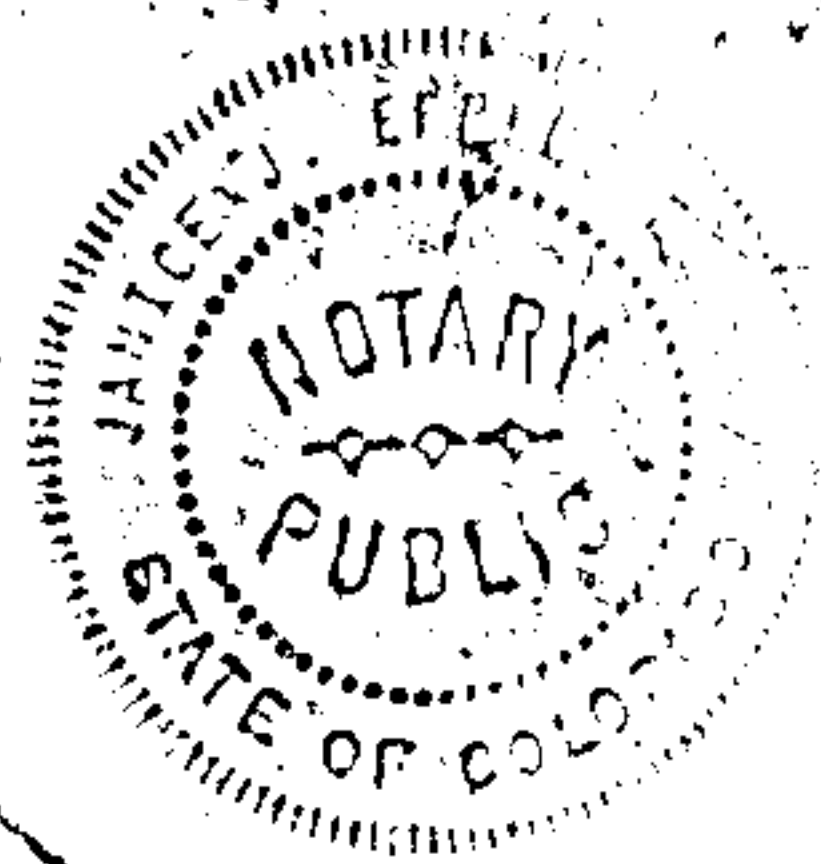
☐ proved to me on the basis of  
satisfactory evidence

to be the person(s) whose name(s) is  
subscribed to the within instrument as

Vice President of  
Primary Fuels, Inc.

and acknowledged to me it was executed by  
him. WITNESS my hand and official seal.

  
Notary Public



My Commission Expires May 13, 1987

AUTHORITY: 18 U.S.C. 101 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.



ACKNOWLEDGEMENT

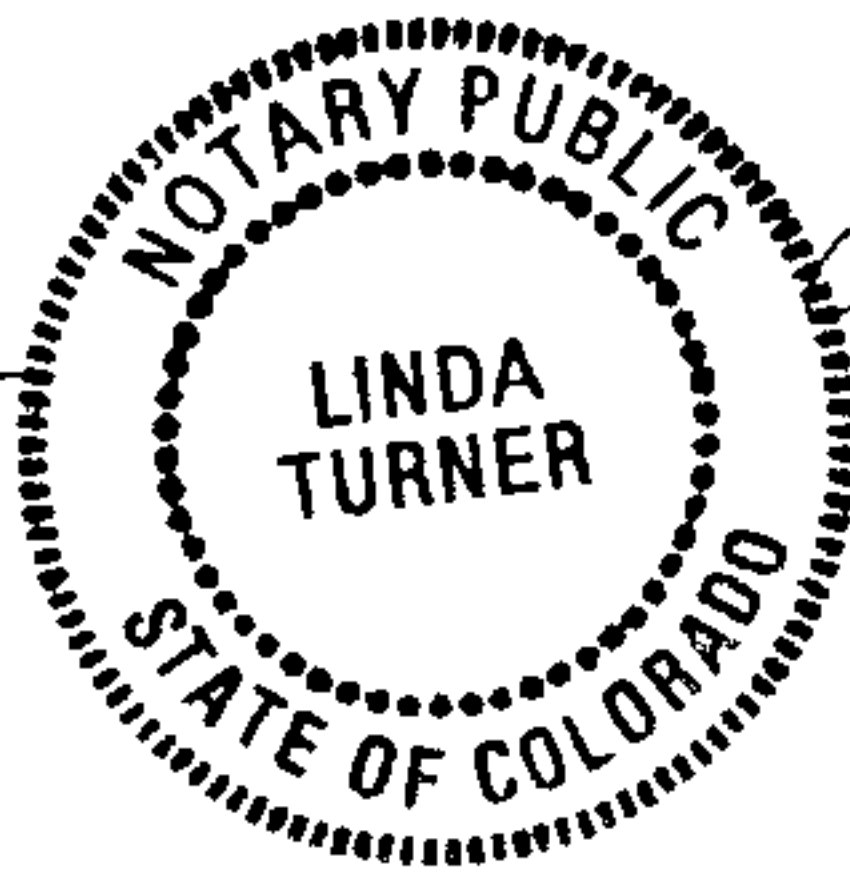
STATE OF COLORADO )  
 ) SS  
CITY AND COUNTY OF DENVER)

On this 31st day of March, 19 83, before me appeared Ruth A. Aivaliotis, to me personally known, who, being by me duly sworn, did say that she is Attorney-in-Fact for DOME PETROLEUM CORP., a North Dakota corporation, which corporation is Attorney-in-Fact for DOME 1980 INSTITUTIONAL INVESTORS LTD., a limited partnership, and that said instrument was signed by her as her free act and deed on behalf of the said DOME PETROLEUM CORP., and the said DOME 1980 INSTITUTIONAL INVESTORS LTD.

WITNESS my hand and official seal.

My Commission Expires:

May 3, 1986  
2900 Dome Tower  
1625 Broadway  
Denver, Colorado 80202



Linda Turner  
NOTARY PUBLIC

ACKNOWLEDGEMENT

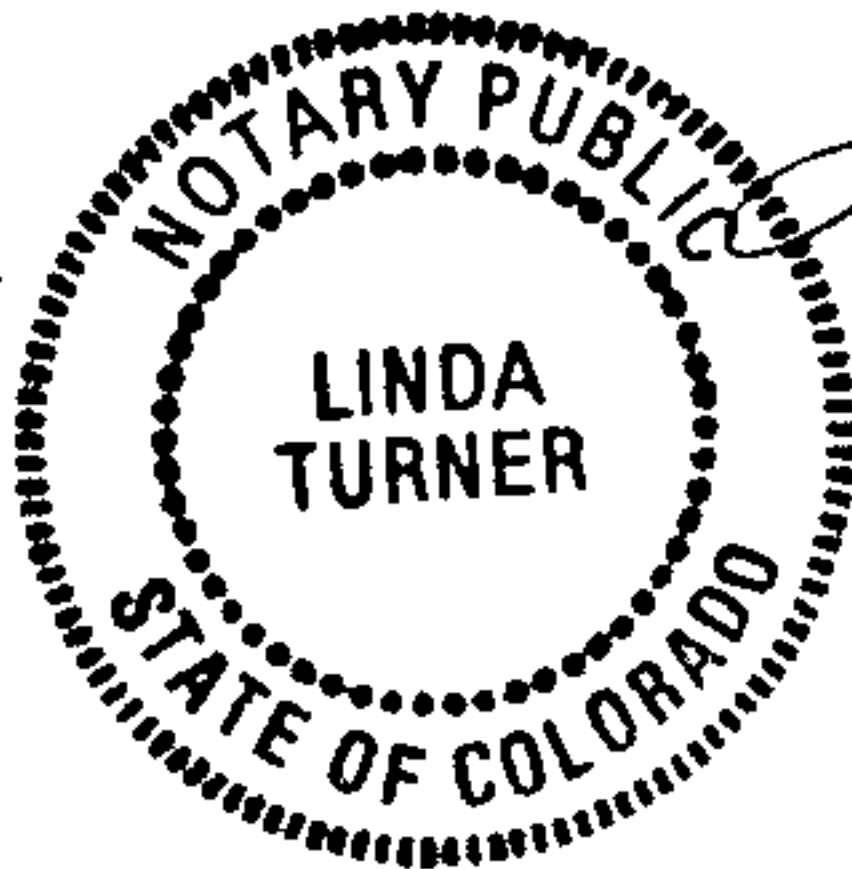
STATE OF COLORADO )  
 ) SS  
CITY AND COUNTY OF DENVER)

On this 31st day of March, 19 83, before me appeared Ruth A. Aivaliotis, to me personally known, who, being by me duly sworn, did say that she is Attorney-in-Fact for DOME PETROLEUM CORP., a North Dakota corporation, which corporation is Attorney-in-Fact for TCPL RESOURCES U.S.A., LTD., a Delaware corporation, and that said instrument was signed by her as her free act and deed on behalf of the said DOME PETROLEUM CORP., and the said TCPL RESOURCES U.S.A. LTD.

WITNESS my hand and official seal.

My Commission Expires:

May 3, 1986  
2900 Dome Tower  
1625 Broadway  
Denver, Colorado 80202



Linda Turner  
NOTARY PUBLIC



167

ASSIGNMENT OF OVERRIDING ROYALTY IN OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, whose address is 707 United Bank Tower, 1700 Broadway, Denver, Colorado 80290 "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 assign, transfer, convey and set over unto

Stuart M. McKinley

P.O. Box 88 Daniel, Wyoming 83115,

"Assignee", an undivided Three percent (3%),

as an overriding royalty, of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from the lands and under the terms of those certain oil and gas leases, herein called "said lands" and "said leases", described in the "Schedule of Leases" attached hereto as Exhibit "A" and by this reference made part hereof.

TO HAVE AND TO HOLD, the overriding royalty interest herein conveyed unto Assignee forever, but subject to the following terms and conditions, to-wit:

A. Said overriding royalty shall be payable only out of the gross proceeds received from the sale at the well, or if not sold at the well but used or marketed off the leased premises, then the market value at the well of the oil, gas, casinghead gas and other hydrocarbon substances if, as and when produced, saved, sold and marketed by Assignor from the said lands under the terms and provisions of said leases. If it is necessary to treat the produced substances in order to render them marketable as crude products on the lease where produced - as for example, by heating, dehydration, desulfurization or compression - said overriding royalty shall be subject to its proportionate part of the expense of such treating. Assignor shall not be required to account to Assignee for oil, gas, gasoline or other products unavoidably lost or used for operation, development, repressuring or producing purposes on said lands.

B. The overriding royalty share set forth herein shall be computed in the same manner, payable at the same times and subject proportionately to the same obligations, taxes, deductions and other charges as is the royalty payable to the lessors of said leases. Assignor is hereby authorized to and, at its option, may pay all such taxes and other charges and thereafter deduct Assignee's share of same from the amount of overriding royalty which shall accrue hereunder. Assignee shall have no voice in the supervision, direction or management of operations on said lands or any part thereof. Nothing herein contained shall be construed as increasing the development obligations of Assignor under the said leases.

197649

RECORDED	<u>August 26th</u>	19 <u>83</u>	<u>9:30 A</u> M
IN BOOK	<u>69</u>	<u>Qv J</u>	PAGE <u>167</u>
FEE \$	<u>3.00</u>	<u>L. J. Yake</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Lewis*

C. All payments accruing to Assignee hereunder on account of said overriding royalty shall be made by mailing a check therefor to Assignee at his address above. No transfer or change of ownership of the overriding royalty interest herein conveyed shall be effective until Assignee shall have furnished Assignor a certified copy of the recorded instrument evidencing such transfer, sale, inheritance or other change of ownership.

D. If the lessors in any of the said leases own less than the entire undivided fee simple estate in and to the lands covered thereby, or if the leasehold interest of Assignor therein is less than 100%, then the overriding royalty interest conveyed to Assignee herein shall be reduced proportionately as to such lease or leases and the lands covered thereby.

~~E. Assignor reserves the right, without consent of Assignee, to pool, unitize or otherwise combine all or any portion of said leases and said lands and the overriding royalty herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization or other arrangement, Assignee's overriding royalty share shall be ascertained, computed and paid on the amount of production (or proceeds of sale thereof) allocated to the said lands in accordance with such arrangement.~~ *FW*

F. Assignor does not warrant the title of said leases, but does warrant that said overriding royalty interest is free and clear of all liens and encumbrances done or created by, through or under Assignor.

This instrument and all the terms, covenants, conditions and provisions herein contained shall be binding upon and inure to the benefit of Assignor and Assignee herein, their respective heirs, personal representatives, successor and assigns.

Executed this 20th day of June, 19 83.

AMERICAN QUASAR PETROLEUM CO., OF NEW MEXICO

BY: *F. W. McWilliams*

F. W. McWilliams, Attorney-in-Fact

STATE OF Colorado )  
COUNTY OF Denver ) ss

The foregoing instrument was acknowledged before me this 20th day of June, 1983 by F. W. McWilliams, known to me to be the person who is described in and whose name is subscribed to the within instrument as the Attorney-in-Fact of American Quasar Petroleum Co. of New Mexico, and acknowledged to me that he subscribed the name of American Quasar Petroleum Co. of New Mexico thereto as principal, and his own name as Attorney-in-Fact.

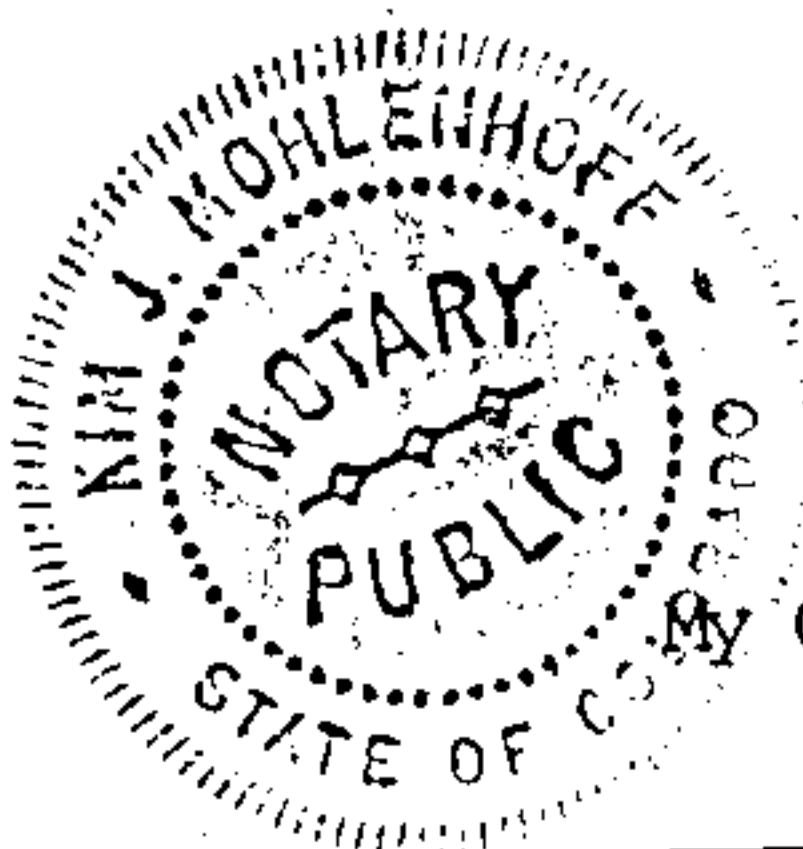
WITNESS my hand and official seal.

*Kenneth J. Mohlenhoff*  
Notary Public

My Commission Expires:

12-6-86

1700 Broadway, #707  
Denver, Co 80290



ATTACHED TO AND MADE A PART OF THAT CERTAIN Assignment of Overriding Royalty  
DATED June 20, 1983, Between AMERICAN QUASAR PETROLEUM CO.  
AND Stuart M. McKinley  
STATE OF Wyoming COUNTY OF Sublette

SCHEDULE OF LEASES

EXHIBIT "A"  
PAGE 1 of 1

AOP LEASE NO.	DATE	TERM	LESSOR	RECORDED BOOK - PAGE	ACRES GROSS - NET	LEGAL DESCRIPTION
WY047-13	5-2-76	10 yrs	State of Wyoming - 76-0342		640 640	Township 29 North, Range 114 West, 6th P.M. Section 16: All  (1) As to an undivided 15.83333% working interest only in operating rights above the base of the Dakota Formation in said lands.  (2) As to an undivided 31.6666% working interest only in operating rights below the base of the Dakota Formation in said lands.



Form 3106-14  
(September 1982)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

FORM A  
OMB NO. 4  
Expires: August 31, 1985

Lease Serial No.  
W-59826  
Lease effective date  
January 1, 1976

PART I

1. Assignee's Name  
  
Davis Oil Company  
Address (include zip code)  
410 Seventeenth Street, Suite 1400  
Denver, CO 80202

The undersigned, as owner of \* 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)  
\* Tr.1-43.75%;Tr.2-46.875%.  
  
Township 28 North, Range 110 West, 6th P.M.  
Section 11: E $\frac{1}{2}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$  - Tract 1  
Section 14: All - Tract 2  
  
Sublette County, Wyoming

197677

RECORDED August 29 1983 2:00 P.M.  
IN BOOK 69 D & T PAGE 170  
FEES \$6.00 Land & Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Dorothy M. Thurn

3. Specify ~~INTEREST OR PERCENT OF~~ operating rights being conveyed to assignee

43.75%-Tr.1  
46.875%-Tr.2

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

8%-Tr.1 & 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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 17th day of August, 1983.

Jean Davis  
(Assignor's Signature)

410 Seventeenth Street, Suite 1400  
(Assignor's Address)  
  
Denver, CO 80202  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By (Authorized Officer)

(Title) (Date)

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

Land/RJB D-6230-1

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

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

On this 17<sup>th</sup> day of August, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires February 25, 1986

Robert A. Brown  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

ROUTINE USES:

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

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

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected pursuant to the law (43 CFR 3106-3(c)).

This information will be used to create a record of lease assignment.

Response to this request is required to obtain a benefit.



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-59826

Lease effective date  
January 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Davis Oil Company

Address (include zip code)

410 Seventeenth Street, Suite 1400  
Denver, CO 80202

The undersigned, as owner of Tr. 1-43.75%; Tr. 2-46.875% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 28 North, Range 110 West, 6th P.M.

Section 11: E $\frac{1}{2}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$  - Tract 1  
Section 14: All - Tract 2

197678

RECORDED August 29 1983 2:00 P.M.  
IN BOOK 69 PAGE 172  
FEES \$ 6.00 Leah York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Thurn*

3. Specify ~~XXXXXX~~ record title interest being conveyed to assignee 43.75%-Tr. 1  
46.875%-Tr. 2
4. Specify ~~XXXXXX~~ 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 8%-Tracts 1 & 2
7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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

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

Executed this 17th day of August, 1983.

*Jean Davis*  
Jean Davis (Assignor's Signature)

410 Seventeenth Street, Suite 1400  
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_ (Authorized Officer)

\_\_\_\_\_  
(Title) (Date)



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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

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

On this 17<sup>th</sup> day of August, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

Robert J. Raw  
Notary Public

My Commission Expires February 25, 1986

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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.

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-53083

Lease effective date

January 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Davis Oil Company

Address (include zip code)

410 Seventeenth Street, Suite 1400

Denver, CO 80202

The undersigned, as owner of 87.5 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

Assignment approved as to lands described below

Township 28 North, Range 110 West, 6th P.M.

Section 23: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 26: NE $\frac{1}{4}$

Sublette County, Wyoming

197679

RECORDED August 29 1983 2:00 PM  
IN BOOK 69 D & S PAGE 174  
FEES \$6.00 Land Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Yake*

3. Specify ~~XXXXXX~~ record title interest being conveyed to assignee

87.5%

4. Specify ~~XXXXXX~~ 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

8%

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

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

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

Executed this 18th day of August, 1983.

*Jean Davis*  
Jean Davis

(Assignor's Signature)

410 Seventeenth Street, Suite 1400

(Assignor's Address)

Denver, CO 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_

By \_\_\_\_\_

(Authorized Officer)

(Title)

(Date)



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

On this 18<sup>th</sup> day of August, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

Robert J. Davis  
Notary Public

My Commission Expires February 25, 1986

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202

Address

... shall submit such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this            day of            , 19   .

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

#### INSTRUCTIONS

1. *Use of Form* - Use only for assignment of record title in- interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.
2. *Filing and Number of Copies* - File three (3) completed and manually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee must accompany the assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective Date of Assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers. Assignee's quali- fications 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 de- finitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does not change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.
6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

#### NOTICE

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

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

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

#### ROUTINE USES:

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

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

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.



526912

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

RECORDED Apr 25 1983 AT 3:51 O'CLOCK PM  
INSTRUMENT NO. 350192  
JOHN J. TOBIN COUNTY CLERK

That Monsanto Company, a Delaware Corporation, being lessee under those certain State of Wyoming Oil and Gas leases described in Exhibit "A", attached hereto and made a part hereof, for and in consideration of the sum of Ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Monsanto Oil Company, a Delaware Corporation, of 700 South Colorado Boulevard, Suite 500, Denver, Colorado 80222, assignee, all rights, title and interest of assignor in and to said leases described in Exhibit "A".

TO HAVE AND TO HOLD unto the said Monsanto Oil Company, its successors and assigns subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease on new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 29th day of

November 29, 1982.

Photostatic Record  
Posted  
Indexed

DT SPRINGS COUNTY, WYO. NO.

RECORDED MICROFILM BOOK 23 M.F. PAGE 805-817

DATE July 25, 1983 9:30 A.M. O'CLOCK

ETTE ANDERSON, COUNTY CLERK

Bette Anderson

Fremont County: Wyo. No. 1653224

82

APR 11 1983 Book 201 of Microfilm Page

3:00 o'clock P.M. James A. Farthing

County Clerk

MONSANTO COMPANY, a Delaware Corporation

By

G. Robert Miller

Attorney-in-Fact

STATE OF WYOMING } ss 25869  
COUNTY OF JOHNSON }

This instrument was filed for record on June 2 1983  
at 11:15 A.M. and was duly recorded in Book 195 page

306-18, Fee \$ 28.00  
Carol A. Barton Register of Deeds.  
By Deputy

STATE OF COLORADO )  
) ss.  
COUNTY OF ARAPAHOE)

On this 29th day of November, 1982, before me personally appeared G. Robert Miller, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for Monsanto Company, and that said instrument was signed in behalf of said corporation by the authority of its Board of Directors, and he acknowledged it to be the free act and deed of said corporation.

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

My Commission Expires:

March 1983

Notary Public

RECORDED August 30 1983 8:00 A.M.  
IN BOOK 69 PAGE 176  
FEES 28.00  
COUNTY CLERK  
SUBLETTE COUNTY CLERK

Assignment approved by Board of Land Commissioners: January 31, 1983 without  
binding the State for the payment of any overriding royalty  
Assignment recorded in the Office of the Commissioner of Public  
Lands: February 1, 1983

STATE OF WYOMING } ss.

Campbell County

Filed for record this 28th day of March A.D. 1983 at 9:42 o'clock a M. and recorded in Book 670  
of Photos on page 248 Fees \$ 28.00

County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By  
Deputy

526912

87

PAGE 805

350192

159130

EXHIBIT "A"

350192

333871

STATE OF WYOMING TRACT NUMBER	DESCRIPTION	NET ACRES	LEASE DATE	MOC NUMBER
68-28930	Township 53 North, Range 72 West, 6th P.M. Sec. 16: W $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ From the surface to the stratigraphic equivalent of 7,410 feet. Campbell County, Wyoming	280.00	9-2-68	05-24273-01
68-32369	Township 37 North, Range 92 West, 6th P.M. Sec. 14: SW $\frac{1}{4}$ Sec. 15: E $\frac{1}{2}$ , NW $\frac{1}{4}$ Sec. 16: All Fremont County, Wyoming	1280.00	8-2-68	05-30622-01

68-32405	Township 37 North, Range 92 West, 6th P.M. Sec. 23: NE $\frac{1}{4}$ Sec. 24: E $\frac{1}{2}$ , NW $\frac{1}{4}$ Fremont County, Wyoming	640.00	8-2-68	05-30621-01
68-32405-A	Township 37 North, Range 92 West, 6th P.M. Sec. 23: NW $\frac{1}{4}$ Fremont County, Wyoming	160.00	8-2-68	05-31124-01
73-25801	Township 38 North, Range 90 West, 6th P.M. Sec. 36: All Fremont County, Wyoming	547.20	6-2-73	05-30392-01
73-54753	Township 37 North, Range 88 West, 6th P.M. Sec. 16: W $\frac{1}{2}$ Natrona County, Wyoming	320.00	12-2-73	05-30574-01

350192

223821

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PAGE 807

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75-2166	<u>Township 53 North, Range 80 West, 6th P.M.</u> <u>Sec. 36: E<math>\frac{1}{2}</math>E<math>\frac{1}{2}</math></u> Johnson County, Wyoming	160.00	1-2-75	05-30658-01
75-59009	<u>Township 54 North, Range 82 West, 6th P.M.</u> <u>Sec. 12: S<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math>, SE<math>\frac{1}{2}</math>NW<math>\frac{1}{4}</math>, E<math>\frac{1}{2}</math>SW<math>\frac{1}{4}</math>, SE<math>\frac{1}{4}</math></u> <u>Sec. 13: N<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math>, NW<math>\frac{1}{2}</math>NW<math>\frac{1}{4}</math>, S<math>\frac{1}{2}</math>NW<math>\frac{1}{4}</math>, SW<math>\frac{1}{4}</math>, S<math>\frac{1}{2}</math>SE<math>\frac{1}{4}</math></u> Sheridan County, Wyoming	800.00	5-2-75	05-30533-01
75-60058	<u>Township 55 North, Range 82 West, 6th P.M.</u> <u>Sec. 21: SW<math>\frac{1}{4}</math>, SW<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math></u> Sheridan County, Wyoming	200.00	5-2-75	05-30510-01
75-81195	<u>Township 36 North, Range 93 West, 6th P.M.</u> <u>Sec. 36: All</u> Fremont County, Wyoming	640.00	7-2-75	05-30411-01
75-93585	<u>Township 40 North, Range 90 West, 6th P.M.</u> <u>Sec. 36: All</u> Fremont County, Wyoming	643.55	9-2-75	05-30656-01

76-0152

✓  
Township 33 North, Range 83 West, 6th P.M.  
✓  
Sec. 16: SW $\frac{1}{4}$   
✓  
Sec. 20: W $\frac{1}{2}$ SW $\frac{1}{4}$   
Natrona County, Wyoming

240.00

3-2-76

05-30511-01

76-0198

✓  
Township 38 North, Range 91 West, 6th P.M.  
Sec. 14: SW $\frac{1}{4}$ SW $\frac{1}{4}$   
Fremont County, Wyoming

40.00

3-2-76

05-30506-01

76-0580

✓  
Township 36 North, Range 88 West, 6th P.M.  
✓  
Sec. 16: All  
Natrona County, Wyoming

640.00

9-2-76

05-30517-01

76-0717

✓  
Township 37 North, Range 89 West, 6th P.M.  
Sec. 32: All  
Fremont County, Wyoming

640.00

1-2-76

05-30419-01

76-0718

✓  
Township 37 North, Range 89 West, 6th P.M.  
Sec. 33: All  
Fremont County, Wyoming

640.00

11-2-76

05-30415-01

350192

333871

809

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76-0748

Township 54 North, Range 81 West, 6th P.M.  
Sec. 20:  $E\frac{1}{2}NE\frac{1}{4}$ ,  $NE\frac{1}{4}SE\frac{1}{4}$   
Sec. 21:  $W\frac{1}{2}NW\frac{1}{4}$

200.00

11-2-76

05-30634-01

Sheridan County, Wyoming

76-0757

Township 39 North, Range 87 West, 6th P.M.  
Sec. 36: All

673.27

12-2-76

05-31533-01

Natrona County, Wyoming

76-0799

Township 38 North, Range 93 West, 6th P.M.  
Sec. 36: All

640.00

12-2-76

05-30422-01

Fremont County, Wyoming

77-0026

Township 37 North, Range 91 West, 6th P.M.  
Sec. 16: All

640.00

1-2-77

05-30421-01

Fremont County, Wyoming

77-0027

Township 37 North, Range 91 West, 6th P.M.  
Sec. 21:  $S\frac{1}{2}$

320.00

1-2-77

05-30417-01

Fremont County, Wyoming

92



77-0027A	<u>Township 37 North, Range 91 West, 6th P.M.</u> <u>Sec. 22: S<math>\frac{1}{2}</math></u> Fremont County, Wyoming	320.00	1-2-77	05-30648-01
77-0029	<u>Township 37 North, Range 93 West, 6th P.M.</u> <u>Sec. 1: SW<math>\frac{1}{4}</math>NE<math>\frac{1}{4}</math>, NE<math>\frac{1}{4}</math>SE<math>\frac{1}{4}</math></u> Fremont County, Wyoming	80.00	1-2-77	05-30413-01
77-0099	<u>Township 38 North, Range 92 West, 6th P.M.</u> <u>Sec. 36: Lots 5,6,7,8, W<math>\frac{1}{2}</math>SE<math>\frac{1}{4}</math>, SW<math>\frac{1}{4}</math></u> Fremont County, Wyoming	346.94	2-2-77	05-30412-01
77-0152	<u>Township 36 North, Range 92 West, 6th P.M.</u> <u>Sec. 36: All</u> Fremont County, Wyoming	640.00	3-3-77	05-30430-01
77-0191	<u>Township 37 North, Range 88 West, 6th P.M.</u> <u>Sec. 36: Lots 2,3,4,5, W<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math></u> Natrona County, Wyoming	258.89	4-2-77	05-30480-01

350192

233871

811<sup>3</sup>

182

77-0270	<u>Township 37 North, Range 88 West, 6th P.M.</u> <u>Sec. 16: <math>W\frac{1}{2}NE\frac{1}{4}</math>, <math>E\frac{1}{2}SE\frac{1}{4}</math>, <math>SE\frac{1}{4}NE\frac{1}{4}</math>, <math>SW\frac{1}{4}SE\frac{1}{4}</math></u> Natrona County, Wyoming	240.00	5-2-77	05-30559-01
77-0386	<u>Township 53 North, Range 78 West, 6th P.M.</u> <u>Sec. 36: Pt. Res. Tr. 41 (orig. <math>SW\frac{1}{4}</math>)</u> Johnson County, Wyoming	160.00	7-2-77	05-30461-01
77-0564	<u>Township 40 North, Range 90 West, 6th P.M.</u> <u>Sec. 16: <math>S\frac{1}{2}</math></u> Fremont County, Wyoming	320.00	10-2-77	05-30654-01
77-0613	<u>Township 36 North, Range 88 West, 6th P.M.</u> <u>Sec. 12: <math>SE\frac{1}{4}NE\frac{1}{4}</math></u> Natrona County, Wyoming	40.00	10-2-77	05-30606-01
77-0618	<u>Township 40 North, Range 91 West, 6th P.M.</u> <u>Sec. 16: <math>S\frac{1}{2}</math></u> Fremont County, Wyoming	320.00	11-2-77	05-30655-01

77-0682

880.00

11-2-77

05-30554-01

Township 1 North, Range 4 East of the  
Windriver Meridian

Sec. 14: S $\frac{1}{2}$ , NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$   
Sec. 23: W $\frac{1}{2}$

Fremont County, Wyoming

333871

78-0043

160.00

1-2-78

05-30566-01

Township 52 North, Range 80 West, 6th P.M.  
Sec. 36: W $\frac{1}{2}$ W $\frac{1}{2}$

Johnson County, Wyoming

78-0045

635.64

1-2-78

05-30563-01

Township 55 North, Range 81 West, 6th P.M.  
Sec. 31: All

Sheridan County, Wyoming

78-0047

880.00

1-2-78

05-30568-01

Township 55 North, Range 82 West, 6th P.M.  
Sec. 25: SW $\frac{1}{4}$   
Sec. 35: S $\frac{1}{2}$ SE $\frac{1}{4}$   
Sec. 36: All

Sheridan County, Wyoming



78-0054	Township 37 North, Range 92 West, 6th P.M. Sec. 7: $S\frac{1}{2}NE\frac{1}{4}$ Sec. 8: $NW\frac{1}{4}SW\frac{1}{4}$	120.00	1-2-78	05-30571-01
78-0210	Township 55 North, Range 81 West, 6th P.M. Sec. 32: $W\frac{1}{2}$ Sheridan County, Wyoming	320.00	3-2-78	05-30651-01
78-0318	Township 38 North, Range 93 West, 6th P.M. Sec. 16: All Fremont County, Wyoming	640.00	4-2-78	05-30623-01
78-0514	Township 39 North, Range 94 West, 6th P.M. Sec. 16: $W\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ , $NW\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}$ Fremont County, Wyoming	30.00	7-2-78	05-30646-01
78-0793	Township 52 North, Range 81 West, 6th P.M. Sec. 1: Lot 1 Sec. 11: $N\frac{1}{2}N\frac{1}{2}$ Sec. 13: $N\frac{1}{2}NE\frac{1}{4}$ Johnson County, Wyoming	679.74	9-2-78	05-30832-01

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78-0905	Township 52 North, Range 79 West, 6th P.M. Pt. Res. Tr. 51 (Orig. $W\frac{1}{2}SE\frac{1}{4}$ , Sec. 16) Pt. Res. Tr. 69 (Orig. $W\frac{1}{2}NE\frac{1}{4}$ , Sec. 36)	160.00	10-2-78	05-30635-01
79-0001	Township 39 North, Range 86 West, 6th P.M. Sec. 16: All Natrona County, Wyoming	640.00	1-2-79	05-30676-01
79-0002	Township 40 North, Range 87 West, 6th P.M. Sec. 17: $SW\frac{1}{4}NE\frac{1}{4}$ , $NW\frac{1}{4}SE\frac{1}{4}$ Sec. 22: $NE\frac{1}{4}$ Sec. 36: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$ , $W\frac{1}{2}$ (All) Natrona County, Wyoming	897.80	1-2-79	05-30677-01
79-0003	Township 40 North, Range 88 West, 6th P.M. Sec. 16: All Sec. 19: $NE\frac{1}{4}NE\frac{1}{4}$ , $E\frac{1}{2}NW\frac{1}{4}$ Sec. 35: $SE\frac{1}{4}NW\frac{1}{4}$ Natrona County, Wyoming	800.00	1-2-79	05-30678-01

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79-0004

240.00

1-2-79

05-30679-01

350192

Township 40 North, Range 89 West, 6th P.M.  
Sec. 2:  $SE\frac{1}{4}NE\frac{1}{4}$   
Sec. 5:  $N\frac{1}{2}SE\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ ,  $E\frac{1}{2}SW\frac{1}{4}$

Natrona and Fremont Counties, Wyoming

79-0005

40.07

1-2-79

05-30680-01

333871

Township 40 North, Range 91 West, 6th P.M.  
Sec. 6: Lot 7

Fremont County, Wyoming

79-0006

139.32

1-2-79

05-30681-01

816

Township 40 North, Range 92 West, 6th P.M.  
Sec. 5: Lot 4  
Sec. 6: Lot 1  
Sec. 14:  $NW\frac{1}{4}NW\frac{1}{4}$

Fremont County, Wyoming

79-0007

40.00

1-2-79

05-30682-01

Township 40 North, Range 92 West, 6th P.M.  
Sec. 22:  $NE\frac{1}{4}SE\frac{1}{4}$

Fremont County, Wyoming

79-0008

34.90

1-2-79

05-30683-01

Township 40 North, Range 93 West, 6th P.M.  
Sec. 6: Lot 7

Fremont County, Wyoming



350192

79-0009

Township 40 North, Range 94 West, 6th P.M.  
Sec. 1: Lots 1,2, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$   
Fremont County, Wyoming

282.81

1-2-79

05-30684-01

79-0010

Township 41 North, Range 94 West, 6th P.M.  
Sec. 36: All  
Hot Springs County, Wyoming

640.00

1-2-79

05-30685-01

79-0185

Township 33 North, Range 90 West, 6th P.M.  
Sec. 14: NW $\frac{1}{4}$ SW $\frac{1}{4}$   
Fremont County, Wyoming

40.00

3-2-79

05-30807-01

79-0367

Township 38 North, Range 86 West, 6th P.M.  
Sec. 16: All  
Natrona County, Wyoming

640.00

6-2-79

05-31528-01

79-0547

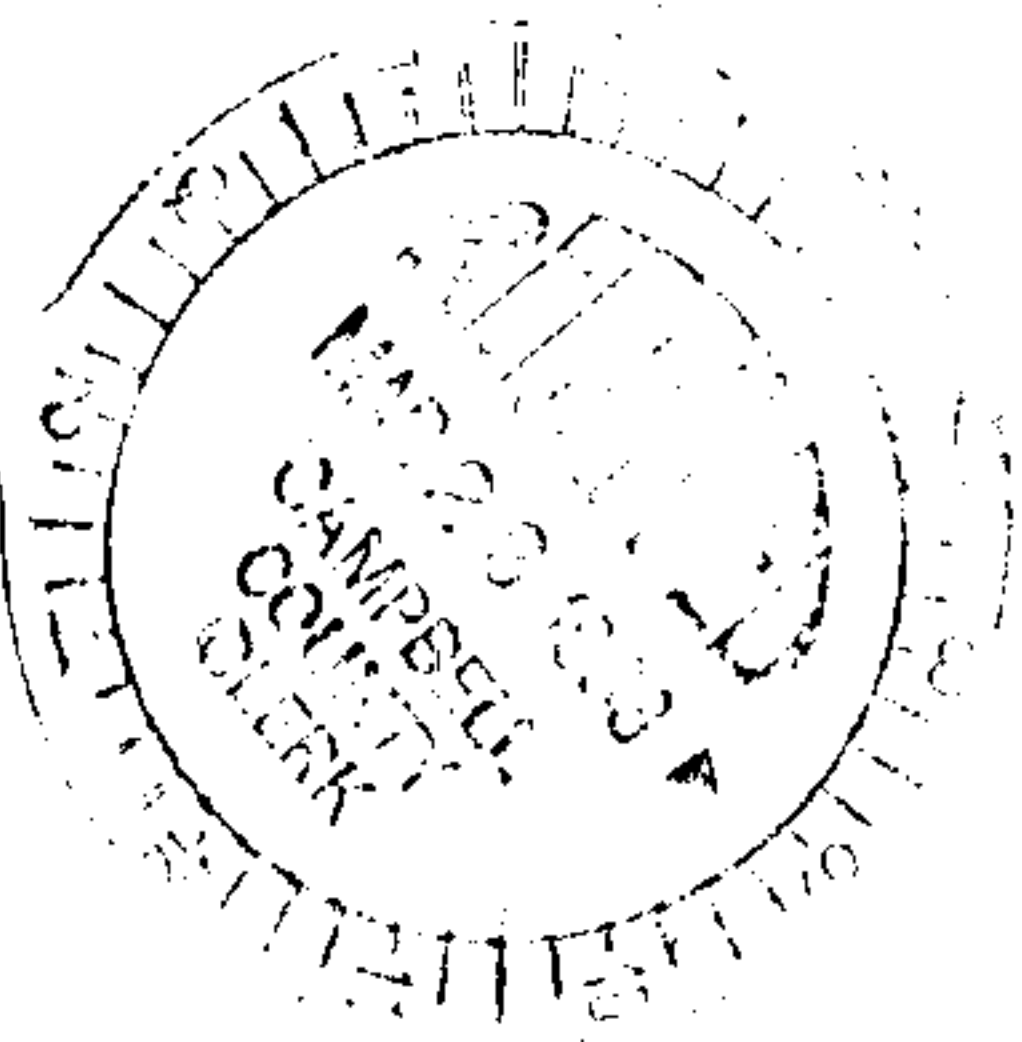
Township 30 North, Range 103 West, 6th P.M.  
Sec. 24: NW $\frac{1}{4}$ SW $\frac{1}{4}$  S $\frac{1}{2}$ NE $\frac{1}{4}$   
Sublette County, Wyoming

160.00

10-2-79

05-30896-01

220135



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233871

189  
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST  
(United States Oil and Gas Lease)

FOR VALUE RECEIVED, the under signed, Joe F. Hernandez,  
whose address is 510 East 9th Street, Cheyenne, Wyoming 82007,  
does hereby assign, transfer, convey, and set over to Maurice W. Brown,  
whose address is 614 So. Greeley Hwy., Cheyenne, Wy 82007,  
an overriding royalty consisting of one-half of one percent (1/2 of 1%)  
percent of all of the oil, gas and other hydrocarbon substances produced, saved and  
marketed from the lands hereinafter described under the terms of the oil and gas lease  
hereinafter specified and all extensions and renewals thereof. The oil and gas lease  
is identified as United States of America Serial Number 77-0333 dated the  
2nd day of June, 1977. The lands covered thereby as  
they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming  
Township 32 North, Range 110 West, 6th P.M.  
Section 16: All  
Containing 640.00 acres

This assignment is made without warranties of title express or implied  
and shall be binding upon the undersigned, as assignor, and the person to whom the  
assignment is made, as assignee, and their respective heirs, personal representatives,  
successors, and assigns.

Dated and signed this 25 day of August, 1983.

197730

RECORDED Sept 1 1983 3:00 P M  
IN BOOK 69 Oct PAGE 189  
FEES \$4.00 Land Yak COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Joe F. Hernandez  
Assignor Joe F. Hernandez

STATE OF Wyoming  
COUNTY OF Laramie

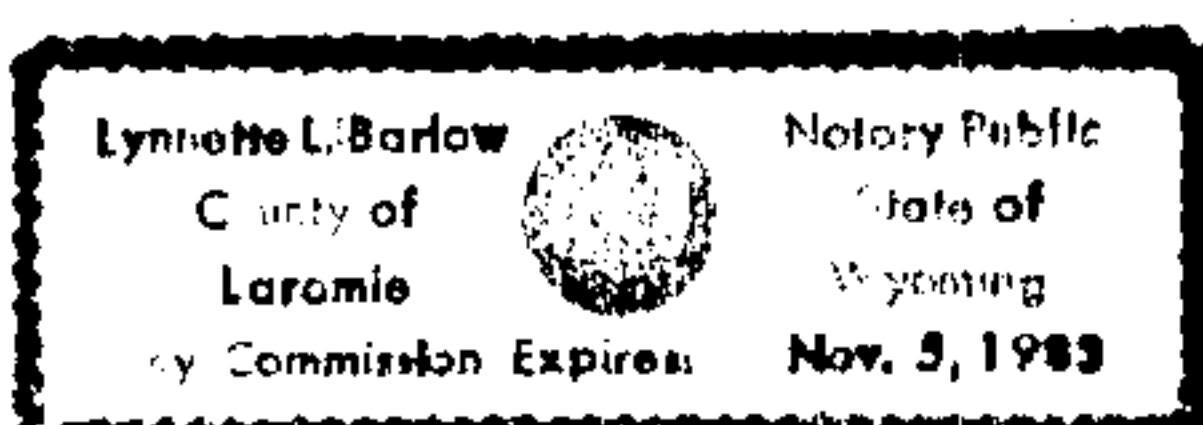
The foregoing instrument was acknowledged before me by \_\_\_\_\_

Joe F. Hernandez

this 25th day of August, 1983.

Witness my hand and official seal.

My commission expires: Nov. 5, 1983



Lynnette L. Barlow  
Notary Public

97.00

AGREEMENT FOR THE SUBSURFACE STORAGE OF GAS  
IN ALMY "P" SAND C-56 AREA - CHIMNEY BUTTES FIELD  
SUBLETTE COUNTY, WYOMING

This Agreement, made and entered into this 10<sup>th</sup> day of  
MAY, 1983, by and between the parties signatory  
hereto;

W I T N E S S E T H:

Recitals

The United States of America, herein sometimes called  
"United States", the State of Wyoming, herein sometimes called  
"Wyoming", William J. McGinnis and Jane McGinnis, his wife, Aaron  
H. McGinnis and Caroline McGinnis, his wife, Victor S. McGinnis  
and Dorothy J. McGinnis, his wife, Marjorie Brawley and Clarence  
Brawley, her husband, and Mary Nell McGinnis, herein collectively  
sometimes called "McGinnis", and J. F. Ranch, Inc. are the owners  
of lands or interests therein in the C-56 Area, Chimney Buttes  
Field, Sublette County, Wyoming, as shown on Exhibit A attached  
hereto and made a part hereof. These parties collectively are  
herein sometimes referred to as "Owners". Belco Petroleum Corpo-  
ration, having a regular place of business at 10000 Old Katy Road,  
Houston, Texas, 77055, herein sometimes called "Belco", holds  
oil and gas leases or the operating rights and working interests  
under oil and gas leases covering the Exhibit A lands. These oil  
and gas leases and operating rights and working interests of  
Belco therein are shown on Exhibit B attached hereto and made a  
part hereof.

197749

RECORDED <u>Sept 6</u>	1983 <u>8:00 A.M.</u>
IN BOOK <u>69 D &amp; S</u>	PAGE <u>190</u>
FEES \$ <u>97.00</u> <u>Land York</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Dorothy McGinnis*



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FMC Corporation, having a regular place of business in Denver, Colorado, herein sometimes called "FMC", is a corporation engaged, among other things, in the business of producing and purchasing natural gas for use in its chemical plants in the State of Wyoming and elsewhere. In order to stabilize and make more secure the supply of natural gas for such plants, FMC is desirous of using the Almy "P" Sand reservoir underlying certain of the lands in Sections 24, 25 and 36, T28N, R113W, Sublette County, Wyoming, shown on Exhibit A and subject to the leases shown on Exhibit B, for the injection, storage and withdrawal of natural gas together with the right to install the necessary pipeline and other facilities for the injection and withdrawal of such gas. The owners and Belco are desirous of entering into an arrangement for the use of such Sand for the storage of gas by FMC and owners are agreeable to permitting such storage, all, however, upon the terms and conditions herein set forth.

Under the terms and provisions of the Act of February 25, 1920, as amended, the Secretary of Interior, to avoid waste or to promote conservation of natural resources, is empowered to authorize the subsurface storage of gas, whether or not produced from federally owned lands, in lands leased or subject to lease under the provisions of said Act, and to establish minimum values for oil and gas.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

SECTION 1. AUTHORIZATION FOR STORAGE OF GAS. Each of the owners, separately and severally, authorizes the exclusive use by FMC of its interest in the "gas storage formation" described and set forth on Exhibit C comprising an isopach map of the Almy "P" Sand reservoir in the "gas storage reservoir area" described and set forth on Exhibit D, comprising a structure contour on top of the Almy "P" Sand reservoir, for underground gas storage purposes and authorizes FMC exclusively to store gas and at will to inject gas and withdraw gas from storage. The Almy "P" Sand shall, for all purposes of this Agreement and the assignments to be made pursuant to the provisions of Section 3 hereof, be deemed to include, without limitation, the lower Almy "P" Sand and the Upper Almy "P" Sand depicted on Exhibit F attached hereto and made a part hereof. FMC shall be under no obligation to take or store any particular quantity of gas other than such gas as it shall in its sole discretion deem advisable. Each of the owners does hereby authorize and grant to FMC the right to enter upon the surface of the "gas storage reservoir area" to the extent that said surface is owned by such owner, for the purpose of injecting gas into and withdrawing gas from said "gas storage formation" by means of any well now existing or hereinafter drilled as provided for by Section 2.

SECTION 2. OPERATIONS. Belco shall have the right to continue to operate and produce gas from the existing Almy "P" Sand reservoir until FMC is ready to commence injection of gas. FMC shall, however, have the right at any time from and after the date of this Agreement to conduct preparatory operations for gas storage

including, without limitation, the drilling of injection wells, on the lands covered by this Agreement. When FMC is ready to commence the injection of gas into the "gas storage formation", then, subject to the rights and obligations by and between Belco and FMC set forth in Section 3, FMC shall have the right to drill additional wells into the "gas storage formation" within the "gas storage reservoir area" to the extent necessary or desirable for the enjoyment by FMC of the gas storage rights granted by this Agreement, subject to FMC obtaining appropriate approval of governmental authorities where required. Prior to abandoning any well which has been drilled through the "gas storage formation" to a lower strata, Belco shall offer to assign all of its title, rights, interests and obligations in such well to FMC subject to FMC paying to Belco the salvage value of the well equipment. In the event FMC and Belco cannot agree upon such value it shall be determined by averaging two bona fide quotes for such equipment. FMC agrees to conduct all operations herein authorized for the lands subject to this Agreement in accordance with the Oil and Gas Operating Regulations generally applicable to federally owned lands (30 CFR 221) and all applicable regulations of Wyoming. Subject to any necessary protection of environmental values as determined by the Deputy Minerals Manager, the United States authorizes and grants to FMC the right and easement to construct, install, maintain and remove structures, pipelines, casing, drips, valves and other appliances necessary, useful or convenient for the purpose of this Agreement in, on or across the land owned by the United States. FMC also agrees to comply with all applicable provisions of the Oil and Gas Leasing Regulations



(43 CFR 3100). Similarly each of the other owners severally authorizes such use of lands owned by such other owners subject to necessary protection of environmental values as determined by appropriate State of Wyoming authorities or other authorities having jurisdiction in the premises. At no time shall FMC cause the maximum pressure of the Gas Storage Reservoir to exceed 0.50 pounds per square inch per foot of depth.

SECTION 3. RIGHTS AND OBLIGATIONS AS RESPECTS BELCO AND FMC.

The "gas storage formation" and the "gas storage reservoir area" are limited and defined as shown on Exhibits C, D and F. FMC agrees to bear all costs of squeezing Almy "P" Sand perforations of the "gas storage reservoir area" or other remedial work necessary to isolate the Almy "P" Sand of such reservoir in the existing wells, subject to the production and sale of the remaining recoverable reserves therein. FMC will have the right to use all surface areas and access roads within the defined area shown on Exhibit A. Belco will be responsible for maintenance of such access roads and FMC will, subject to prior approval of any proposed maintenance involving an expenditure of more than Ten Thousand Dollars (\$10,000.00), pay Belco 75% of the costs of all such maintenance within 30 days of receipt of invoice from Belco. Any roads to be built exclusively for FMC's use shall be constructed and maintained at FMC's cost and expense. FMC shall, for the use of the gas storage reservoir area free of interference from Belco, make payments to Belco in accordance with the terms and conditions of a separate Letter Agreement entered into by such parties under date of November 6, 1980. Except for FMC's

right to use and take over existing Almy "P" Sand wells after it takes over operation of the gas storage reservoir as hereinafter provided, Belco shall retain ownership of all existing wells currently within the "gas storage reservoir area" and FMC shall not otherwise acquire any right, title or interest in such wells until such time as the interests in any such well or wells are assigned in accordance with Section 2. Belco hereby agrees to assign to FMC all of its right, title and interest in the operating rights and working interest under and pursuant to oil and gas leases shown on Exhibit B insofar as such leases and operating rights and working interests cover and apply to the Almy "P" Sand shown on Exhibit C and F (the "gas storage formation"); and all rights to Almy "P" Sand reservoir which is contiguous with the contoured reservoir as shown on Exhibit D or in pressure communication with such reservoir within those sections described in Exhibit A, reserving, however, to Belco all rights both above and below the interests so assigned. Such assignments shall, as to Federal Lease E-024756, be substantially in the form of the Assignment shown on Exhibit E attached hereto and made a part hereof, as to the State of Wyoming Lease 0-11142 in substantially the form shown on Exhibit E-1 and as to the McGinnis lease in substantially the form of Exhibit E-2. Further, Belco shall execute and deliver to FMC such assignments promptly upon receiving written notice from FMC to Belco requesting such assignments. Such notice must be given within 10 years from the effective date hereof and shall advise Belco that FMC is ready to commence injection of gas and will commence injection of gas within 60 days from and after the date of such notice. The

execution and delivery of such assignments will not supercede this Agreement; but all terms and conditions hereof will continue in effect including without limitation (1) Belco's right to operate the presently producing Almy "P" Sand wells until the injection of gas by FMC is actually commenced, and (2) the warranties of Belco set forth in Section 15.

An area of mutual interest extending one mile around the "gas storage reservoir area" is hereby established. Within this area Belco and FMC will keep each other fully informed of all operations, operating results, well data and performance, drilling, completion and other activities. All such information shall be held confidential and will not be released to a third party without prior approval of the party providing such information.

FMC will be responsible for obtaining all permits and approvals required by federal, state and local agencies that are necessary for FMC to operate the reservoir for the purposes of gas storage and will further be responsible for all reports to such agencies in regard to the storage facility. Belco will be responsible for reporting to such agencies as to all other depths. Belco will provide all engineering and production data which it has available and any other assistance and support needed by FMC to obtain all necessary permits, approvals and rights-of-way. Belco will provide such assistance and information in a timely manner. All such information shall be held confidential and used only for the purposes of obtaining such approvals.

Subject to the approval of the Deputy Minerals Manager and appropriate Wyoming authorities, FMC shall, from and after the



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time when FMC commences injecting gas for storage, have the right to use and shall take over the operation of the Almy "P" Sand wells on the lands shown on Exhibit A for the injection or withdrawal of gas or otherwise as the use of such wells may be appropriate in connection with its operations provided that such use does not interfere with Belco's operations in either upper or lower formations. If FMC shall drill any new or additional wells within such area, Belco shall have the right to monitor such drilling operations and well performance. If gas shows are encountered in formations above the Almy "P" Sand, Belco shall have the right to test and evaluate such formations at its sole risk and expense. This right shall not entitle Belco to enter a cased well drilled or operated by FMC for storage purposes, nor shall this be construed as to allow Belco to unnecessarily delay FMC in the drilling and completion of storage project wells. Except for the wells only producing from the Almy "P" Sand and wells with respect to which FMC has accepted assignments from Belco in accordance with Section 2, Belco shall have the right to (1) use, rework, deepen or plug back any existing well and (2) to drill any new or additional well on the lands shown on Exhibit A provided that if any such well penetrates the "gas storage reservoir area" or "gas storage formation" Belco shall conduct such operations subject to the approval of the Deputy Minerals Manager and appropriate Wyoming authority and shall use its best efforts as a reasonably prudent operator so to conduct such operations as (1) not to interfere with FMC's gas storage operation, (2) not to cause damage to the gas storage reservoir, (3) not to permit gas produced in any such additional well to enter the gas storage

reservoir, and (4) prevent the escape of any gas in the gas storage reservoir or any leakage of such gas. FMC shall have the right to monitor any such operations of Belco. Belco shall conduct well casing cementing or plugging operations in such a manner as to insure the proper isolation of the gas storage formation. In demonstration of this isolation, Belco shall provide FMC with a cased-hole cement bond log (CBL) which demonstrates the probable existence of such isolation. Likewise, FMC shall provide Belco with CBL logs on the FMC drilled wells to demonstrate that FMC has properly isolated the gas storage formation.

FMC, must to its satisfaction, be allowed to determine that the gas storage formation is not in communication through well-bore leaks with any other formation. To this end, FMC shall have the right to enter, at their own cost and risk, any well in the gas storage reservoir area which has previously penetrated the gas storage formation for the purpose of isolating by cement squeezing operations the gas storage formation. FMC shall give Belco at least 60 days notice of any such operation and shall return any well to its previous producing zone and status after the operation. If unable to return or repair any such well to its prior condition, due to mechanical reasons, FMC's liability shall be limited to the drilling and equipping of a replacement well to a depth equivalent of the deepest productive zone encountered in the lost well. In order to identify possible leakage of storage gas into other wells, FMC shall have the right, from time to time, to gather gas samples from wells in the gas storage area which are not necessarily producing from the gas storage formation.

Prior to drilling any well in the gas storage area, Belco shall provide FMC with a detailed drilling program and drillsite survey for the well. This information shall be provided with thirty (30) days notice during which time FMC may return comments to Belco for Belco's consideration. After completion of a drilled well (as either a dryhole or producer) Belco shall provide FMC with a copy of daily drilling reports, daily drillers record, open and cased hole logs, drillstem tests reports, and any other technical information which can be construed as helpful in planning future drilling operations in the field. Likewise, FMC shall provide Belco with these same notices, surveys, reports, logs, and other information as described above, on FMC drilled wells. No well shall be located by either party in such a location as to interfere with the permanent or temporary surface facilities of the other party.

Belco shall have the right to use storage capacity in the gas storage reservoir not needed by FMC on a cost-of-operations basis; provided that FMC will unilaterally have the right to determine what, if any, capacity is in excess of its needs. Any such use of the gas storage reservoir shall be under FMC's exclusive jurisdiction and shall be made by FMC pursuant to the authority hereto given to FMC by owners and shall for all purposes of this Agreement be deemed storage of gas by FMC except for such separate accounting arrangements as may be entered into by and between FMC and Belco.

SECTION 4. EFFECTIVE DATE AND TERM. This Agreement shall be effective as of the date hereof upon execution by the parties



notwithstanding the date of execution and shall remain in force and effect for a period of ten (10) years from such effective date and so long thereafter as FMC shall continue to use the lands or any portion thereof for underground storage purposes unless sooner terminated as provided in Section 10a hereof.

SECTION 5. RELINQUISHMENT-EXPANSION-CONTRACTION. Nothing in this Agreement shall be construed as limiting the right of Belco to relinquish at any time its interest in the oil and gas leases or operating rights and working interests covering all or part of the lands described in Exhibit A. Should a lease covering lands within such area be relinquished, the owner of such lands reserves the right to issue a new lease or leases therefor, subject to the condition that the "gas storage formation" and "gas storage reservoir area" shall be excluded from such new lease or leases. Likewise, each owner agrees to exclude the "gas storage formation" and the "gas storage reservoir area" from any lease or development agreement into which it may enter with respect to minerals other than oil and gas. All operations conducted by any owner or pursuant to any lease or agreement for the development of the subject lands for oil or gas or any other mineral shall be done in a good and workmanlike manner so as to prevent the loss of gas out of the "gas storage formation" or the "gas storage reservoir area". In the event it should be determined that lands and/or formations subject to this Agreement are no longer needed for the purposes herein stated, such lands and/or such formations may be eliminated from the "gas storage reservoir area" by filing with the Deputy Minerals Manager and with the Commissioner of

Public Lands of Wyoming a request for such elimination together with supporting geologic and engineering data. Upon the approval of the request by the Deputy Minerals Manager and by the Commissioner of Public Lands of Wyoming, the lands and formations shall be deemed removed.

If FMC demonstrates to the satisfaction of the Deputy Minerals Manager and the appropriate officials of the State of Wyoming that stored gas is migrating from the "gas storage formation" to other formations or that stored gas is expanding beyond the limits of the "gas storage reservoir area", then, with the concurrence of the Deputy Minerals Manager and other affected parties, this Agreement may be amended, effective as of the date prescribed by the Deputy Minerals Manager and concurred in by the Commissioner of Public Lands of Wyoming, to include such other land and/or formation subject to the same terms and conditions as provided in Sections 8 and 9 hereof to the extent that the provisions of such Sections are then applicable to the lands and formations committed to this Agreement.

Within 30 days after the effective date of any contraction or expansion of the "gas storage reservoir area" provided for in this Section, FMC shall file 6 copies of revised Exhibit C, D and F with the Deputy Minerals Manager and with the appropriate officials of Wyoming. Thereupon the annual storage fees for the lands covered by this Agreement as so amended shall be modified to reflect the proportionate ownership of the Almy "P" Sand reservoir by the United States, Wyoming and any other parties having interests in lands that are included by reason of such Amendment.

SECTION 6. MEASUREMENT AND QUALITY. All stored gas shall be measured when injected into and withdrawn from storage, and a record thereof shall be kept. FMC agrees to render to each owner and to Belco within 30 days after each calendar year quarter, a statement certified by FMC showing the total amount of gas injected into and withdrawn from the "gas storage reservoir area" during that preceding calendar year quarter. The amount of gas reported as injected and withdrawn shall be computed at a standard pressure of 14.73 pounds per square inch absolute and a standard temperature of 60° F., regardless of the pressure and temperature at which the gas was actually measured. Such statement shall be filed in duplicate with the Deputy Minerals Manager and with the appropriate officials of Wyoming. The quality of gas injected into the "gas storage reservoir area" shall be of a quality substantially the same as that of the gas that has been and is currently being produced from the Almy "P" Sand to the end that the native recoverable gas still in the reservoir and discussed in Section 8, below, shall not be polluted or substantially modified in quality; provided that such obligation shall cease when native recoverable gas has been produced or compensated for by substitute gas as provided in Section 8.

SECTION 7. BOND. FMC shall furnish forthwith upon the execution and delivery of this Agreement and maintain at all times thereafter, such bond or bonds as may be required by the United States or by Wyoming, including a bond or bonds in the penal sum of \$15,000.00 with approved corporate security conditioned upon compliance with the terms of this Agreement and such bonds shall be for the benefit and run in favor of each owner separately.



SECTION 8. RECOVERABLE NATIVE GAS. It is agreed by the parties hereto that as of January 1, 1981, the "gas storage formation" within the "gas storage reservoir area" contains 84 MMcf at 14.73 p.s.i.a. and 60° F. of recoverable native gas, 10.8 MMcf being attributable to Section 25 and 73.2 MMcf being attributable to Section 36 and all such gas shall be allocated accordingly. It is contemplated by the parties that, within two to six months from and after the date of the first injection of gas by FMC into the "gas storage formation", 84 MMcf of gas (less gas produced by Belco up to the time FMC commences injection of gas as hereafter discussed) will either (1) be withdrawn by FMC from gas storage and delivered to Belco for sale to Northwest Pipeline Corporation or (2) be delivered by FMC to Belco for such sale at the point of injection and prior to injection. In such latter case the gas so delivered shall comprise gas produced or acquired by FMC from other fields in the Green River Basin. Such gas shall meet the quality standard provided for in Section 6 and shall be subject to the same royalty and overriding royalty payments as if it were recoverable native gas. Any gas from other fields so delivered to Belco shall be deemed recoverable native gas and credited against FMC's obligation with respect thereto. Upon such obligation being satisfied, no royalty or overriding royalty shall be payable with respect to withdrawn gas (except if gas withdrawn exceeds gas injected plus recoverable native gas as later provided in this section) to the end that neither the United States or Wyoming will ever be entitled to both a royalty and an injection or withdrawal fee on gas withdrawn from the "gas storage formation". FMC shall make every reasonable effort to satisfy its obligation

with respect to recoverable native gas in the subject reservoir in accordance with the foregoing provisions of this paragraph, provided however, that FMC shall never be obligated to deliver to Belco (either from gas in storage or available for storage) more than fifty percent (50%) of the volume of gas FMC has available for injection into the gas storage reservoir on a daily basis. If FMC has not within such two (2) to six (6) month period satisfied its obligations with respect to recoverable native gas as set forth above, FMC shall then, on a daily basis, deliver to Belco fifty percent (50%) of all gas which FMC has available for injection into the gas storage reservoir (or the equivalent of gas withdrawn from storage) until such obligation is satisfied in full, all subject to the same conditions set forth above in this paragraph. In any event, FMC shall satisfy its obligation to deliver gas to Belco in accordance with the provisions of this section with respect to recoverable native gas within a ten-year period following initial injection.

The parties recognize that Belco has been continuously producing "recoverable native gas" from the Almy "P" Sand since January 1, 1981, the time when the volume of such gas was determined to be 84 MMcf; and it is agreed that Belco will continue so to produce "recoverable native gas" until FMC commences the injection of gas notwithstanding FMC's exclusive right to use the Almy "P" Sand formation for storage purposes. FMC shall notify Belco in writing when it is ready to commence injection of gas. At that time Belco shall compute the volume of "recoverable native gas" produced by it from and after January 1, 1981, and until the time when FMC commences injection of gas, and furnish

FMC with a statement showing the aggregate volume of such gas produced by it during such period supported by appropriate documents. The volume so determined shall be deducted from the 84 MMcf of "recoverable native gas" to the end that FMC's obligation with respect thereto shall consist only of the balance of "recoverable native gas" after such deduction. From and after the time FMC commences to inject gas, Belco shall produce no further gas from the Almy "P" Sand as defined in this Agreement; and thereafter, FMC shall be responsible for the operation of the storage reservoir and receive such designation of operator as is appropriate.

The value basis to be used in the computation of royalty value due on the recoverable native gas is hereby agreed by the parties hereto to be the highest lawful price for such gas at the time produced so long as the price of such gas shall be subject to governmental regulation. If such gas ceases to be subject to price regulation, then the value of gas for computation of royalty value shall be the price of gas determined under the terms of the contract with Northwest Pipeline Company for the Chimney Buttes Area dated April 17, 1981, subject, however, to such value basis being approved by the appropriate officials of the Department of Interior and by the Commissioner of Public Lands of Wyoming.

It is hereby agreed for the purposes of this Agreement that the Btu content of the native gas shall be fixed at 1127 Btu's per cubic foot at 14.73 p.s.i.a. and 60° F.

Royalty on the native gas attributable to each oil and gas lease respectively shall be computed at the royalty rate specified



in such oil and gas lease. If it is subsequently determined that the total gas ultimately withdrawn from the "gas storage formation" exceeds the total gas ultimately injected plus the recoverable native gas to be accounted for by FMC as provided in this Agreement, a further allocation shall be made by FMC within 30 days after any such determination.

Such allocation shall be made on the basis that such excess gas is attributable to Section 25 and Section 36 in the proportion that each section is deemed to contain recoverable native gas as agreed upon above; i.e., 10.8 MMcf in Section 25 and 73.2 MMcf in Section 36. Royalties, overriding royalties and other burdens on production shall be payable on recoverable native gas as so allocated but no injection or withdrawal fee shall be payable on such gas.

Belco will continue to be responsible for its obligations to sell to Northwest Pipeline Corporation the recoverable native gas or equivalent so long as Belco operates the existing Almy "P" Sand wells. FMC shall, after it starts storing gas and takes over operations, be responsible for furnishing Belco with sufficient gas, subject to the provisions of this Agreement, so as to satisfy the obligations of Belco to Northwest Pipeline Corporation with respect to recoverable native gas. Belco will maintain and provide accurate production records so that the depletion of the recoverable native gas reserves can be documented as long as Belco continues to operate the existing Almy "P" Sand wells. FMC shall assume such responsibility when it takes over the use and operation of such wells.

SECTION 9. FEES. FMC agrees to pay to the United States and to Wyoming an injection fee of \$0.0025 per mcf and a withdrawal fee of \$0.01 per mcf on the United States' and Wyoming's proportionate share of all gas injected or withdrawn from the "gas storage formation" during each calendar year quarter that this Agreement remains in effect; provided, however, that no injection or withdrawal fee will be required on (1) withdrawn gas considered to be native gas or (2) withdrawn gas equivalent in volume to gas delivered before injection and deemed to be recoverable native gas. The proportionate share of the United States and of Wyoming of gas injected or withdrawn is shown in the "Material Balance Portion" of the original gas in place as defined in the Engineering Report entitled "A Reservoir Evaluation of the "P" Sand Reservoir, C-56 Area, Chimney Buttes Field, Sublette County, Wyoming", and is agreed to be as follows:

United States proportionate share = 68.84%

Wyoming proportionate share = 31.16%

Such quarterly injection and withdrawal fees shall be paid on or before 30 days after the end of each calendar year quarter. FMC further agrees to pay to each owner an annual storage fee of \$1.00 per surface acre of lands owned by each owner, respectively, within the "gas storage reservoir area". Such annual storage fee shall be paid not later than 30 days after the effective date hereof and on or prior to each subsequent anniversary date.

None of the payments made pursuant to this Section shall be credited against any rentals or minimum royalties provided for under the terms of the respective oil and gas leases.

SECTION 9a. ADJUSTMENT OF FEES. The fees established by Section 9 of this Agreement shall each be automatically adjusted as of June 1 of each calendar year beginning with June 1 of the year following the year in which FMC commences the injection of gas into the "gas storage formation"; such adjustment to be accomplished by multiplying the amount of each fee as set forth in Section 9 by a fraction the denominator of which is the Gross National Product Implicit Price Deflator (GNP-IPD) as computed and published by the Department of Commerce for the first quarter of the year in which such injection of gas is commenced by FMC (where the GNP-IPD for 1972 equals 100) and the numerator of which is the GNP-IPD for the first quarter of the calendar year in which the adjustment is being made (again, where the GNP-IPD for 1972 equals 100); provided, however, that in no event shall said fraction be less than one. The resulting adjustment each year shall be rounded off to the nearest \$.0001. In the event that the Department of Commerce ceases the publication of the GNP-IPD at any time during the term of this Agreement, FMC, the Deputy Minerals Manager and the Commissioner of Public Lands of Wyoming shall meet for the purpose of identifying some alternative measure of inflation which is publicly available and is satisfactory to such parties and which will be utilized thereafter in calculating the annual adjustment of fees contemplated by this Section 9a.

SECTION 10. REMOVAL OF FACILITIES. Except as otherwise provided in Section 10a, (1) any gas remaining in the gas storage formation beneath the Federal tracts or any facilities not removed from the



surface of the Federal lands within 60 days after the termination of this Agreement shall become the property of the United States; (2) any gas remaining in the gas storage formation beneath the Wyoming lands or any facilities not removed from the surface of the Wyoming lands within 60 days after the termination of this Agreement shall become the property of Wyoming; and (3) any facilities associated with the gas storage formation in or on the McGinnis lands not removed within sixty (60) days after the termination of this Agreement shall become the property of McGinnis.

SECTION 10a. THE RIGHT OF THE UNITED STATES AND THE STATE OF WYOMING TO TERMINATE THE AGREEMENT. The United States and Wyoming each separately reserves the right to terminate this Agreement at any time if FMC shall violate and shall continue to violate any of the terms, conditions, or provisions of this Agreement for more than 30 days after receipt by FMC of notice of such violation by registered or certified mail from the Deputy Minerals Manager or the Commissioner of Public Lands. If this Agreement is terminated pursuant to the rights so reserved, then in that case, FMC shall have two years from the end of such 30-day period in which to remove any gas remaining in the gas storage formation and to remove all gas facilities, subject to the payment of all rentals and royalties pursuant to the lease terms and fees as are applicable pursuant to this Agreement.

SECTION 11. EXECUTIVE ORDER. In connection with the performance of work under this Agreement, FMC agrees to comply with all the provisions of Section 202(1) to (7), inclusive of Executive Order

11246 (30 FR 12319), as amended, which are hereby incorporated by reference in this Agreement.

SECTION 12. INSPECTION OF BOOKS. FMC agrees to keep open at all reasonable times for the inspection by any duly authorized officers of the United States or the State of Wyoming, the premises covered hereby and all the wells, improvements, machinery, and fixtures thereon, and all books, accounts, meter charts and records pertaining to operations hereunder or the payments herein provided. FMC further agrees to furnish, in addition to required periodic reports, any special reports or information requested by the Deputy Minerals Manager or the Commissioner of Public Lands of Wyoming.

SECTION 13. DISPOSAL OF SURFACE. It is expressly understood and agreed that the United States, Wyoming and J. F. Ranch, Inc. each separately reserves the right to lease, sell or otherwise dispose of the surface of any of the lands described on Exhibit A so far as that surface is owned by owners or any one of them and is not necessary for the use of FMC in the injecting, storing and removing of gas therefrom; but any such lease, sale or disposition of the surface shall be made subject to the terms and conditions of this Agreement.

SECTION 14. MEMBERS OF CONGRESS. It is also further agreed that no member of, or delegate to, Congress, or resident commissioner, after his election or appointment, either before or after he is qualified and during his continuance in office, and that no

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officer, agent or employee of the Department of the Interior shall be admitted to any share or part of this Agreement or derive any benefit that may arise therefrom; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 USC §22) and Sections 431, 432 and 433, Title 18, U.S. Code, relating to contracts, enter into and form a part of this Agreement so far as the same may be applicable.

SECTION 15. WARRANTY. Belco represents and warrants that there are no encumbrances or liens outstanding for which the Almy "P" Sand C-56 area or the gas within the "gas storage formation" within the "gas storage reservoir area" covered by this Agreement are security. Belco further warrants its title to the leasehold interest in the Almy "P" Sand C-56 area covered by this Agreement and the gas contained therein as against all persons claiming by, through or under it; and that there are no outstanding burdens on production or production payments other than the landowners' royalty and overriding royalties aggregating six (6) percent burdening Federal Lease E-024756 and 12.5% burdening the McGinnis Lease and that there are no overriding royalties or other burdens on production on the State of Wyoming Lease 0-11142 other than the lessor's royalty.

SECTION 16. COVENANTS. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon and every benefit hereof shall inure to, the successors and assigns of the respective parties hereto; and each party having an interest in any lease covering lands subject to this Agreement



agrees that in any assignment of its interest there will be a provision whereby the assignee agrees to be bound by the provisions of this Gas Storage Agreement.

SECTION 17. PERSONAL PROPERTY AND TAXES. All personal property and fixtures placed upon the premises covered by this Agreement or used in connection with operations hereunder shall be owned by the party so placing such property upon the premises or using it in connection with its operations. FMC in exercising its right to take over the existing Almy "P" Sand wells as provided for in Section 3 shall include the transfer by Belco to FMC of all right, title and interest in such wells, the personal property, fixtures and facilities connected therewith, and Belco shall execute such bill of sale or other instrument necessary to effectuate such transfer. Each party shall be responsible for ad valorem taxes on personal property and fixtures owned by it. Severance taxes or other taxes measured by production shall be paid by the party having the right to take such production. Taxes, if any, on stored gas or on the injection or withdrawal of gas shall be the responsibility of and paid by FMC.

IN WITNESS WHEREOF, THE United States, acting by and through the Deputy Minerals Manager, Wyoming, acting by and through the Commissioner of Public Lands, and the other parties hereto have executed the foregoing instrument effective the day and year first above set forth, and that Belco and FMC has caused its corporate seal to be affixed on the date of execution.

## UNITED STATES OF AMERICA

By Wayne T. Riemer  
State Director

## STATE OF WYOMING

ATTEST: Oscar E. Swan  
Oscar E. Swan, Commissioner of  
Public Lands and Farm Loans

By Ed Herschler  
GOVERNOR ED HERSCHLER - PRESIDENT OF  
BOARD OF LAND COMMISSIONERS & FARM LOANS  
WILLIAM J. MCGINNIS

William J. McGinnis

JANE MCGINNIS

Jane McGinnis

AARON H. MCGINNIS

Aaron H. McGinnis

CAROLINE MCGINNIS

Caroline H. McGinnis

VICTOR S. MCGINNIS

Victor S. McGinnis

DOROTHY J. MCGINNIS

Dorothy J. McGinnis

MARJORIE BRAWLEY

Marjorie Brawley

CLARENCE BRAWLEY

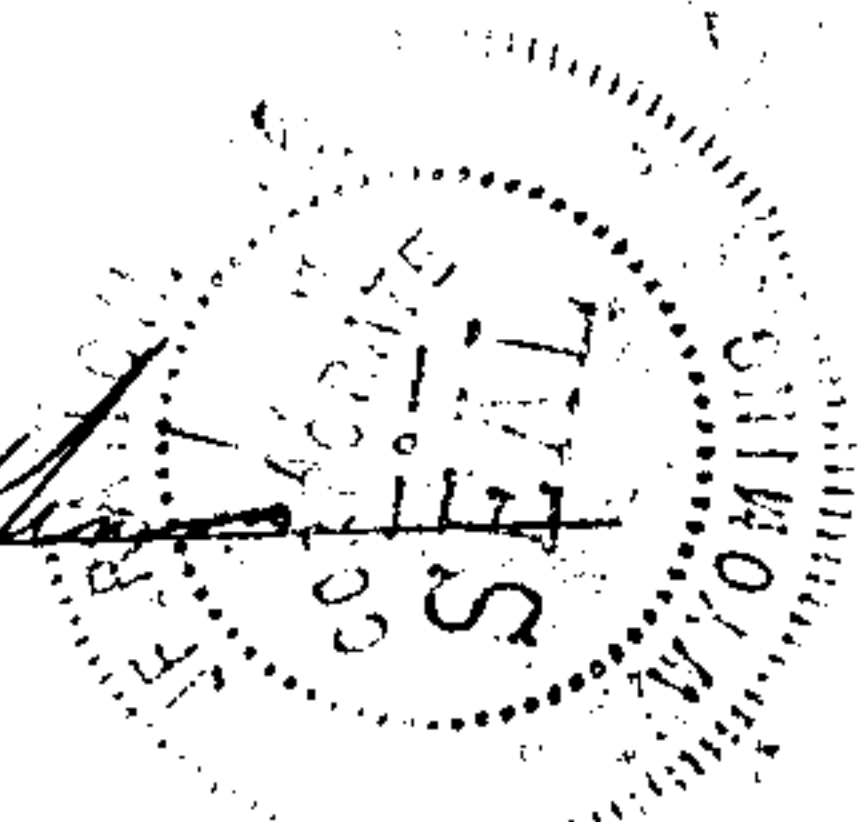
Clarence Brawley

MARY NELL MCGINNIS

Mary Nell McGinnis

J. F. RANCH, INC.

BY William J. Mc  
President



OWNERS.

BELCO PETROLEUM CORPORATION

BY Arthur B. Baskin

OIL AND GAS LESSEES OR  
WORKING INTEREST OWNERS.

FMC CORPORATION

BY Donald L. Baskin

STORER OF GAS.



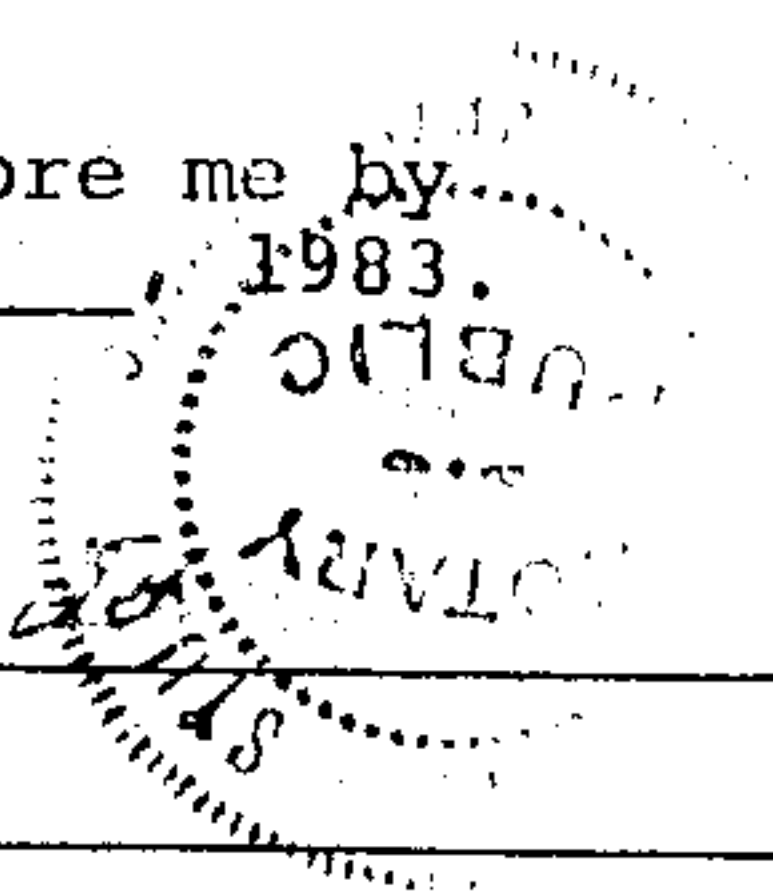
STATE OF Wyoming )  
COUNTY OF Sublette ) ss.

The foregoing instrument was acknowledged before me by  
WILLIAM J. MCGINNIS this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:  
July 14, 1984

Patricia Studebaker  
Notary Public  
Lakewood Wyo.  
Address



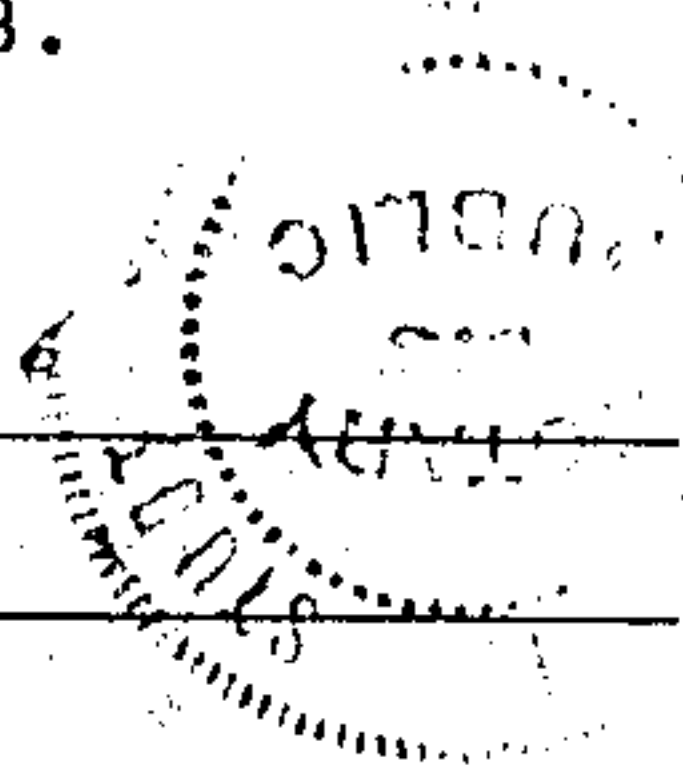
STATE OF Wyoming )  
COUNTY OF Sublette ) ss.

The foregoing instrument was acknowledged before me by  
JANE MCGINNIS this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:  
July 14, 1984

Patricia Studebaker  
Notary Public  
Lakewood Wyo.  
Address



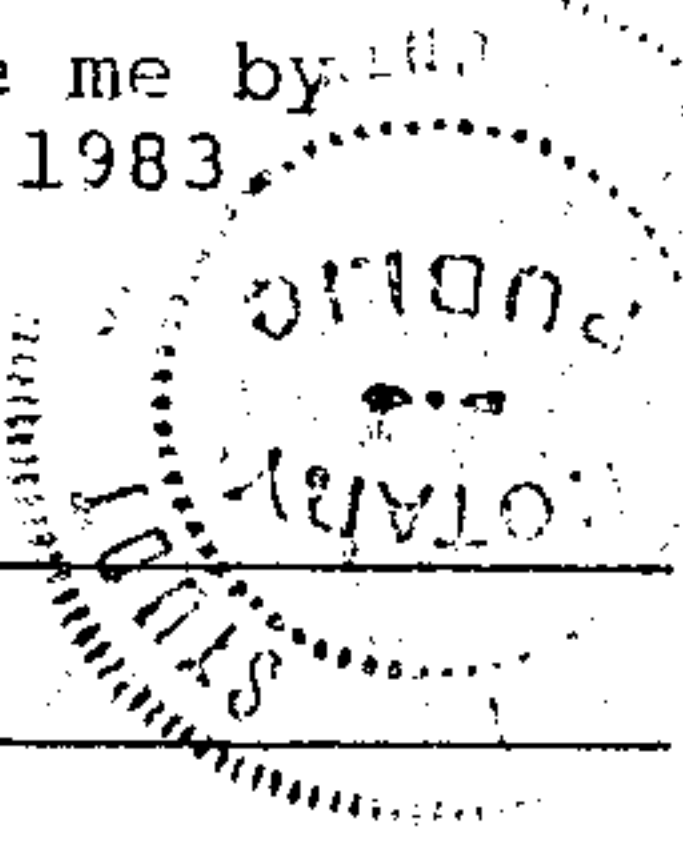
STATE OF Wyoming )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me by  
AARON H. MCGINNIS this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:  
July 14, 1984

Patricia Studebaker  
Notary Public  
Lakewood Wyo.  
Address



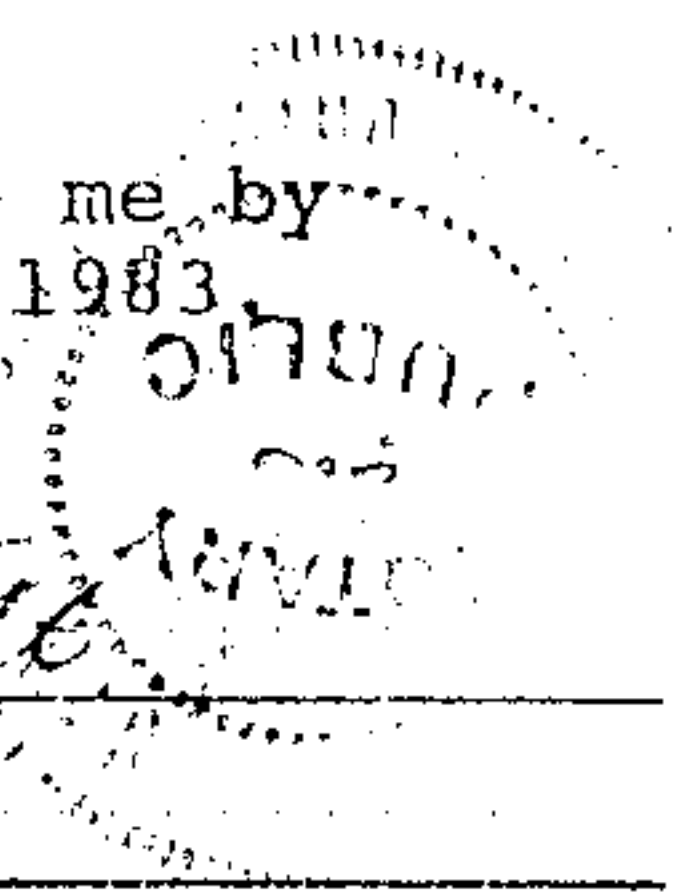
STATE OF Wyoming )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me by  
CAROLINE MCGINNIS this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:  
July 14, 1984

Patricia Studebaker  
Notary Public  
Lakewood Wyo.  
Address



STATE OF Wyoming )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me by  
VICTOR S. MCGINNIS this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:

July 14, 1984

Patricia Stude  
Notary Public

Laramie Wyoming  
Address

STATE OF Wyoming )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me by  
DOROTHY J. MCGINNIS this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:

July 14, 1984

Patricia Stude  
Notary Public

Laramie Wyoming  
Address

STATE OF Wyoming )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me by  
MARJORIE BRAWLEY this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:

July 14, 1984

Patricia Stude  
Notary Public

Laramie Wyoming  
Address

STATE OF Wyoming )  
COUNTY OF Lincoln ) ss.

The foregoing instrument was acknowledged before me by  
CLARENCE BRAWLEY this 26<sup>th</sup> day of May, 1983.

Witness my hand and official seal.

My commission expires:

July 14, 1984

Patricia Stude  
Notary Public

Laramie Wyoming  
Address

STATE OF WASHINGTON )  
COUNTY OF CLALLAM ) ss.

The foregoing instrument was acknowledged before me by  
MARY NELL MCGINNIS this 3rd day of JUNE, 1983

Witness my hand and official seal.

My commission expires:  
8-20-83

Spencer D. Dunning  
Notary Public  
Address Sequim, WA

STATE OF Wyoming )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me by  
William J. McQuinn as President of J. F. RANCH, INC.

Witness my hand and official seal.

My commission expires:  
July 19, 1984

Patricia Stuedts  
Notary Public  
Address Frederick, Wyo

CORPORATE SEAL

STATE OF New York )  
COUNTY OF New York ) ss.

The foregoing instrument was acknowledged before me by  
Arthur M. Walter as Senior Vice President - Finance of BELCO  
PETROLEUM CORPORATION.

Witness my hand and official seal.

My commission expires:  
MARY HAIG

Notary Public, State of New York  
No. 41-1626625 Queens County  
Certificate Filed in New York County  
Term Expires March 30, 1985

Mary Haig  
Notary Public  
Address 7345 31 Avenue Jackson Hts, NY

CORPORATE SEAL



STATE OF Colorado )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me by  
Donald L. Beckwith as Agent of FMC CORPORATION.

Witness my hand and official seal.

My commission expires:  
1-6-87

Marlene Bayle  
Notary Public  
717 17th Street, Suite 1630  
Denver CO 80202  
Address

R 113 W

24

Surface & Minerals other than Oil & Gas - J.F. Ranch, Inc. Oil & Gas - J.F. Ranch, Inc. 20 % Aaron H. McGinnis 20 % Marjorie Brawley 20 % Mary Nell McGinnis 20 % Victor S. McGinnis 20 % Tract 45 (N/2 SW/4)		Surface & Minerals other than Oil & Gas - J.F. Ranch, Inc. Oil & Gas - U.S.A. Tract 46 B	Surface & Minerals other than Oil & Gas - J.F. Ranch, Inc. Oil & Gas - U.S.A. Tract 46 A
Surface & Minerals U.S.A. Lot 5	Surface & Minerals U.S.A. Lot 6	Surface & Minerals U.S.A. Lot 7	Surface & Minerals U.S.A. Lot 8

Surface & Minerals - U.S.A.

BELCO  
\*C-58

BELCO  
31-C \*  
BELCO  
13

25

BELCO  
\*C-56

BELCO  
\*16

BELCO  
\*C-57

BELCO  
\*72-25

Surface & Minerals - State of Wyoming

BELCO  
\*C-59

BELCO  
\*C-60

BELCO  
\*C-61

36

BELCO  
\*C-62

BELCO  
\*14

Tract 54 (E/2 SW/4, SE/4, N/2)

-- LEASES --  
SEE EXHIBIT B

T  
28  
N

## EXHIBIT A

FMC CORPORATION  
C-56 AREA  
SUBLETTE CO., WYOMING

EXHIBIT "B"

Attached to and made a part of Agreement  
for the Substorage of Gas in Almy "P"  
Sand C-56 Area, Chimney Buttes Field,  
Sublette County, Wyoming.

SCHEDULE OF LEASES

Federal Lease Serial Number Evanston 024758 dated June 1,  
1948 by and between the United States of America and Belco  
Petroleum Corporation, present Lessee, insofar as such lease  
covers the following described lands:

Township 28 North, Range 113 West, 6th P.M.  
Section 24: Lots 5, 6, 7 and 8, Tracts 46A  
and 46B  
Section 25: All

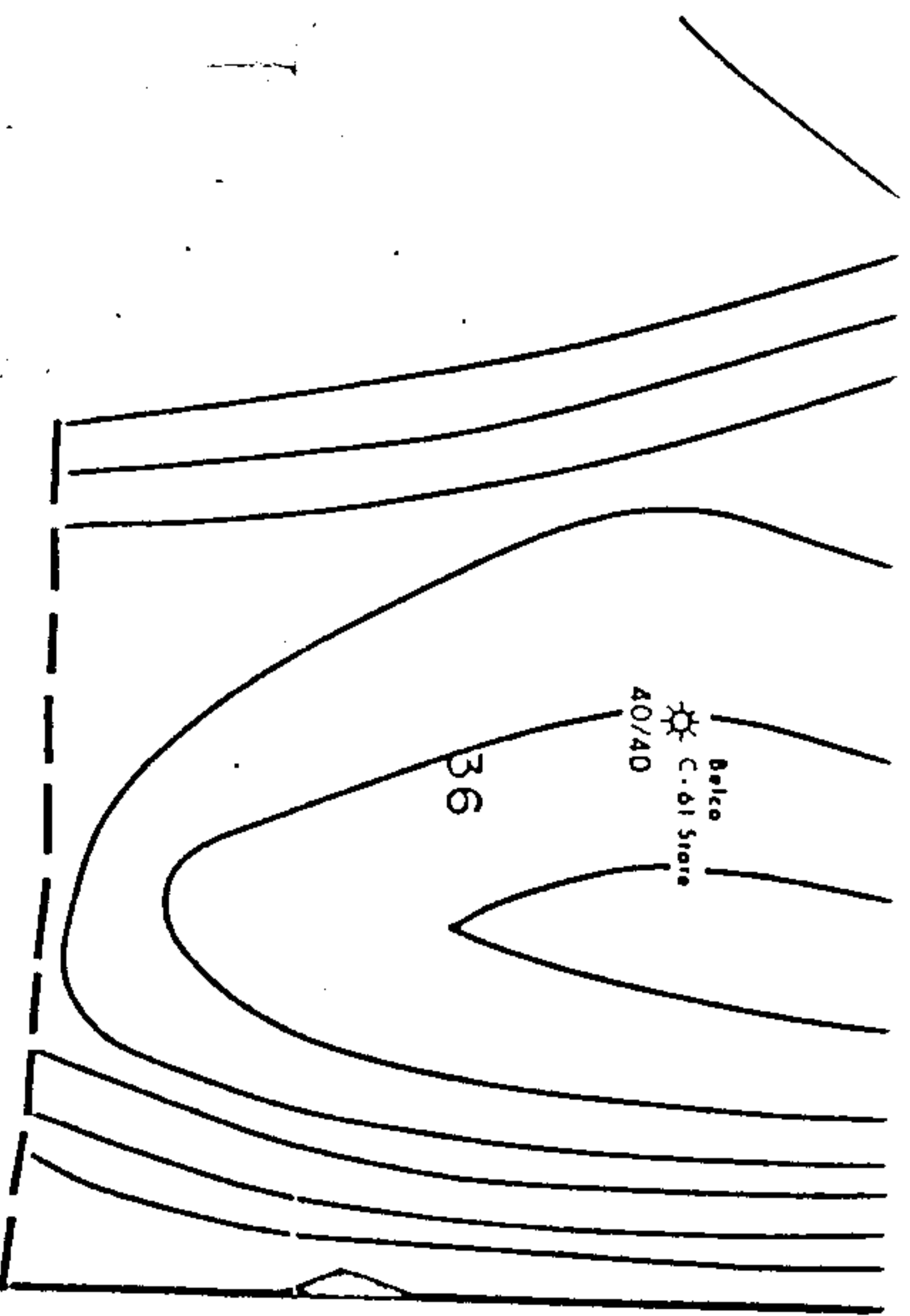
State of Wyoming Oil and Gas Lease No. 0-11142 dated May 16,  
1951, by and between the United States of America, Lessor, and  
Belco Petroleum Corporation, present Lessee, subject to a 20%  
interest in operating rights from the surface down to the base of  
the Mesa Verde formation owned by Energy Reserves Group, Inc.,  
covering the following described lands:

Township 28 North, Range 113 West, 6th P.M.  
Section 36: E/2SW/4, SE/4, N/2  
(resurvey part of Tract 54)

Oil and Gas Lease dated October 5, 1946, recorded October  
31, 1946 in Book 2 of Oil and Gas Leases at page 109, Sublette  
County records, from William J. McGinnis and Mamie McGinnis,  
his wife, Lessors, to The Carter Oil Company, original Lessee,  
assigned to Belco Petroleum Corporation, present Lessee, covering  
among other lands:

Township 28 North, Range 113 West, 6th P.M.  
Section 24: That portion of Tract 45 com-  
prising the N/2SW/4, approximate





Belco  
C-61 State  
40/40  
0/29

Belco  
C-62 State  
/44

Tr. 54

Gas Sand  
40/40 — Total Net Sand

Net Porous Sand  
Net Gas Sand

C.I. = 20'

# EXHIBIT 'C'

BELCO PETROLEUM CORP.

C-56 AREA

SUBLETTE CO., WYOMING

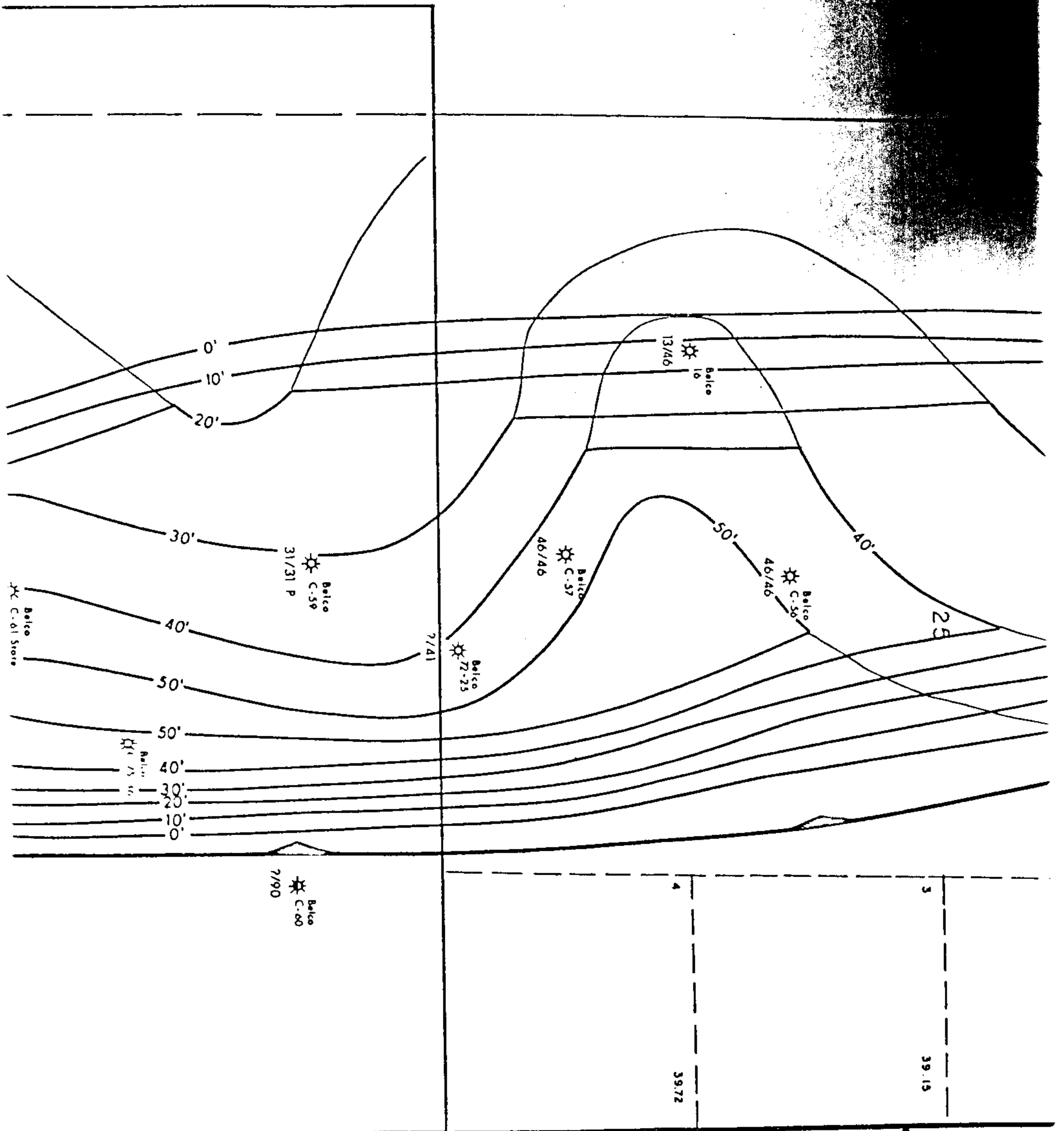
Isopach of Net Gas & Porous Sand

for

"P" Sand of the Almy Formation

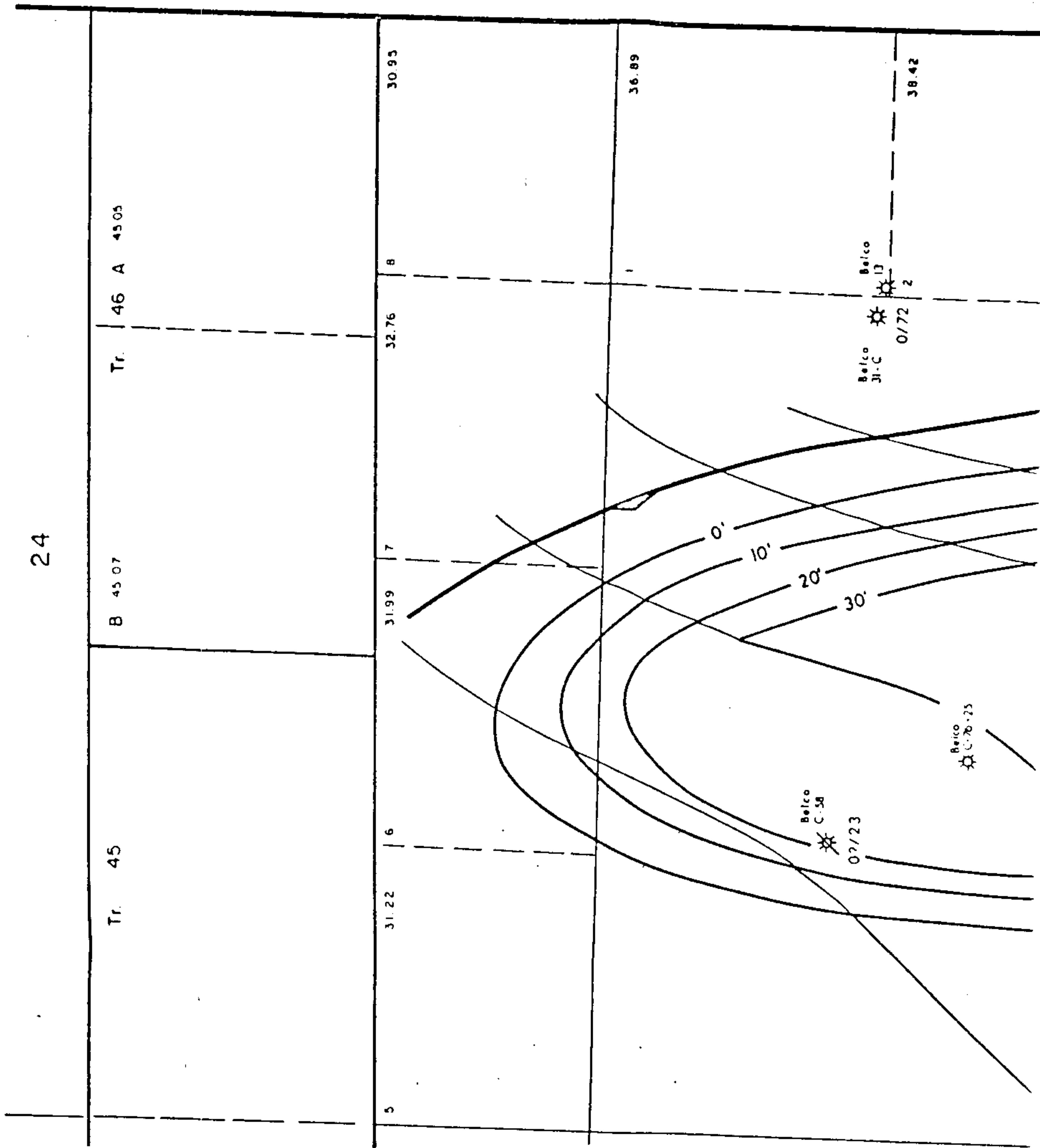
JBD Scale: 1" = 500' 12/80

T. 28 N.

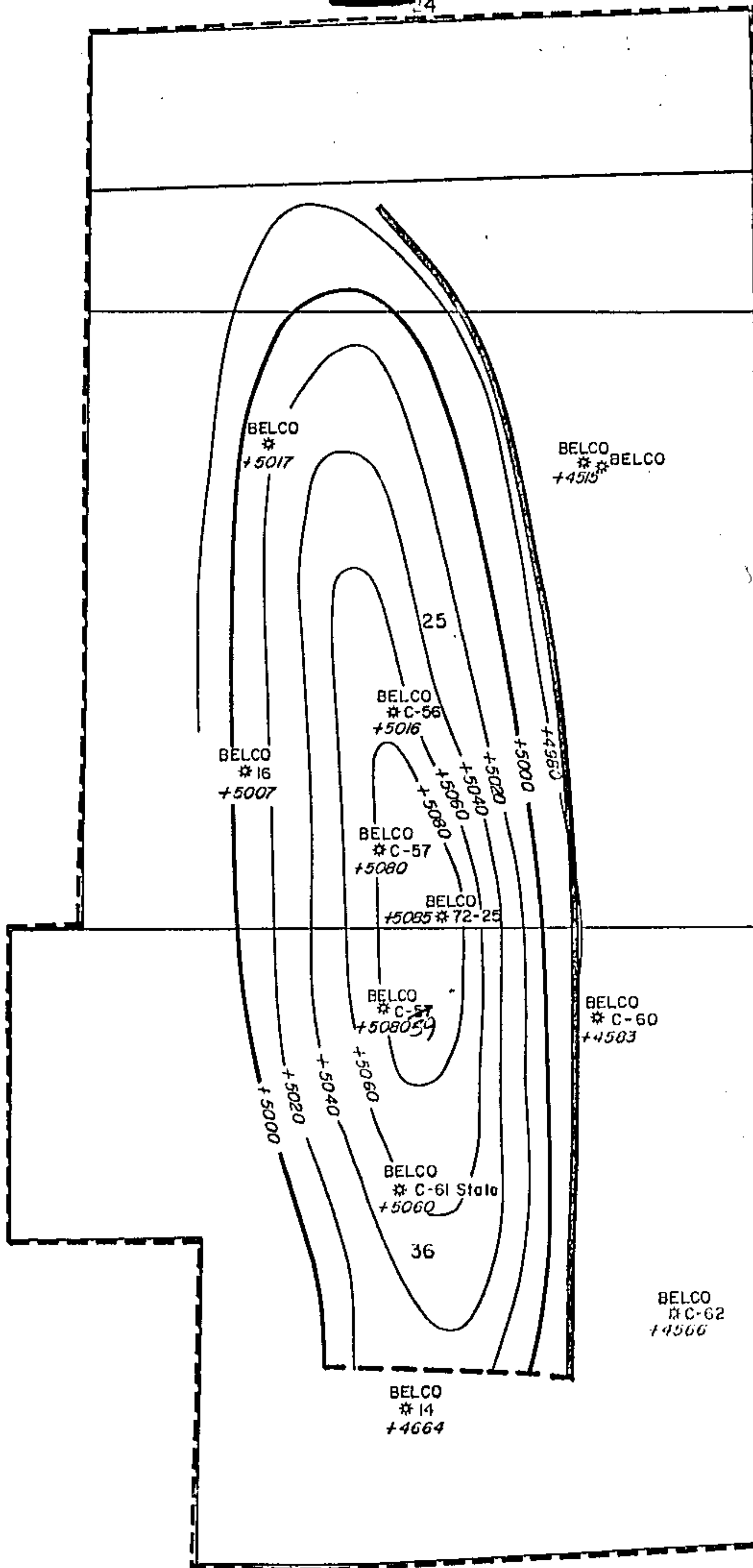


R.113 W.

24







FMC CORPORATION  
C-56 AREA  
SUBLETTE CO., WYOMING  
EXHIBIT "D"  
GAS STORAGE RESERVOIR AREA

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.  
E-024756

Lease effective date  
June 1, 1948

PART I

1. Assignee's Name

FMC Corporation

Address (include zip code)

717 Seventeenth Street - Suite 1620  
Denver, Colorado 80202

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)

The Almy "P" Sand as delineated in that certain Agreement for the Substorage of Gas in "P" Sand C-56 Area - Chimney Buttes Field, Sublette County, Wyoming, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1983, underlying:

Township 28 North, Range 113 West, 6th P.M.

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

Section 25: All

The interests are assigned subject to such Agreement for the Substorage of Gas and each party to this Assignment agrees to perform its obligations under such Agreement which is incorporated herein by reference and made a part hereof. A Memorandum of the Agreement is attached hereto. Assignor reserves all oil and gas rights above and below the Almy "P" Sand as so delineated.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	0%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	6%
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
BELCO PETROLEUM CORPORATION

By: \_\_\_\_\_  
(Assignor's Signature)

One Dag Hammar skjold Plaza

(Assignor's Address)

New York, New York 10017

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Officer)

(Title)

(Date)

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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

INSTRUCTIONS

1. USE OF FORM - Use only for assignment of operating rights (including working interests) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
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. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

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.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:  
This information is being collected pursuant to the law (43 CFR 3106-3(c)).  
This information will be used to create a record of lease assignment.  
Response to this request is required to obtain a benefit.



Memorandum of Agreement for the Substorage of Gas  
in "P" Sand C-56 Area - Chimney Buttes Field  
Sublette County, Wyoming

This Memorandum, dated the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, is attached to that certain Transfer, Assignment or Sublease of Operating Rights dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, reflecting an assignment of operating rights from Belco Petroleum Corporation to FMC Corporation in the Almy "P" Sand covered by Federal Oil and Gas Lease Serial Number E-024756, effective June 1, 1948 insofar as such lease covers Township 28 North, Range 113 West, 6th P.M., Section 24: Lots 5, 6, 7 and 8, Tracts 46A and 46B; Section 25: All. Executed copies of the Agreement for the Substorage of Gas referred to in the Assignment have been filed with the Minerals Management Service of the Department of the Interior in Casper, Wyoming, and recorded in the Office of the County Clerk and Recorder for Sublette County, under date of \_\_\_\_\_, 198\_\_ in Book \_\_\_\_\_ at page \_\_\_\_\_.

In substance, the Agreement for the Substorage of Gas provides for the storage of natural gas by FMC Corporation in the Almy "P" Sand as delineated in the Exhibits to such Agreement upon terms and conditions stated therein.

Belco Petroleum Corporation reserves the right to operate for oil and gas in shallower and deeper formations subject to an obligation to protect the "gas storage reservoir" in the Almy "P" Sand from damage as a result of such operations.

The Agreement also sets forth the terms and conditions for producing "recoverable native gas" as defined therein.

The parties to the Agreement for the Substorage of Gas are United States of America, State of Wyoming, William J. McGinnis and Jane McGinnis, his wife, Aaron H. McGinnis and Caroline McGinnis, his wife, Victor S. McGinnis and Dorothy J. McGinnis, his wife, Marjorie Brawley and Clarence Brawley, her husband, Mary Nell McGinnis, J. F. Ranch, Inc., Belco Petroleum Corporation, Energy Reserves Group, Inc. and FMC Corporation.

EXHIBIT E-1

ASSIGNMENT OF OPERATING RIGHTS AND WORKING INTERESTS  
ALMY "P" SAND  
STATE OF WYOMING OIL AND GAS LEASE

The undersigned, Belco Petroleum Corporation and Energy Reserves Group, Inc., hereinafter called "Assignor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Assignor, the receipt of which is hereby acknowledged, do hereby grant, assign, transfer and set over unto FMC Corporation, whose address is 717 Seventeenth Street, Suite 1620, Denver, Colorado, 80202, Assignee, the following described interests in State of Wyoming Oil and Gas Lease Serial Number 0-11142 dated May 16, 1951:

The Almy "P" Sand as delineated in that certain Agreement for the Substorage of Gas in "P" Sand C-56 Area - Chimney Buttes Field, Sublette County, Wyoming, dated the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, underlying:

Township 28 North, Range 113 West, 6th P.M.  
Section 36: E/2SW/4, N/2, SE/4 (part of  
Resurvey Tract 54)

containing 629.00 acres, more or less

The operating rights and working interests here assigned are subject to such Agreement for the Substorage of Gas and each party to this Assignment agrees to perform its obligations under such Agreement which is incorporated herein by reference and made a part hereof. A Memorandum of the Agreement is attached hereto. Assignor reserves all oil and gas rights above and below the Almy "P" Sand as delineated in such Agreement.

No overriding royalty has been previously reserved as to the interests here assigned.

Assignor reserves no overriding royalty.

Assignor owns 100% of the operating rights and working interests subject to this Assignment and all such interests are hereby assigned.

To have and to hold unto FMC Corporation, its successors and assigns, subject to the terms and conditions of the above-identified lease and of the Agreement for the Substorage of Gas above described.

In witness whereof, this instrument is executed the \_\_\_\_\_  
day of \_\_\_\_\_, 198\_\_.

BELCO PETROLEUM CORPORATION,  
ASSIGNOR

By \_\_\_\_\_  
President

ENERGY RESERVES GROUP, INC.,  
ASSIGNOR

By \_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, by \_\_\_\_\_,  
as President of Belco Petroleum Corporation.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, by \_\_\_\_\_,  
as President of Energy Reserves Group, Inc.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address



Assignment approved by Board of Land Commissioners: \_\_\_\_\_

Assignment recorded in the Office of the Commissioner of Public  
Lands: \_\_\_\_\_

Memorandum of Agreement for the Substorage of Gas  
in "P" Sand C-56 Area - Chimney Buttes field  
Sublette County, Wyoming

This Memorandum, dated the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, is attached to that certain Assignment of Operating Rights and Working Interests dated the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, reflecting an assignment of operating rights and working interests from Belco Petroleum Corporation and Energy Reserves Group, Inc. to FMC Corporation in the Almy "P" Sand covered by State of Wyoming Oil and Gas Lease Serial Number 0-11142 dated May 16, 1951, approved August 7, 1951, covering Township 28 North, Range 113 West, 6th P.M., Section 36: E/2SW/4, N/2, SE/4. Executed copies of the Agreement for the Substorage of Gas referred to in the Assignment have been filed in the Office of the Commissioner of Public Lands for the State of Wyoming at Cheyenne, Wyoming, and recorded in the Office of the County Clerk and Recorder for Sublette County, under date of \_\_\_\_\_, 198\_\_, in Book \_\_\_\_\_ at page \_\_\_\_\_.

In substance, the Agreement for the Substorage of Gas provides for the storage of natural gas by FMC Corporation in the Almy "P" Sand as delineated in the Exhibits to such Agreement upon terms and conditions stated therein.

Belco Petroleum Corporation and Energy Reserves Group, Inc. reserve the right to operate for oil and gas in shallower and deeper formations subject to an obligation to protect the "gas storage reservoir" in the Almy "P" Sand from damage as a result of such operations.

The Agreement also sets forth the terms and conditions for producing "recoverable native gas" as defined therein.

The parties to the Agreement for the Substorage of Gas are United States of America, State of Wyoming, William J. McGinnis and Jane McGinnis, his wife, Aaron H. McGinnis and Caroline McGinnis, his wife, Victor S. McGinnis and Dorothy J. McGinnis, his wife, Marjorie Brawley and Clarence Brawley, her husband, Mary Nell McGinnis, J. F. Ranch, Inc., Belco Petroleum Corporation, Energy Reserves Group, Inc. and FMC Corporation.

EXHIBIT E-2

ASSIGNMENT OF LEASEHOLD INTEREST  
IN THE ALMY "P" SAND - MCGINNIS LEASE

The undersigned, Belco Petroleum Corporation, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Assignor, the receipt of which is hereby acknowledges, does hereby grant, assign, transfer and set over unto FMC Corporation, whose address is 717 Seventeenth Street, Suite 1620, Denver, Colorado, 80202, hereinafter called "Assignee", the following described leasehold interest in that certain Oil and Gas Lease dated October 5, 1946, by and between William J. McGinnis and Mamie McGinnis, Lessors, and The Carter Oil Company, Lessee, now held by Assignor:

The Almy "P" Sand as delineated in that certain Agreement for the Substorage of Gas in "P" Sand C-56 Area - Chimney Buttes Field, Sublette County, Wyoming, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1983, underlying:

Township 28 North, Range 113 West, 6th P.M.  
Section 24: That portion of Tract 45 comprising the N/2SW/4 of Section 24, approximate

containing 80.00 acres, more or less

The leasehold interest here assigned is subject to such Agreement for the Substorage of Gas and each party to this Assignment agrees to perform its obligations under such Agreement which is incorporated herein by reference and made a part hereof. A Memorandum of the Agreement is attached hereto. Assignor reserves all oil and gas rights above and below the Almy "P" Sand as delineated in such Agreement.

This Assignment is made subject to an overriding royalty of 12.5% previously reserved by The Carter Oil Company.

Assignor reserves no overriding royalty.

Assignor owns 100% of the leasehold interest subject to this Assignment and all such interests are hereby assigned.

To have and to hold unto FMC Corporation, its successors and assigns, subject to the terms and conditions of the above-identified lease and of the Agreement for the Substorage of Gas above described.



In witness whereof, this instrument is executed this \_\_\_\_\_  
day of \_\_\_\_\_, 198\_\_.

BELCO PETROLEUM CORPORATION,  
ASSIGNOR

By \_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, by \_\_\_\_\_,  
as President of Belco Petroleum Corporation.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

Memorandum of Agreement for the Substorage of Gas  
in 'P' Sand C-56 Area - Chimney Buttes Field  
Sublette County, Wyoming

---

This Memorandum, dated the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, is attached to that certain Assignment dated the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, reflecting an assignment of the leasehold interest from Belco Petroleum Corporation to FMC Corporation in the Almy "P" Sand covered by that certain Oil and Gas Lease from William J. McGinnis and Mamie McGinnis to The Carter Oil Company dated October 5, 1946, of which the present Lessee is Belco Petroleum Corporation, insofar as such Lease covers that portion of Tract 45, Township 28 North, Range 113 West, 6th P.M., comprising the N/2SW/4 of Section 24, approximate. An executed copy of the Agreement for the Substorage of Gas referred to in the Assignment has been recorded in the Office of the County Clerk and Recorder for Sublette County under date of \_\_\_\_\_, 198\_\_, in Book \_\_\_\_\_ at page \_\_\_\_\_.

In substance, the Agreement for the Substorage of Gas provides for the storage of natural gas by FMC Corporation in the Almy "P" Sand as delineated in the Exhibits to such Agreement upon terms and conditions stated therein.

Belco Petroleum Corporation reserves the right to operate for oil and gas in shallower and deeper formations subject to an obligation to protect the "gas storage reservoir" in the Almy "P" Sand from damage as a result of such operations.

The Agreement also sets forth the terms and conditions for producing "recoverable native gas" as defined therein.

The parties to the Agreement for the Substorage of Gas are United States of America, State of Wyoming, William J. McGinnis and Jane McGinnis, his wife, Aaron H. McGinnis and Caroline McGinnis, his wife, Victor S. McGinnis and Dorothy J. McGinnis, his wife, Marjorie Brawley and Clarence Brawley, her husband, Mary Nell McGinnis, J. F. Ranch, Inc., Belco Petroleum Corporation, Energy Reserves Group, Inc. and FMC Corporation.

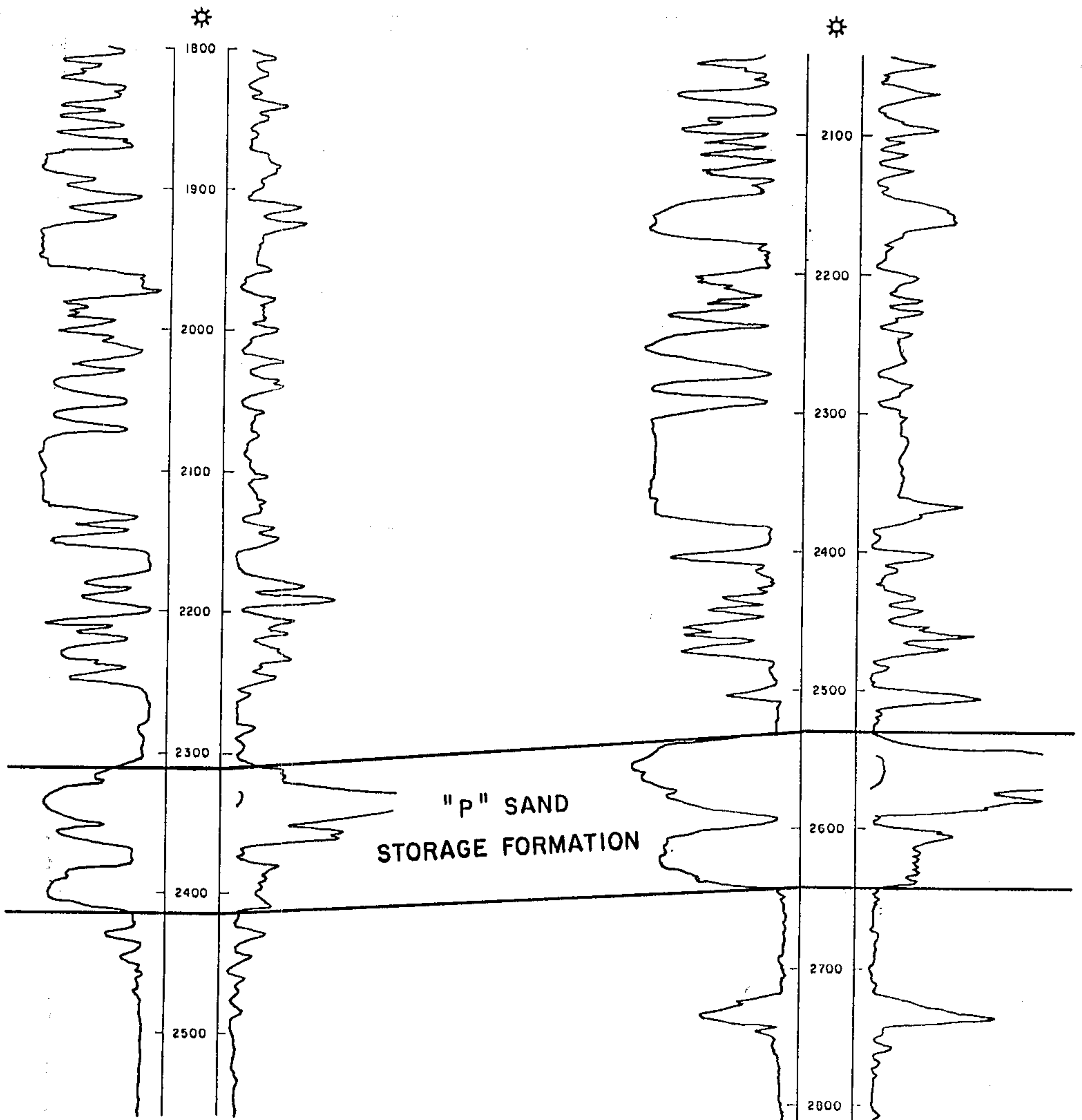
# GAS STORAGE FORMATION

BELCO PETROLEUM 5/63

C-61  
SE SE NW 36-28N-113W  
KB 7372'

BELCO PETROLEUM 6/62

C-57  
SE SW 25-28N-113W  
KB 7617'







237  
ASSIGNMENT OF OVERRIDING ROYALTY

THE UNDERSIGNED, JANE E. CHORNEY, 1860 Lincoln St., Suite 401,  
Denver, CO 80202, whether one or more collectively designated here-  
in as assignor, FOR VALUE RECEIVED, does hereby assign, transfer and convey unto \_\_\_\_\_  
LANCASTER CORPORATION, P. O. Box 8439, Denver, CO 80201,  
Assignee, an overriding royalty in the amount of 2-1/2% of 8/8ths (two and one-half percent  
of eight-eighths) overriding royalty under the oil and gas lease described below.

This assignment runs to the above named assignee individually, and to the  
heirs, successors and assigns of assignee named herein. Said oil and gas lease is  
described as follows: That certain oil and gas lease dated September 1, 1977, bearing  
serial number Wyoming 59770 by and between the United States of America, Lessor, and  
Morris Shaler, Lessee, situated in Sublette County, Wyoming, covering the following  
described lands, to-wit:

Township 36 North, Range 110 West, 6th P.M.

Sec. 17: All

Sec. 18: Lots 1, 2, E $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$

Sec. 19: E $\frac{1}{2}$ W $\frac{1}{2}$

Sec. 29: W $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$

Containing 1423.37 acres, m/1

197787

RECORDED <u>Sept 7</u>	<u>1983</u> <u>8:00</u> M
IN BOOK <u>69 Q+R</u>	PAGE <u>237</u>
FEES \$ <u>4.00</u> <u>Land</u> <u>Yake</u> COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Dorothy M. Thorne*

The interest hereby conveyed is free of all cost and expense except severance  
and production taxes, including windfall profit taxes, and all other taxes levied and  
assessed upon the overriding royalty share of production hereby assigned, and shall be  
accounted for and paid for on a monthly basis. If an assignee does not elect to take  
in kind his proportionate share of the oil or gas affected by this assignment then the  
assignor or any other operator of said lease shall sell such royalty oil and/or gas  
at a price not less than the best available competitive price for same and cause the  
purchaser thereof to make direct payment to such assignee.

This is an overriding royalty conveyed by assignor and accepted by assignee  
subject to the terms of the lease, operating agreements, communitization agreements,  
pooling agreements, and all other contracts binding upon assignor's interest in said  
lease out of which said overriding royalty interest is herein assigned. This assign-  
ment shall cover all leases issued as extensions, or renewals of the above referenced  
lease, and leases issued as a substitute for same.

IN WITNESS WHEREOF, this document is executed this 15th day of  
March, 19 83.

*Jane E. Chorney*  
JANE E. CHORNEY

STATE OF COLORADO)  
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
JANE E. CHORNEY

this 15th day of March, 19 83.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

July 15, 1986

*William M. Clark*  
Notary Public

401 LINCOLN TOWER BUILDING  
1860 LINCOLN STREET  
DENVER, COLORADO 80295

## RELEASE OF OIL AND GAS LEASE

WHEREAS, On the 19th day of May, 1977, a certain oil and gas mining lease was made and entered into by and between Alvin B. Pearson, Jr. and Lillian I. Pearson, husband and wife and Lillian C. Allen and Paul Allen, wife and husband Lessor<sup>s</sup>, and Belco Petroleum Corporation Lessee, covering the following described land situated in the County of Sublette, and State of Wyoming, to-wit:

See Attached Exhibit "A" for Description of Lands

197802

RECORDED <u>Sept 8</u>	19 <u>83</u> <u>3:00</u> PM
IN BOOK <u>69 D &amp; G</u>	PAGE <u>238</u>
FEES \$ <u>10.25</u> <u>Levy</u> <u>Yake</u> COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING	

of Section -- Township -- Range -- containing 849.73 acres more or less.

Said lease being recorded in the office of the Register of Deeds in and for said County in Book 54, Page 132, and,

WHEREAS, Belco Petroleum Corporation under the terms of said lease, has the right to surrender said lease at any time from date thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That

Belco Petroleum Corporation

for and in consideration of the premises and the exercises of its said right under said lease, do es hereby release all its rights under said lease, and that it has removed its personal property from said premises, and do hereby surrender possession of the same unto said lessor s their heirs, assigns and legal representatives; the purpose being to release unto the said lessor s all further rights under said lease, and surrender said premises and all rights therein to lessors, their heirs, assigns and legal representatives, in so far as said lease covers

As Above

of Section --- Township --- Range --- containing --- acres more or less.

IN WITNESS WHEREOF, We the undersigned lessees, or assignees of the lessees, affix our hands and seals this 16th day of August, 19 83.

WITNESS:

BELCO PETROLEUM CORPORATION

BY: J. M. Oswald [SEAL]

J. M. Oswald  
Senior Vice President [SEAL]

[SEAL]



STATE OF \_\_\_\_\_ } ss. 239 INDIVIDUAL KNOWLEDGEMENT (Colorado, Nebraska,  
COUNTY OF \_\_\_\_\_ } Wyoming, Utah, North Dakota, South Dakota, Montana,  
On \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss. INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,  
COUNTY OF \_\_\_\_\_ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,  
On \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

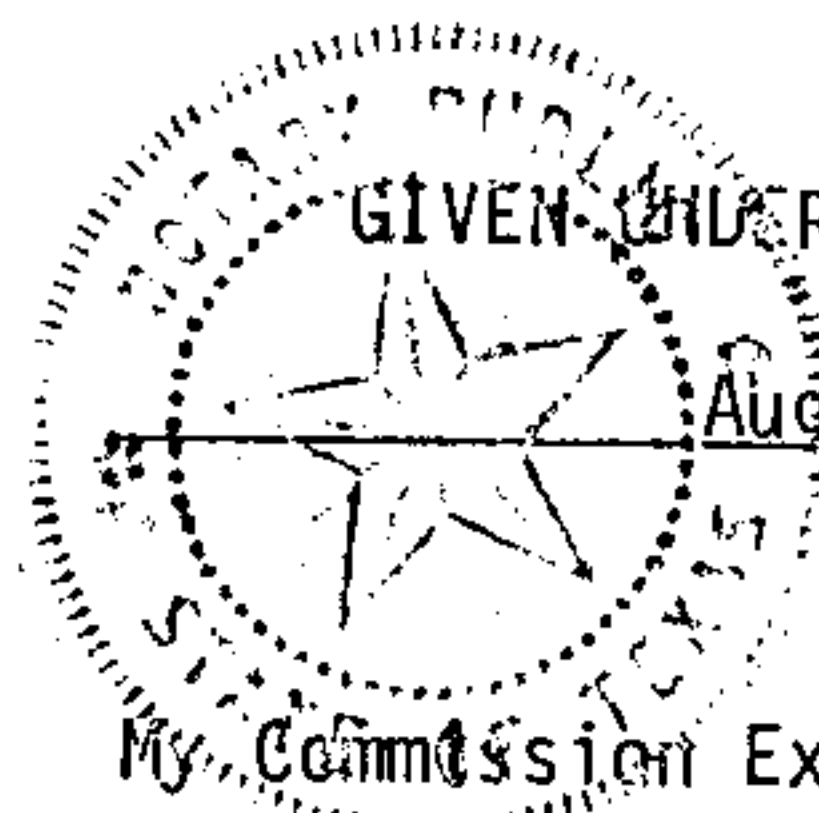
to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared  
J. M. OSWALD, known to me to be the person whose name is subscribed to the  
foregoing instrument, as Senior Vice President of BELCO PETROLEUM CORPORATION,  
a corporation, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed, in the capacity stated, and  
as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of  
August, 1982.

My Commission Expires:

04-30-85

*Lori A. Boliver*  
Lori A. Boliver, Notary Public in and  
for the State of Texas

BELCO DEVELOPMENT CORPORATION  
200 UNION BOULEVARD  
SUITE 118  
LAKEWOOD, COLORADO 80228

Date	Section	No. of Acres	STATE OF	County of	This inst	at	in Book	the records of	By	When record

STATE OF \_\_\_\_\_ } ss. CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,  
COUNTY OF \_\_\_\_\_ } 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: \_\_\_\_\_

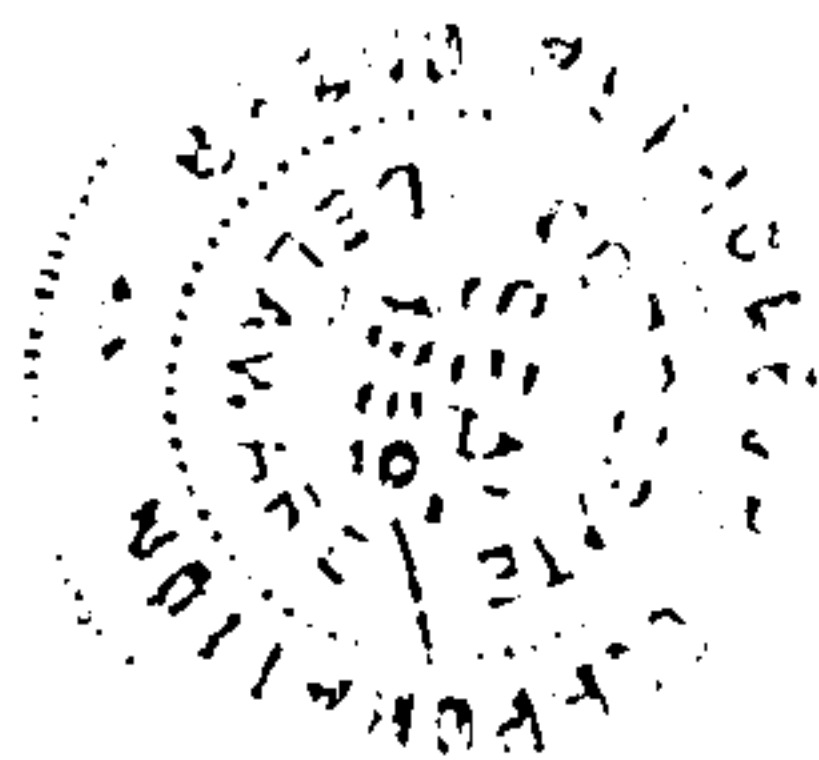
BELCO PETROLEUM CORPORATION

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  
Noah E. Rockowitz  
Secretary



## LAND DESCRIPTION

Sublette County, WyomingTownship 34 North, Range 111 West, 6th P.M.

Section 31: SE/4, E/2 SW/4, Lots 3, and 4

Section 32: S/2 SE/4, SW/4

Township 33 North, Range 111 West, 6th P.M.

Section 5: Lots 1, 2, 3, 4, S/2 N/2, N/2 SE/4, SE/4 SE/4, NE/4 SW/4

Section 6: Lots 1, 2, and 3

Township 34 North, Range 111 West, 6th P.M.

Section 19: Lots 1, 2, 3, E/2 SW/4, W/2 SE/4, SE/4 SE/4 excepting for all portions of Lot 1, Lot 2, NE/4 SW/4 and W/2 SE/4 lying North and East of the center line of the Green River, and the westerly 7 acres of that part of the SE/4 lying North of the Center line of the Green River, containing 73 acres more or less.

Section 30: N/2 SE/4, NE/4 less tract described as follows: commencing at a point 1900' north of and 70.60' west of the E/4 corner of Section 30, thence north 208.20' thence west 208.20' thence south 208.20' thence east 208.20' to a point of beginning and containing 1 acre.

Township 34 North, Range 112 West, 6th P.M.

Section 25: S/2 SW/4



RECEIVED AUG 24/83

Form 3106-5  
(November 1981)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034  
Expires February 28, 1992

3

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No.

W-82343

Lease effective date

February 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

John J. Christmann

Address (include zip code) 1500 Broadway  
Suite 800  
Lubbock, Texas 79201

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-113-W, 6th Prin Mer  
Sec. 5: N/2 SE/4, SW/4 SE/4  
7: NE/4

Containing 280 acres more or less  
all in Sublette County, Wyoming

See attached for additional  
provisions

197809

**SAME LAND DESCRIPTION AS ITEM 2**

RECORDED September 9 1983 2:00 PM  
IN BOOK 69 PAGE 242  
FEES \$ 10.00 Linda Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Linda Yake*

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

100%

4. Specify interest or percent of record title interest being retained by assignor, if any

NONE

5. Specify overriding royalty being reserved by assignor

6% of 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 24 day of MARCH, 1983.

James M. Blakemore

(Assignor's Signature)

2100 First National Bank Building

(Assignor's Address)

Midland

(City)

Texas

(State)

79701

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

MAY 1 1983

By

Chief, Oil &  
Gas Section

(Authorized Officer)

AUG 19 1983

(Title)

(Date)

ASSIGNEE

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 15 day of April

JOHN J. CHRISTMANN  
SUITE 800 FIRST NATIONAL-PIONEER BLDG.  
1983 500 BROADWAY  
LUBBOCK, TEXAS 79401

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

## 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.

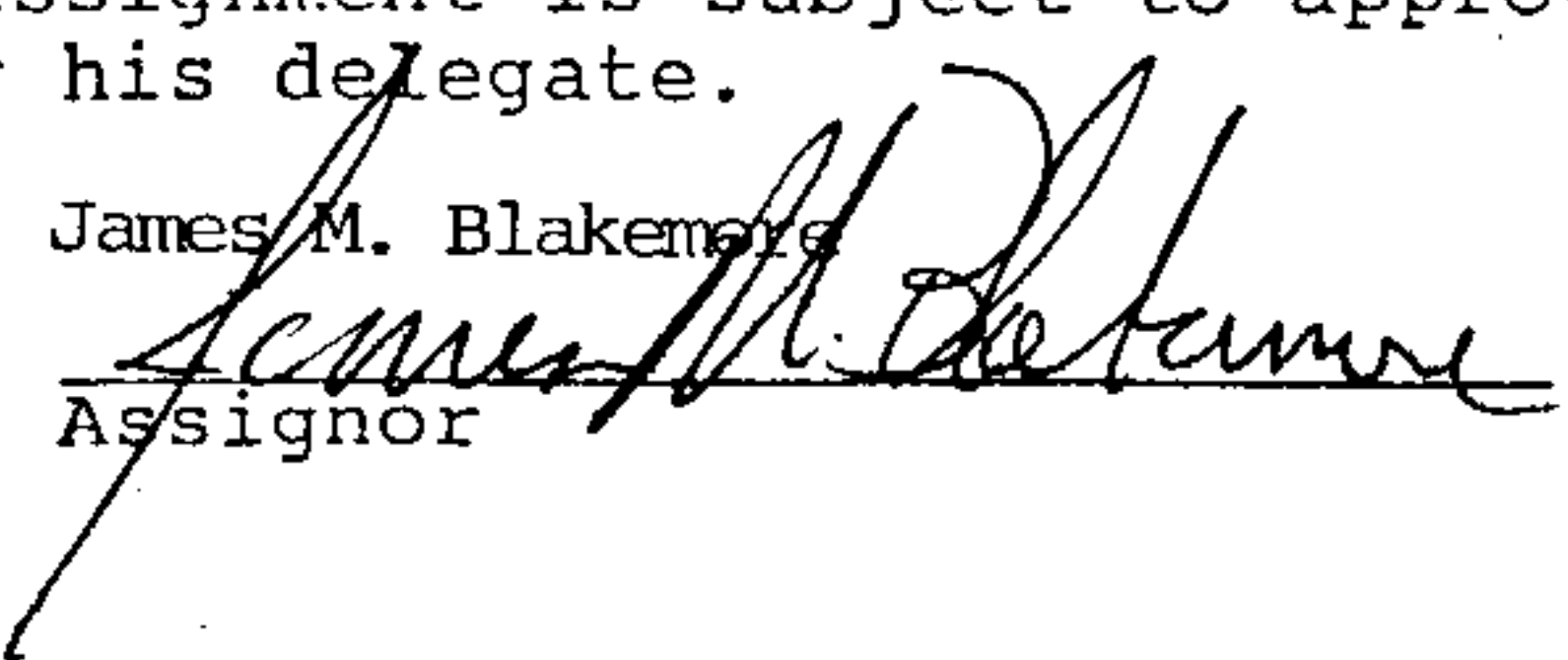
A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

EXHIBIT "A" TO-ASSIGNMENT AFFECTING  
RECORD TITLE FROM James M. Blakemore TO John J. Christman

Assignor hereby excepts and reserves an overriding royalty equal to 6% 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 land under the terms of said lease or any extensions 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 overriding royalties or obligations payable out of production, if any, heretofore created and payable out of production of oil and gas from said land. Except as specifically herein provided, this reservation of said overriding royalty shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said overriding royalty, 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 an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership. To the extent applicable, Assignor agrees to the suspension 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.

If Assignee should at any time desire to surrender to the United States said lease as to all or any portion of the above described land, Assignee shall tender a reassignment of said lease as to the land sought to be surrendered to Assignor (i) at least 60 days prior to the time for the payment of the next annual rental under the terms of said lease or any extension or renewal thereof or (ii) at least 60 days prior to the expiration of said lease in the event the same may be renewed. In such event, Assignor shall accept such reassignment within 10 days from the time the same is tendered, failing in which, Assignee shall be free to surrender said lease as to said land. In the event the reassignment is accepted by Assignor as herein provided, Assignor shall save, hold and protect Assignee harmless from all rentals and liability of whatsoever character subsequently accruing with respect to the land covered by said reassignment. Such reassignment is subject to approval of the Secretary of Interior or his delegate.

James M. Blakemore

  
Assignor



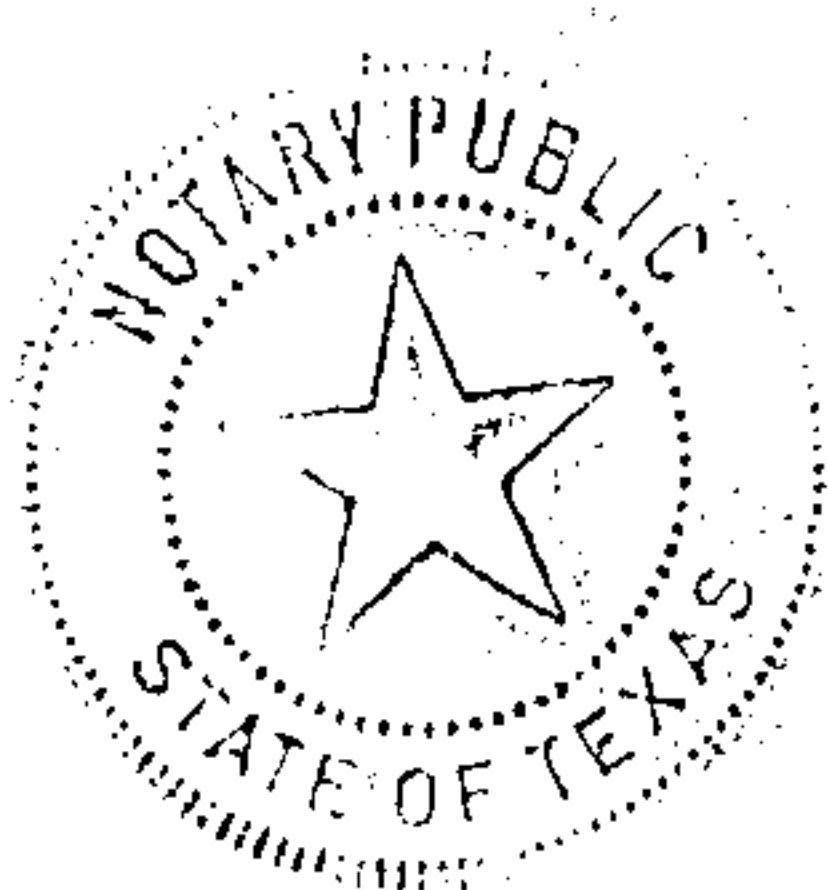
THE STATE OF TEXAS     §  
                                     §  
COUNTY OF MIDLAND     §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Blakemore, 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 SEAL OF OFFICE, this 24 day of March,

(SEAL)

Darlyn A. Cross  
Notary Public in and for  
Midland County, Texas  
Print Name: Darlyn A. Cross



DARLYN A. CROSS-Notary Public  
In and for the State of Texas  
My Commission Expires August 28, 1984

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

246  
7  
WY-585

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-53094

Lease effective date

January 1, 1976

PART I

1. Assignee's Name

Energetics Operating Company

Address (include zip code)

116 Inverness Drive East

Englewood, CO 80112

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 111 West, 6th P.M.

Section 33: Lots 3, 4, N/2SE/4

Containing 143.57 acres, more or less

Sublette County, Wyoming

Reserving and retaining unto Assignor, herein, all right title and interest in and to all depths and formations lying below the stratigraphic equivalent of 10,035 feet, as encountered in the Energetics Federal 30-33 well drilled in the NW/4SW/4, Section 33, T27N, R111W, and rights of ingress and egress to the above-described lands.

197819

RECORDED	September 12	1983	8:00 AM
IN BOOK	69	Page	246
FEES \$	8.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*A. Dorothy McShane*

3. Specify interest or percent of operating rights being conveyed to assignee	60%
4. Specify interest or percent of operating rights being retained by assignor	40%
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 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 hereinafter, which, when 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 22nd day of April, 1983.

*William R. Campbell*

(Assignor's Signature)

Attorney-in-fact

EXXON CORPORATION  
P.O. Box 2305

(Assignor's Address)

Houston, TX

(City)

(State)

77001

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_

By \_\_\_\_\_

(Authorized Officer)

(Title)

(Date)

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

WY-585

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 23rd day of May, 1983

ENERGETICS OPERATING COMPANY

BY: [Signature]  
(Assignee's Signature)

116 Inverness Drive East

(Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST:

[Signature]  
Lou Switzer, 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.

INSTRUCTIONS

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 OPERATING COMPANY, 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 23rd day of May, 1983.

MY COMMISSION EXPIRES:

My Commission expires December 4, 1985

[Signature]  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

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

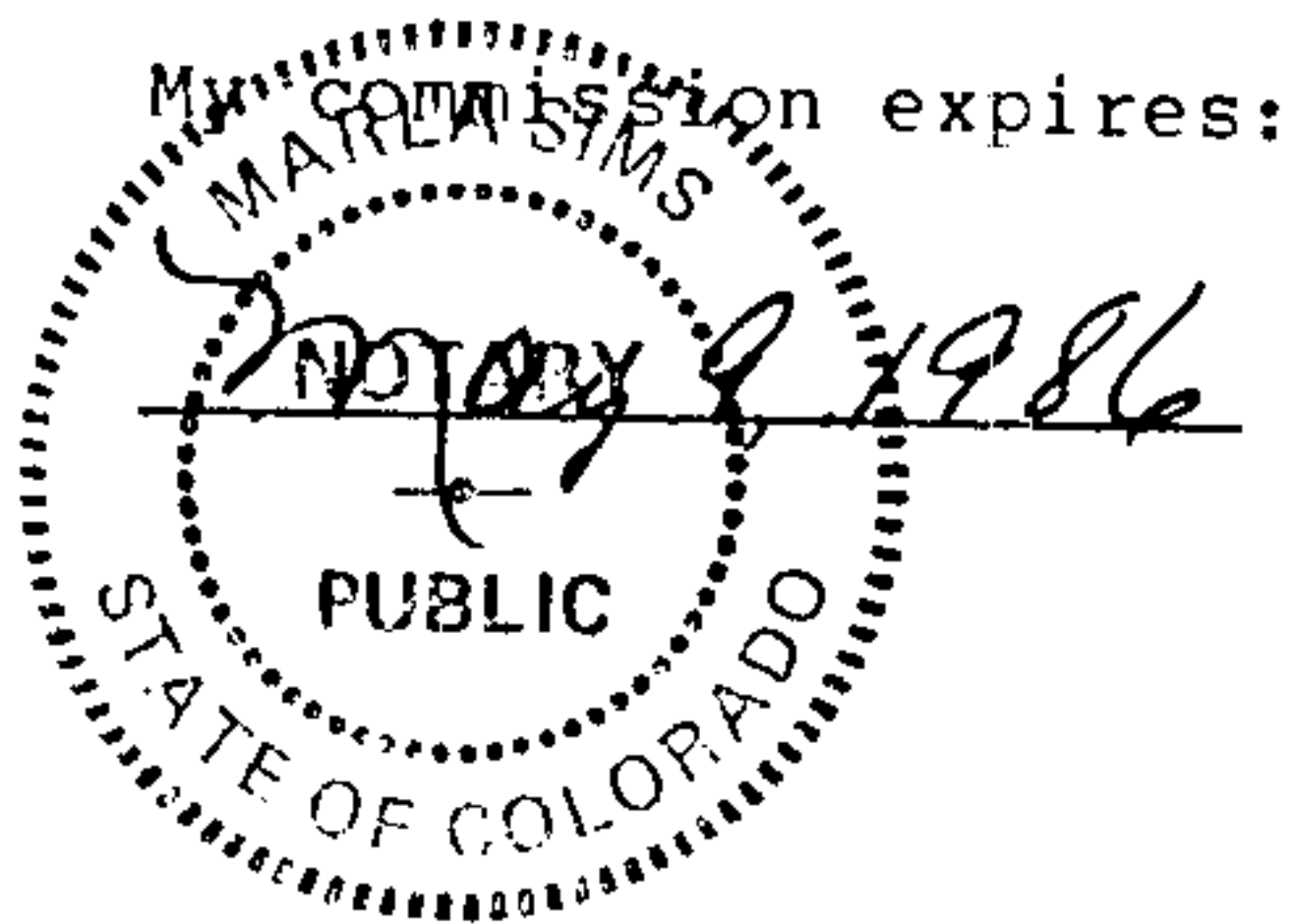
EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:  
This information is being collected pursuant to the law (43 CFR 3106-3(c)).  
This information will be used to create a record of lease assignment.  
Response to this request is required to obtain a benefit.



STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

On this 22nd day of April, 1983, before me personally appeared William R. Campbell, known to me to be the person who is described in and whose name is subscribed to the within instrument as Agent and Attorney in Fact of Exxon Corporation and acknowledged to me that he subscribed the name of Exxon Corporation as principal and his own name as Attorney in Fact.



Maureen A. Sims  
Notary Public Residing at:  
750 W. Hampden Ave.,  
Residing at: Englewood, CO 80110

RECEIVED FOR RECORD 6/17/83

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-53094

Lease effective date

January 1, 1976

PART I

Assignee's Name

Energetics Operating Company

Address (include zip code)

116 Inverness Drive East  
Englewood, CO 80112

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

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 111 West, 6th P.M.  
Section 33: Lots 1, 2, NE/4SW/4  
Containing 101.35 acres, more or less  
Sublette County, Wyoming

Reserving and retaining unto Assignor, herein, all right title and interest in and to all depths and formations lying below the stratigraphic equivalent of 10,035 feet, as encountered in the Energetics Federal 30-33 well drilled in the NW/4SW/4, Section 33, T27N, R111W, and rights of ingress and egress to the above-described lands.

See Exhibit "A" attached.

197820

RECORDED	September 12	1983	8:00 AM
IN BOOK	69018	PAGE	249
FEES \$	10.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Thorne*

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	4%
5. 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 1 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 22nd day of April, 19 83.

*William D. Campbell*

(Assignor's Signature)

Attorney-in-fact

EXXON CORPORATION  
P.O. Box 2305

(Assignor's Address)

Houston, TX

(City)

(State)

77001

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date)

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

W-585

249

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 23rd day of May, 1983

BY: Gene W. Anderson (Assignee's Signature) 116 Inverness Drive East (Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST: Lou Switzer (City) Englewood, Colorado 80112 (State) (Zip Code)

Lou Switzer, Assistant Secretary

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

INSTRUCTIONS

- |  |   |
|--|---|
| 1. 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. A separate instrument of assignment shall be used for each lease out of which an assignment is made. | 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.   |
| 2. FILING AND NUMBER OF COPIES - File three (3) completed  | 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. If an operator's bond is required, it must be furnished prior to approval of the assignment. |

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.

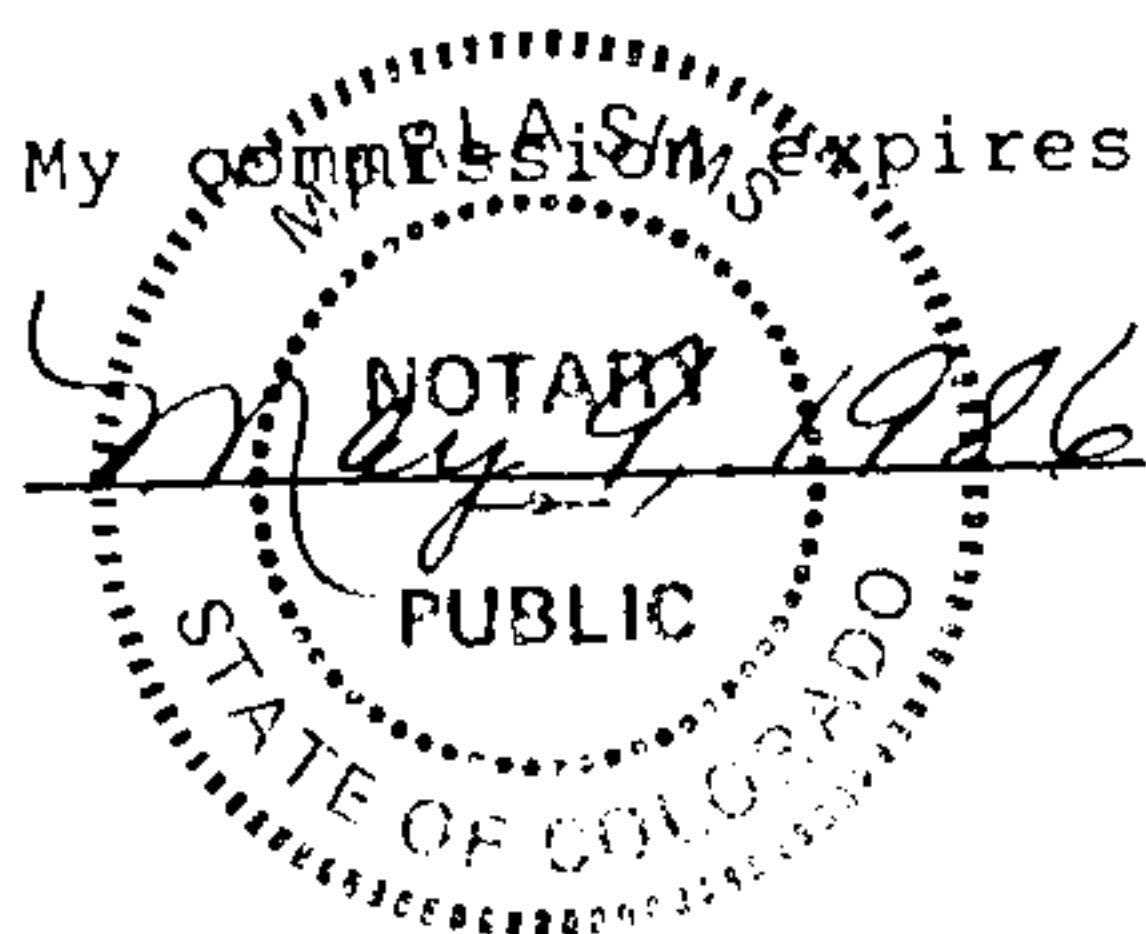
EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.



STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

On this 22nd day of April, 1983, before me personally appeared William R. Campbell, known to me to be the person who is described in and whose name is subscribed to the within instrument as Agent and Attorney in Fact of Exxon Corporation and acknowledged to me that he subscribed the name of Exxon Corporation as principal and his own name as Attorney in Fact.

My commission expires:



Marla S. Lima  
Notary Public Residing at:  
750 W. Hampden Ave.,  
Residing at: Englewood, CO 80110

ORIGINAL FOR RECORD 6/13/83

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 OPERATING COMPANY, 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 23rd day of May, 1983.

MY COMMISSION EXPIRES:

My Commission expires December 4, 1985

Kimberley Marie Smith  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

252  
USA Lease: W-53094  
Effective Date: 1/1/76

EXHIBIT "A"

ADDITIONAL EXCEPTIONS AND RESERVATIONS INCORPORATED INTO THIS TRANSFER, ASSIGNMENT, OR SUBLEASE BETWEEN EXXON CORPORATION, ASSIGNOR, AND ENERGETICS OPERATING COMPANY, ASSIGNEE.

1. The overriding royalty herein reserved shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas.
2. Assignor further retains, saves and reserves from the operation of this assignment and unto itself, its successors and assigns, all right, title and interest in and to said oil and gas lease insofar as the same covers all rights not specifically assigned herein, together with the right of ingress and egress at all times through the assigned formations for the purpose of exploring for and producing oil, gas, casinghead gas and other minerals which may be produced under said lease from the retained formations.
3. This transfer, assignment, or sublease is made subject to all terms, covenants and provisions of that certain Farmout Agreement dated August 13, 1982 by and between EXXON CORPORATION and ENERGETICS, INC., which provides for, among other things: the right of Exxon to convert the aforesaid overriding royalty interest to a forty percent (40%) working interest, proportionately reduced, in the lands described in paragraph 2 of the attached "Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease"; the right to take its overriding royalty as to oil and liquid hydrocarbons in kind; and a call on production.
4. Assignor and Assignee, following the exchange of the reserved overriding royalty for a working interest, shall enter into the joint operating agreement attached as Exhibit "F" to the Farmout Agreement dated August 13, 1982.
5. Copies of the above referenced Farmout Agreement and attached joint operating agreement are available for inspection at the offices of Exxon Company, U.S.A., 750 West Hampden Avenue, Englewood, Colorado 80110.
6. Assignor will continue to pay delay rentals or other payments necessary to maintain the lease above referenced and Assignee shall reimburse Assignor for its proportionate share.
7. This assignment is made subject to all reassignment obligations as reflected in the instruments contained in USA lease file W-53094.
8. This assignment is made without warranty of title of any kind, either express or implied.

RELEASE OF OIL AND GAS LEASE

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)

T.S. Taliaferro, III, and Myra Taliaferro and Edward L. Taliaferro and  
Elva A. Taliaferro, their

heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between

T.S. Taliaferro, III, and Myra Taliaferro, husband wife; Edward L. Taliaferro  
and Elva A. Taliaferro, husband and wife, Lessors and Ed Shepardson,

as lessee(s), dated the 7th day of March, 1973,  
insofar as same covers the following described land, to-wit:

Township 29 North, Range 105 West, 6th P.M.  
Sec. 5: That part of Lots 2, 3, SW/4NE/4,  
NW/4SE/4, lying West of center  
thread of Big Sandy Creek.  
Sec. 18: That part of E/2E/2 lying West of  
center thread of Big Sandy Creek.

197821

Township 30 North, Range 105 West, 6th P.M.  
Sec. 32: That part of SW/4NW/4, W/2SW/4,  
SE/4SW/4 lying West of center  
thread of Big Sandy Creek.

RECORDED	<u>September 12</u>	19 <u>83</u>	<u>8:00 AM</u>
IN BOOK	<u>69 O&amp;G</u>	PAGE	<u>253</u>
FEE \$	<u>6.25</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*[Signature]*

Township -----, Range -----, and containing 225.68  
acres, more or less, situated in the County of Sublette and State  
of Wyoming, said lease being recorded in the office of the  
Recorder of Deeds in and for said county, in Book 49 O&G Page 229  
Reception No. 135547.

Executed this 27<sup>th</sup> day of July, 1983.

HUSKY OIL COMPANY formerly HUSKY OIL  
COMPANY OF DELAWARE

By C W Smith  
C.W. Smith, Attorney-in-Fact

APPROVAL
<i>[Signature]</i>

Attest:

By \_\_\_\_\_  
Secretary

PAN EASTERN EXPLORATION COMPANY  
By James D. Johnson  
President  
James D. Johnson, Agent & Attorney-in-Fact

Acct.	<u>12</u>
Land	<u>25</u>
Legal	<u>1</u>
n-Fact	

7-11-49-35-23-80

Husky Oil Co.  
6060 So. Willow Drive  
Englewood, Colo. 80111  
Attn: Land Dept/Admin.



STATE OF )  
COUNTY OF ) ss.

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_, and \_\_\_\_\_, as \_\_\_\_\_, for PAN EASTERN EXPLORATION COMPANY this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss.

The foregoing instrument was acknowledged before me by C.W. Smith, as Attorney-in-Fact for HUSKY OIL COMPANY, this 27th day of July, 1983.

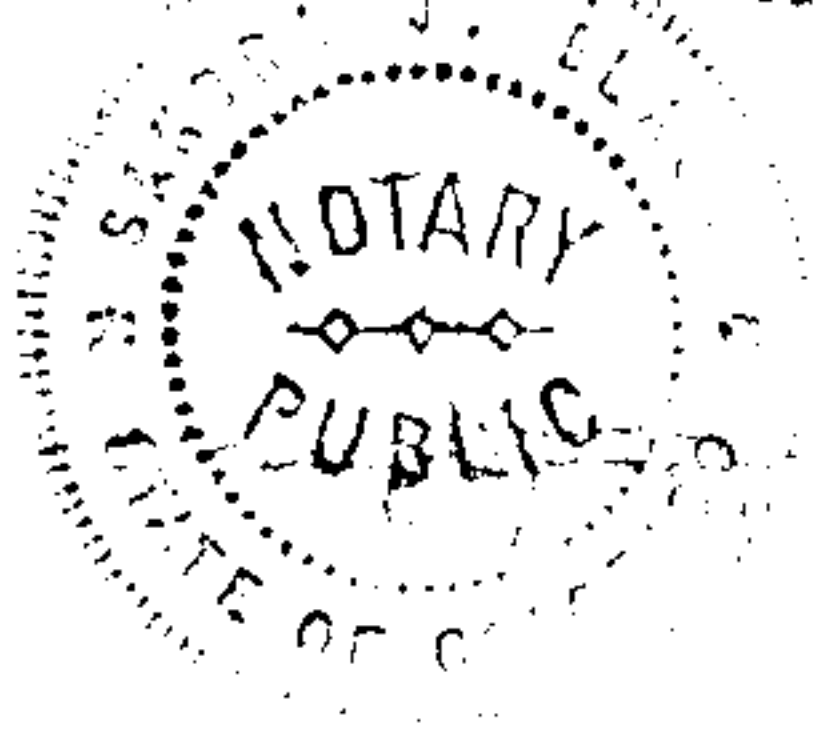
Witness my hand and official seal.

My commission expires:

Sandra J Black  
Notary Public

6060 South Willow Dr., Englewood, CO  
Residing at:

My Commission Expires July 28, 1988



STATE OF TEXAS X  
COUNTY OF HARRIS X SS

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 25th day of August, A.D., 1983.

Decker Lybys  
Notary Public



My Commission Expires:  
Notary Public - State of Texas  
My Commission Expires July 10, 1984

ASSIGNMENT OF OVERRIDING ROYALTY  
AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That F. C. Minkler, M.D.

704 Mill Road

Pascagoula, Mississippi 39567

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 Bedford 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-65283: T 28 N, R 104 W, Sublette County, Wyoming  
Sec. 15: E1/2  
Sec. 22: W1/2

containing 640 acres, more or less.

197846

RECORDED	<u>September 14, 1983</u>	<u>8:00A</u>
IN BOOK	<u>69</u>	<u>255</u>
FEE	<u>\$6.00</u>	<u>County Clerk</u>
SUBLETTE COUNTY, CHEYENNE, WYOMING		

Dorothy M. Lewis

- 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 BEDFORD PRODUCTION PROPERTIES, its successors and assigns.

DATE: 15 NW 82

F. C. Minkler, M.D.  
Assignor: F. C. MINKLER, M.D.

STATE OF MISSISSIPPI)  
COUNTY OF JACKSON) ss.

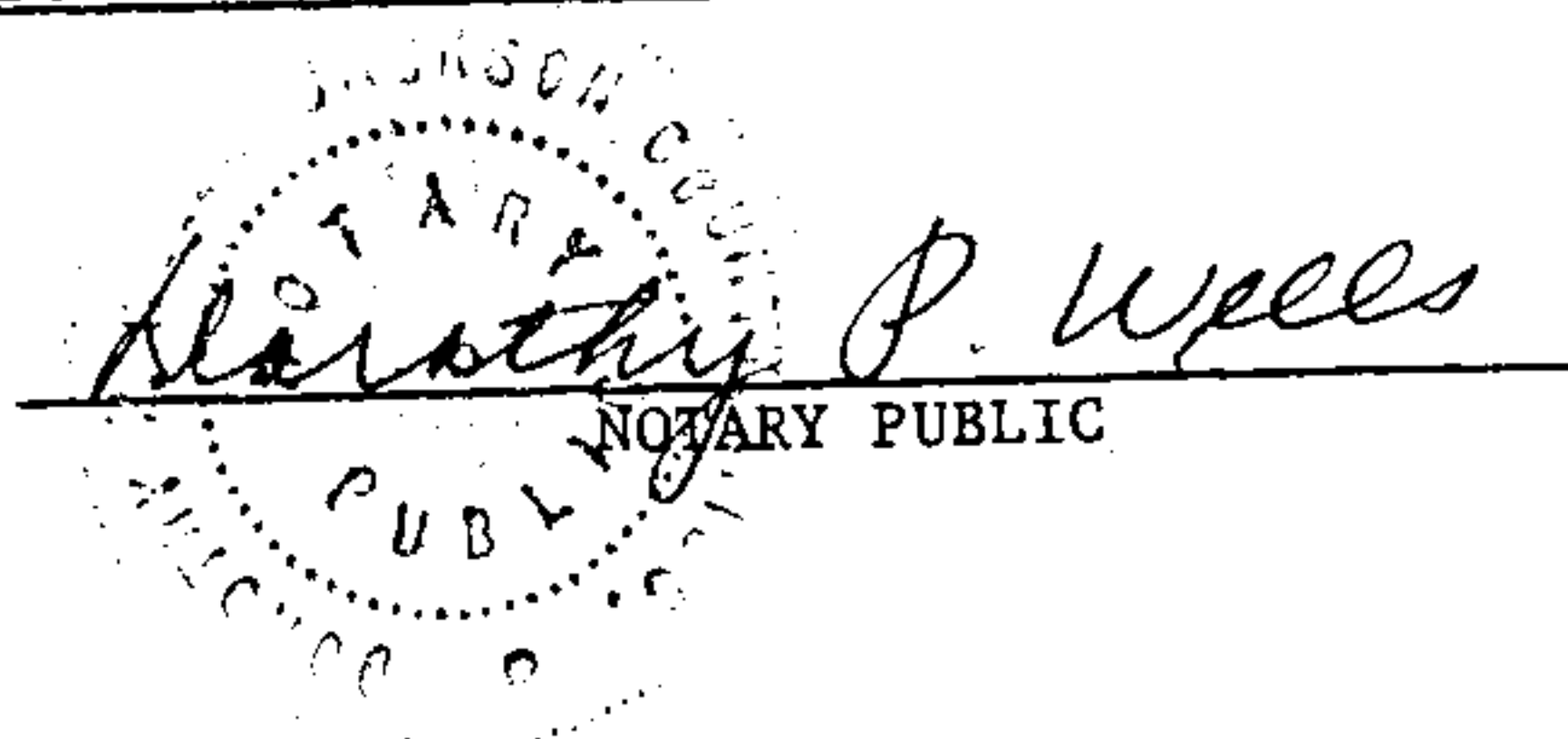
Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the County of JACKSON, State of MISSISSIPPI, by F. C. MINKLER, M.D. this

15th day of November, 1982.

My commission expires:

My Commission Expires December 3, 1984



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PART II

---

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

---

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this            day of **FEB 4 1983** , 19

BY: *Bryan Bell*  
(Assignee's Signature)

Bryan Bell - General Partner  
BEDFORD 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.



ASSIGNMENT OF OVERRIDING ROYALTY  
AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That F. C. Minkler, III

4206 Pascagoula Street

Pascagoula, Mississippi 39567

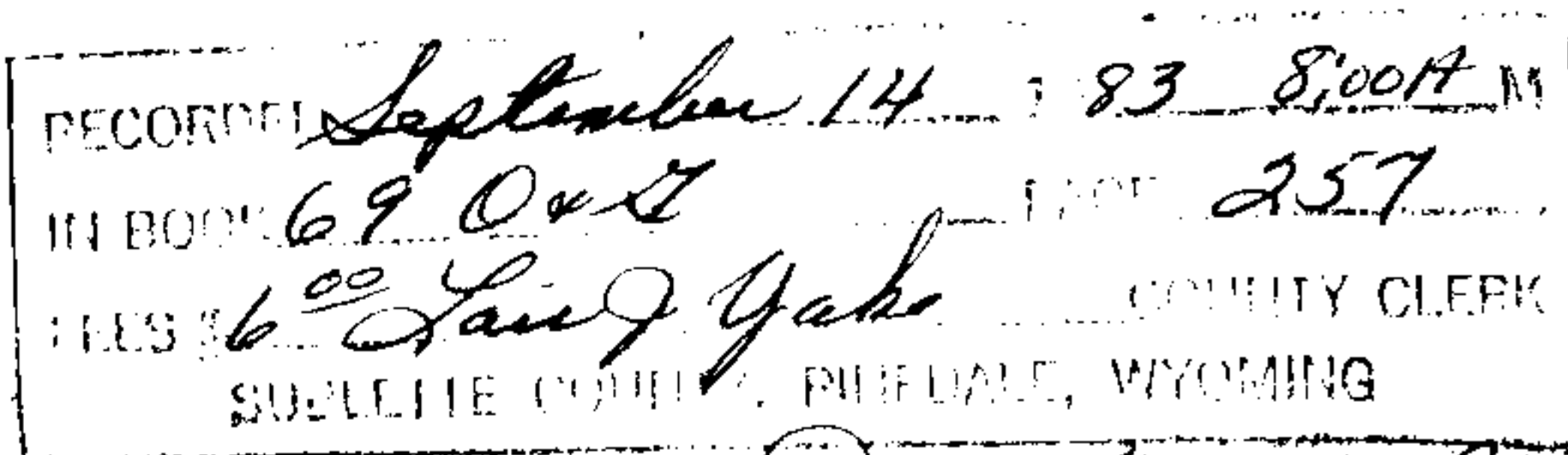
called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to Bedford Production Properties, a Limited 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-65283: T 28 N, R 104 W, Sublette County, Wyoming  
Sec. 15: E1/2  
Sec. 22: W1/2

containing 640 acres, more or less.

197847



- 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 BEDFORD PRODUCTION PROPERTIES, its successors and assigns.

DATE: 11/15/82

F. C. Minkler, III  
Assignor: F. C. MINKLER, III

STATE OF MISSISSIPPI )  
COUNTY OF JACKSON ) ss.

Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned

Notary Public for the County of JACKSON, State of MISSISSIPPI, by

F. C. MINKLER, III this

15th day of November, 1982.

My commission expires:

2-26-84

[Signature]  
NOTARY PUBLIC

258

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PART II

---

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

---

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this            day of FEB 4, 1983, 19

BY: Bryan Bell  
(Assignee's Signature)

Bryan Bell - General Partner  
BEDFORD 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.

ASSIGNMENT OF OIL AND GAS PRODUCING ROYALTY  
AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That Paul N. Temple

1300 North 17th Street, Suite 1400

Rosslyn, Virginia 22209

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 Bedford 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-67184: T 32 N, R 113 W, Sublette County, Wyoming

Sec. 22: All

Sec. 27: E1/2 NE1/4, W1/2, SE1/4

Sec. 32: All

Sec. 34: NE1/4

containing 2,000 acres, more or less.

197848

RECORDED	<u>September 14</u>	<u>1983</u>	<u>8:00 A M</u>
IN BOOK	<u>69</u>	<u>Page</u>	<u>259</u>
FEES \$	<u>6.00</u>	<u>Land &amp; Yoke</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Dorothy M. Shive

- 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 BEDFORD PRODUCTION PROPERTIES, its successors and assigns.

DATE: December 2, 1982

Paul N. Temple  
Assignor: PAUL N. TEMPLE

STATE OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss.

Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the County of ARLINGTON, State of VIRGINIA, by PAUL N. TEMPLE this

2nd day of December, 1982.

My commission expires: 10/6/85

Katharine Francis  
NOTARY PUBLIC



260

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PART II

---

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

---

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this       day of FEB 4 1983 , 19

BY: Bryan Bell  
(Assignee's Signature)  
Bryan Bell - General Partner  
BEDFORD 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.

ASSIGNMENT OF OIL AND GAS PRODUCING ROYALTY  
AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That KAREN B. TEMPLE DECEASED ESTATE,  
Paul N. Temple, Executor

1300 North 17th Street, Suite 1400, Rosslyn, Virginia 22209

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 Bedford 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-60138: T 32 N, R 110 W, Sublette County, Wyoming  
Sec. 35: All

containing 640 acres, more or less.

197849

RECORDED	<u>September 14</u>	<u>1983</u>	<u>8:00 AM</u>
IN BOOK	<u>69</u>	<u>Dist</u>	PAGE <u>261</u>
FEES \$	<u>6.00</u>	<u>Larry Yake</u>	COUNTY CLERK
SUBLETTE COUNTY, VINEDALE, WYOMING			

Deborah M. Shum

- 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 BEDFORD PRODUCTION PROPERTIES, its successors and assigns.

DATE: December 2, 1982

Paul N. Temple  
Assignor: PAUL N. TEMPLE, Executor  
KAREN B. TEMPLE DECEASED ESTATE

STATE OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss.

Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the County of ARLINGTON, State of VIRGINIA, by PAUL N. TEMPLE, Executor of KAREN B. TEMPLE DECEASED ESTATE this

2nd day of December, 1982.

My commission expires: 10/6/85

Therese Francis  
NOTARY PUBLIC

PART II

### ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☒ Association ☐ Corporation. If other 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 FEB 4 1983, 19

BY: Bryan Bell  
(Assignee's Signature)  
Bryan Bell - General Partner  
BEDFORD 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.



ASSIGNMENT OF ( ) DING ROYALTY  
AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That KAREN B. TEMPLE DECEASED ESTATE,

Paul N. Temple, Executor

1300 North 17th Street, Suite 1400, Rosslyn, Virginia 22209

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 Bedford 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-68818: T 33 N, R 108 W, Sublette County, Wyoming  
Sec. 6: SE1/4 SW1/4  
Sec. 7: E1/2 W1/2  
Sec. 31: Lot 4, SE1/4 SW1/4  
T 33 N, R 109 W  
Sec. 1: Lot 4  
Sec. 2: Lot 1  
Sec. 12: SE1/4 NE1/4, SE1/4 SW1/4, SE1/4  
Sec. 13: NE1/4, NE1/4 NW1/4  
Sec. 35: SW1/4 SE1/4

containing 839.88 acres, more or less.

197850

RECORDED	<u>September 14</u>	<u>1983</u>	<u>8:00AM</u>
IN BOOK	<u>69</u>	<u>Dist</u>	PAGE <u>263</u>
FEES \$	<u>6.75</u>	<u>Larry Yake</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Dorothy M. Kline

- 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 BEDFORD PRODUCTION PROPERTIES, its successors and assigns.

DATE: December 2, 1982

Paul N. Temple  
Assignor: PAUL N. TEMPLE, Executor  
KAREN B. TEMPLE DECEASED ESTATE

STATE OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss.

Assignor:

The foregoing instrument was executed, acknowledged and signed before me, the undersigned  
Notary Public for the County of ARLINGTON, State of VIRGINIA, by  
PAUL N. TEMPLE, Executor of KAREN B. TEMPLE DECEASED ESTATE this

2nd day of December, 1982.

My commission expires: 10/6/85

Hesterie Francis  
NOTARY PUBLIC

264

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PART II

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ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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A. ASSIGNEE CERTIFIES 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    **FEB 4 1983** , 19

BY: \_\_\_\_\_

*Bryan Bell*  
(Assignee's Signature)  
Bryan Bell - General Partner  
BEDFORD 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.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING  
UNITED STATES OIL AND GAS LEASE... W-48192  
DISTRICT LAND OFFICE... Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That  
A. G. Andrikopoulos  
P. O. Box 788  
Cheyenne, Wyoming 82003, 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. L. Scribner, Trustee of the Andrikopoulos Irrevocable Trust(s)	c/o P. O. Box 542 Cheyenne, Wyoming 82003	1% of 100%

THIS INSTRUMENT IS WRITTEN FOR THE PURPOSE  
OF AMPLIFYING AND FORMALIZING A PREVIOUS  
ASSIGNMENT DATED DECEMBER 29, 1976.

Being in all a total of an undivided... One 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 110 West  
Section 23: N $\frac{1}{2}$   
Section 24: SE $\frac{1}{4}$   
Section 25: NE $\frac{1}{4}$

RECORDED September 16 1983 8:00 A M  
IN BOOK 69 PAGE 265  
FEES \$4.00 COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

197878

Containing... 640.00... acres, more or less.

WITNESS our hands this... 8th... day of... September... 19 83...

Witnesses:

*A. G. Andrikopoulos*  
A. G. Andrikopoulos

STATE OF Wyoming }  
COUNTY OF Laramie } ss.

On the... 8th... day of... September... 19 83..., before me personally appeared  
A. G. Andrikopoulos  
the signor... of the above instrument, who duly acknowledged to me that... he... executed the same.

My commission expires:

July 15, 1987

Estelle C. Haefele - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My Commission Expires July 15, 1987

*Estelle C. Haefele*  
Notary Public  
Residing in... Cheyenne, Wyoming



# STATE OF WYOMING

## APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

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

1. Betty B. Shaffer  
(Name of Applicant)  
Box 1343  
(Number and Street)  
Cheyenne, Wyoming  
(City and State) 82001

8-61  
CD-01  
8-48  
CD-02  
49-78  
CD-02

This space for office use only

72-28069	1-7
72-28069	
ASSIGNED	
\$25,000.00 Corp. Surety Bond dated Sept. 7, 1968	
62-68 CD-01	

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

### 2. Land requested

Sublette		Common School				
(County)		(Fund)				
T. 27 N., R. 111 W., 6th P.M.						
Enter here the Parcel Number(s) applied for.	1st	2nd	3rd	4th	5th	69-71 CD-01
	97					

All Sec. 16

Total Area 640 Acres

### 3. Land included in lease

(Not to be filled in by Offeror)

(County) \_\_\_\_\_ (Fund) \_\_\_\_\_  
T. \_\_\_\_\_ N., R. \_\_\_\_\_ W., 6th P.M.  
I CERTIFY THAT THIS A TRUE AND  
COMPARATIVE COPY OF THE OFFICIAL  
RECORD ON FILE IN THE WYOMING  
STATE LAND OFFICE.

Date

8-22-83  
Don E. Sherran  
COMMISSIONER OF PUBLIC LANDS  
AND FARM LOANS

Total Area \_\_\_\_\_ Acres

4. Amount remitted: Filing Fee \$ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) \$ 320.00

Total \$ 335.00  
72-78 CD-01

### 5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 21 years of age. Each corporation that is to acquire an interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming.

The name and address of each such interested individual, including the partners or associates if an interest is to be acquired by a partnership or association, are as follows: Individual

The Name and address of each such corporation, of its service agent, and the State of its incorporation, are as follows:

(b) No employee of the State Land Office is to acquire an interest in said lease by virtue of this offer. If applicant is an individual, it is further certified that he is not an officer in any corporation, a member of any partnership or association, or a majority stockholder in a corporation, which has or will file an application on the lands herein sought to be leased.

(c) None of the land described in item 2 above is described in or covered by any other pending offer filed by this applicant or in which this applicant has any right, claim, interest, or title.

### 6. Offeror agrees:

(a) That Offeror's signature to this offer shall constitute Offeror's signature to and acceptance of this lease insofar as said lease covers any land described in item 2 above open to lease application at the time this offer is filed, and shown in item 3 as included in this lease.

(b) An acceptable application may be withdrawn at any time prior to issuance of lease but if withdrawn the rentals, and fees transmitted with said application will thereupon be forfeited to the State as penalty for failure to fulfill the obligations.

(c) If the lease terms on the reverse of this offer do not express all of the terms and conditions of the lease form in effect on the date this offer is filed, the lessor shall amend the lease terms set out in this Offer to Lease and Lease by substituting therefor, and attaching to this Offer to Lease and Lease, the lease terms and conditions in effect on the date this offer is filed, and Offeror agrees to be bound by said substituted lease terms and conditions.

7. It is hereby certified that the statements made herein are complete and correct to the best of Offeror's knowledge and belief and are made in good faith. Any willful misrepresentation or concealment by Offeror of a material fact in this offer shall render this lease subject to cancellation.

REC'D IN WITNESS WHEREOF, Offeror has duly executed this instrument this 13th day of October, 1972.

IN BOOK 69 PAGE 266  
FEE \$6.00  
COUNTY CLERK  
197900

197900

(Lessee Signature)

(Lessee Signature)

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

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed.

Signed on NOV 13 1972

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

\*Ext. to Nov. 1, 1983

NOVEMBER 2, 1972

EFFECTIVE DATE OF LEASE

Lse. ext. for 1-yr by drilling in accordance with

&G Lse. Rules & Regs.

Examined:

By

Commissioner of Public Lands—Secretary  
(Chapter 120, Session Laws of Wyoming, 1965)



## LEASE TERMS

**SECTION 1. RIGHTS OF LESSEE.** The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

## SECTION 2. THE LESSEE AGREES:

(a) **BOND.** To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) **PAYMENTS.** To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming.

(c) **RENTALS.** Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50¢ per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar (\$1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) **ROYALTIES.** The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar (\$1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

**ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES:** On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

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

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

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

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

(f) **MEASUREMENTS OF PRODUCTION.** To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records and reports pertaining to

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

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

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

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

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

(i) **LOG OF WELLS AND REPORTS.** To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) **PRODUCTION.** To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

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

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

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

(m) **STATUTORY REQUIREMENTS AND REGULATIONS.** To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

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

All overriding royalties to be valid must have the approval of the Board and be recorded with the

lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

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

(p) **REGULATIONS.** To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

## SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

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

## SECTION 4. APPRAISAL OF IMPROVEMENTS.

The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

**SECTION 5. FORFEITURE CLAUSE.** The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

**SECTION 6. RELINQUISHMENT AND SURRENDER.** This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

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

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

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

**SECTION 7. HEIRS AND SUCCESSORS IN INTEREST.** It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

**SECTION 8.** If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

**SECTION 9.** This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.



268

8 13

CONVEYANCE

CAROL ANN MARTIN and GERALD W. MARTIN, wife and husband, whose street address is 455 "K" Street, Washougal, Washington 98671, for \$10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, sell, convey, assign, transfer, and set over to each of the parties named below (each of which is herein called a "Grantee") the undivided interest appearing below opposite that Grantee's name in and to the entire oil and gas mineral, royalty and overriding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule I, together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto.

The name and address of each Grantee and the undivided interest in and to the Interests hereby conveyed to each Grantee are as follows:

<u>Grantee</u>	<u>Undivided Interest</u>
AMERICAN GAS & OIL INVESTORS, a New York limited partnership 1221 Avenue of the Americas New York, New York 10020	90%
ENERGETICS OPERATING COMPANY, a Colorado corporation 116 Inverness Drive East Englewood, Colorado 80112	10%

The undersigned hereby represent, and covenant, that they are the lawful owners of the Interests; that they have full right and authority to convey the Interests; that the Interests are free and clear of all liens and encumbrances; and that they will warrant and forever defend, at the sole cost and expense of CAROL ANN and GERALD W. MARTIN, all and singular the Interests against all parties claiming or to claim the same or any part thereof or any interest therein.

197901

RECORDED	September 19 1983 2:30 P.M.
IN BOOK	69 D-4 PAGE 268
FEES \$	8.25 Larry Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

-1-

*Dorothy M. Lure*



EXECUTED to be effective for all purposes among the parties as of  
7:00 A.M., local time, on June 1, 1983.

Carol Ann Martin  
CAROL ANN MARTIN

Gerald W. Martin  
GERALD W. MARTIN

STATE OF Washington ) ss.  
COUNTY OF CLAYK )

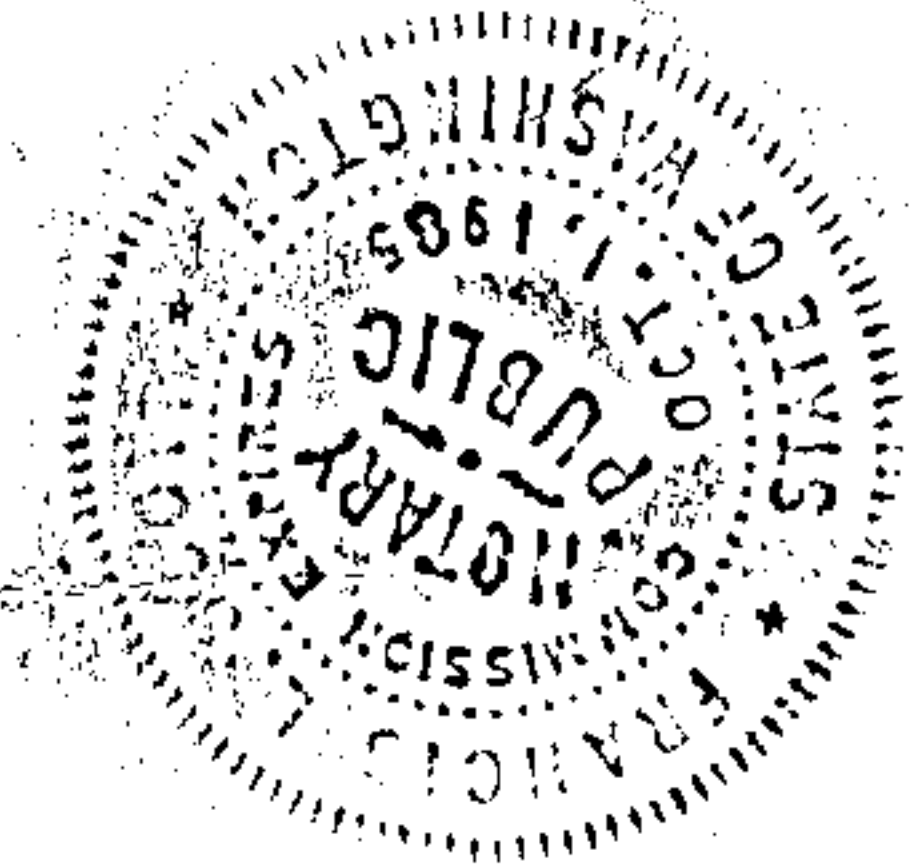
The foregoing instrument was acknowledged before me this  
day of June, 1983, by CAROL ANN MARTIN and GERALD W. MARTIN, wife and husband.

Witness my hand and official seal.

Francis J. Scott  
Notary Public

Address: Vancouver, WA  
\_\_\_\_\_

My Commission Expires:  
10/1/85



SCHEDULE I

Attached hereto and made a part hereof of that certain  
Conveyance dated June 1, 1983 by and between  
CAROL ANN MARTIN and GERALD W. MARTIN, Grantor, and  
American Gas and Oil Investors and Energetics Operating Company,  
as Grantee.

Federal Lease No.	Expiration Date	Description	Overriding Royalty
USA W-63821 11108	June 30, 1988	Township 27 North, Range 111 West, 6th P.M. Section 32: Lots 3, 4, NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ Sublette County, Wyoming Containing 299.86 acres, more or less	1.5% of 8/8ths

ASSIGNMENT

THIS ASSIGNMENT, dated as of June 1, 1983, is from AMERICAN GAS & OIL INVESTORS, a New York limited partnership ("AmGO"), 1221 Avenue of the Americas, New York, New York 10020, to ENERGETICS OPERATING COMPANY, a Colorado corporation ("Energetics"), 116 Inverness Drive East, Englewood, Colorado 80112.

FOR \$10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AmGO hereby grants, bargains, sells, conveys, assigns, transfers and sets over to Energetics an undivided interest in and to the entire oil and gas mineral, royalty and overriding royalty interests that are described in Schedule I attached hereto and made a part hereof (the "Interests"), covering and relating to the land described in Schedule I (the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements and orders in any way relating thereto, which undivided interest in and to the Interests hereby assigned to Energetics is as follows:

(1) From and after the date of this assignment until the occurrence of the event (the "Event") described in Section 3.2 of that certain Acquisition Agreement dated as of July 1, 1982, between Energetics and AmGO, the undivided interest is 5%; and

(2) From and after the Event, the undivided interest is 25%.

AmGO will execute, acknowledge and deliver to Energetics such assignments, transfer orders and other instruments and will take such other action as may be necessary to evidence the occurrence of the Event of record, which instruments will be made without warranty, except as to parties claiming by, through or under AmGO.

Notwithstanding anything to the contrary contained herein, the undivided interest in and to the Interests hereby assigned to Energetics shall

197902

-1-

WY-295

Fed 10-32

September 19, 1983 2:10 PM	
BOOK 69 048	PAGE 271
FEE \$10.00	
SHERIFF CLERK	
SHERIFF CLERK	

TRANSMITTAL # 211



forever be 5%, and shall never be 25%, if the Event shall not occur prior to 21 years less one day after the death of the survivor of all the descendants of Theodore Roosevelt, late President of the United States of America, who are living on the date of this assignment.

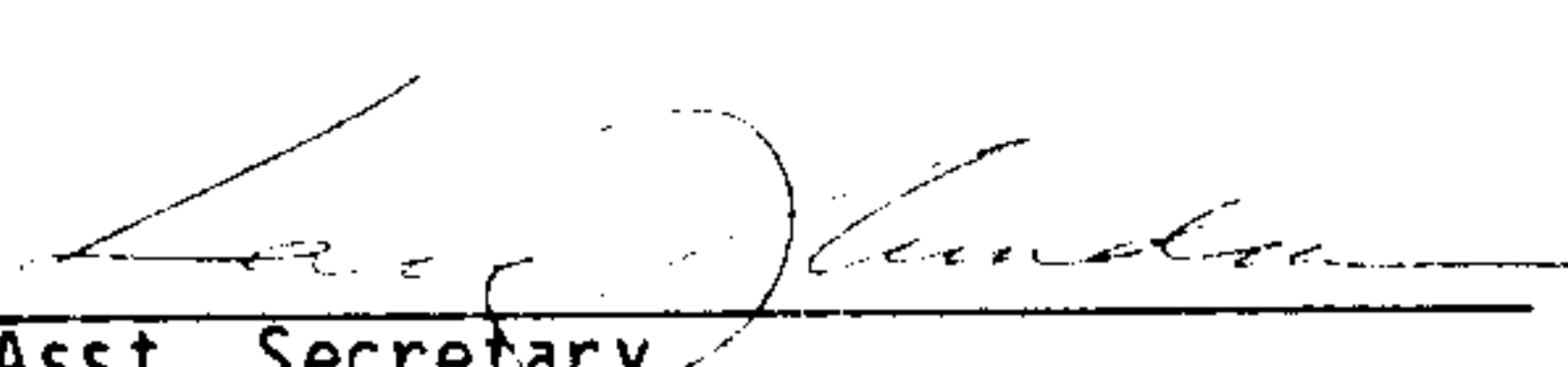
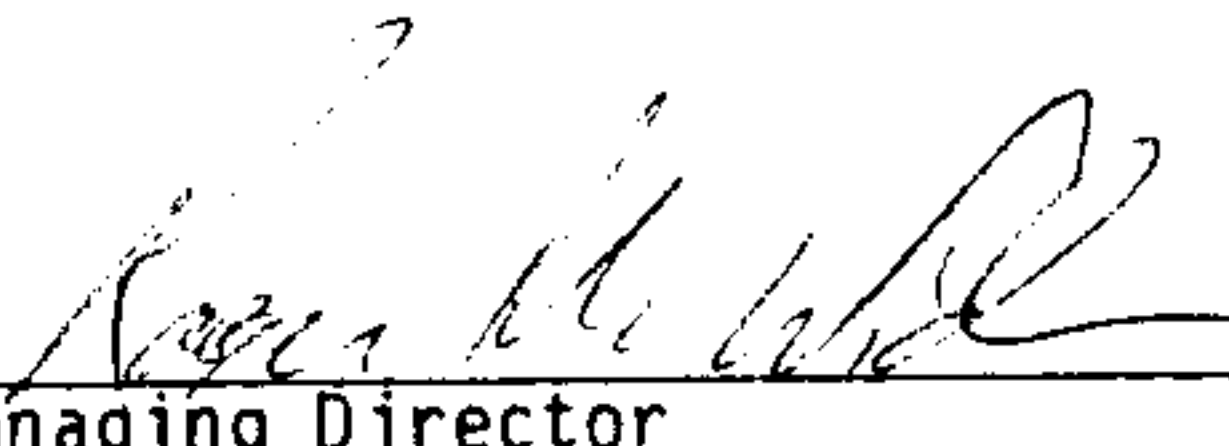
If AmGO's interest in any tract included in the Land is less than an undivided 90% interest in and to the Interests that cover and relate to that tract, then the undivided interest in and to the Interests hereby assigned to Energetics shall be reduced in the proportion that the interest of AmGO therein bears to 90%.

AmGO agrees to warrant and forever defend, at its sole cost and expense, all and singular the interest hereby assigned to Energetics against all parties claiming or to claim the same or any part thereof or any interest therein by, through or under AmGO, but not otherwise.

EXECUTED to be effective for all purposes between the parties as of 7:00 A.M., local time, on the date first above mentioned.

AMERICAN GAS & OIL INVESTORS  
By: First Reserve Corporation  
Managing General Partner

ATTEST:

   
Asst. Secretary                      Managing Director



STATE OF New York)  
COUNTY OF New York) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of AUGUST, 1983, by ROGER M. WATMAN, a Managing Director of First Reserve Corporation, a New York corporation, as Managing General Partner of AMERICAN GAS & OIL INVESTORS, a New York limited partnership.

Witness my hand and official seal.

My commission expires:

3/30/84

Sandra S. Shapiro  
Notary Public

Address: 5 MYROLE ST.  
HAWAICHI, N.J. 07641

SANDRA S. SHAPIRO  
Notary Public, State of New York  
No. 41-4731860  
Qualified in Queens County  
Commission Expires March 30, 1984



SCHEDULE 1

Attached hereto and made a part of that certain Assignment dated June 1, 1983, by and between American Gas & Oil Investors and Energetics Operating Company

Federal Lease No.	Expiration Date	Description	Overriding Royalty
USA W-63821 11108	June 30, 1988	Township 27 North, Range 111 West, 6th P.M. Section 32: Lots 3, 4, NE4, N4SE4 Sublette County, Wyoming Containing 299.86 acres, more or less	1.5% of 8/8ths

274

Martin Override



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN  
UNITED STATES OIL AND GAS LEASE W-60643  
DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Lois Ann Cummings - 2949 So. Detroit Way,  
Denver, CO 80210 and Sarah F. Fleming - P. O. Box 1029, Glenwood Springs, CO 81602

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:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
Lois Ann Cummings & Co., A Partnership	Suite 288 - 1860 Lincoln St. Denver, CO 80295	7/8 of 1%
Sarah F. Fleming & Co., A Partnership	P. O. Box 1029 Glenwood Springs, CO 81602	7/8 of 1%

being in all a total of an undivided One and Threefourths Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

T. 33 N., R. 114 W., 6th P.M.  
Sec. 19: E $\frac{1}{2}$ NE $\frac{1}{4}$ .

Containing 80.00 acres, more or less.

WITNESS our hands this 6th day of September, 1983.

Lois Ann Cummings  
Sarah F. Fleming

STATE OF COLORADO ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 6th day of September, 1983, by Lois Ann Cummings and Sarah F. Fleming.

John Wick  
Notary Public Ste. 288 - 1860 Lincoln St.  
Denver, CO 80295

My commission expires 2-4-87

STATE OF \_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

**197975**

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.

Notary Public

My commission expires \_\_\_\_\_

RECORDED Sept 22 1983 800 AM  
IN BOOK 69 019 PAGE 275  
FEES \$ 4.50 Jan J. Hake COUNTY CLERK  
SUBLETTE COUNTY, RINEDALE, WYOMING  
Flanney

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN  
UNITED STATES OIL AND GAS LEASE W-18098  
DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Lois Ann Cummings - 2949 So. Detroit Way,  
Denver, CO 80210 and Sarah F. Fleming - P. O. Box 1029, Glenwood Springs, CO 81602  
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 con-  
vey, transfer, assign and deliver without warranty, express or implied, overriding  
royalty unto the following parties in the amounts shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
Lois Ann Cummings & Co., A Partnership	Suite 288 - 1860 Lincoln St. Denver, CO 80295	7/8 of 1%
Sarah F. Fleming & Co., A Partnership	P. O. Box 1029 Glenwood Springs, CO 81602	7/8 of 1%

being in all a total of an undivided One and Threefourths Percent overriding royalty  
on all of the oil, gas and other hydrocarbon substances that may be produced, saved  
and marketed from the following described lands situated in Sublette  
County, State of Wyoming, under the above designated oil and gas lease  
and any extension or renewal thereof, to-wit:

T. 33 N., R. 114 W., 6th P.M.  
Sec. 5: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 8: W $\frac{1}{2}$ ;  
Sec. 18: NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ .

Containing 720.00 acres, more or less.

WITNESS our hands this 6th day of September, 19 83.

Lois Ann Cummings  
Lois Ann Cummings  
Sarah F. Fleming  
Sarah F. Fleming

STATE OF COLORADO ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 6th day of September, 19 83,  
by Lois Ann Cummings and Sarah F. Fleming.

John Dick Ray  
Notary Public Ste. 288 - 1860 Lincoln  
Denver, CO 80295

My commission expires 2-4-87

197976

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.

Notary Public

My commission expires \_\_\_\_\_

RECORDED	<u>Sept 23</u>	19 <u>83</u>	<u>800 A</u> M
IN BOOK	<u>69</u>	<u>919</u>	PAGE <u>276</u>
FEE \$	<u>4.50</u>	<u>John J. Yake</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-0320843

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Lois Ann Cummings - 2949 So. Detroit Way,  
Denver, CO 80210 and Sarah F. Fleming, P. O. Box 1029, Glenwood Springs, CO 81602  
 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 con-  
 vey, 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, CO 80295	1%
Sarah F. Fleming & Co., A Partnership	P. O. Box 1029 Glenwood Springs, CO 81602	1%

being in all a total of an undivided Two Percent overriding royalty  
 on all of the oil, gas and other hydrocarbon substances that may be produced, saved  
 and marketed from the following described lands situated in Sublette  
 County, State of Wyoming, under the above designated oil and gas lease  
 and any extension or renewal thereof, to-wit:

T. 29 N., R. 114 W., 6th P.M.  
Sec. 33: Lots 1,2,3,4, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ .

Containing 619.07 acres, more or less.

WITNESS our hands this 6th day of September, 19 83.

Lois Ann Cummings  
 Lois Ann Cummings  
Sarah F. Fleming  
 Sarah F. Fleming

STATE OF COLORADO ) ss.  
 COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 6th day of September, 19 83,  
 by Lois Ann Cummings and Sarah F. Fleming.

Notary Public  
 Notary Public Suite 288 - 1860 Lincoln  
Denver, CO 80295

My commission expires 2-4-87

STATE OF \_\_\_\_\_ ) ss.  
 COUNTY OF \_\_\_\_\_ )

**197977**

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.

Notary Public

My commission expires \_\_\_\_\_

RECORDED	<u>Sept 23</u>	19 <u>83</u>	<u>5:00</u> A.M.
IN BOOK	<u>69</u>	<u>019</u>	PAGE <u>277</u>
FEE \$	<u>4.50</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			



DECLARATION OF TRUST

THIS DECLARATION OF TRUST executed and delivered this 7th day of <sup>SEPT</sup>~~August~~, 1983, by AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, with an office and place of business in Fort Worth, Texas (hereinafter referred to as "Quasar"), and accepted by CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-2, a limited partnership organized and existing under the laws of the State of Texas, with an office and place of business in Fort Worth, Texas (hereinafter referred to as "Limited Partnership");

W I T N E S S E T H:

WHEREAS, Quasar and Limited Partnership have heretofore entered into that certain Joint Venture Agreement, dated August 31, 1981 (hereinafter referred to as the "Joint Venture Agreement"), wherein Quasar and Limited Partnership did establish and form U. S. Quasar Partnership No. 1981-2, a General Partnership comprised of Quasar as Managing General Partner and Limited Partnership as a Non-Managing Partner (hereinafter referred to as the "General Partnership"), for the purpose of the discovery, development and production of oil, gas and other hydrocarbons; and

WHEREAS, pursuant to the terms of the Joint Venture Agreement, title to leasehold interests in oil, gas or mineral leases and related rights may be taken or held in the name of Quasar, its parent American Quasar Petroleum Co., or a nominee of the General Partnership; provided a formal Declaration of Trust is executed reciting the undivided interest of Limited Partnership in such leasehold interests and related rights; and

WHEREAS, pursuant to the terms of the Joint Venture Agreement, Quasar, in its capacity as Managing General Partner of the General Partnership, has acquired title to certain interests in oil, gas and mineral properties as more particularly described in EXHIBIT A attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"); and Quasar and Limited Partnership desire that Quasar hold title to the Subject Property for the benefit of the General Partnership and, in order to comply with the provisions of the Joint Venture Agreement, Quasar desires to execute and deliver this Declaration of Trust;

NOW, THEREFORE, for and in consideration of the premises and the agreements and covenants expressed in the Joint Venture Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Quasar has and by these presents does hereby DECLARE, ACKNOWLEDGE and AGREE

197979

RECORDED	<u>Sept 23</u>	19 <u>83</u>	<u>8<sup>00</sup>A</u>	M
IN BOOK	<u>69 049</u>	PAGE	<u>278</u>	
FEE \$	<u>1.00</u>	COUNTY CLERK		
SUBLETTE COUNTY, WYOMING				

that it holds in trust the Subject Property for the benefit of the General Partnership; and further, that an undivided fifty-five percent (55%) of the Subject Property is held in trust for the benefit of the Limited Partnership, as Non-Managing General Partner of the General Partnership; and that, upon request pursuant to and in accordance with the Joint Venture Agreement, it shall execute and deliver to Limited Partnership a duly and properly executed assignment of the interest in the Subject Property to which Limited Partnership is entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Trust as of the day and year first hereinabove written.

ATTEST:

Assistant Secretary

AMERICAN QUASAR PETROLEUM CO.  
OF NEW MEXICO

By

Vice President

CAN-AM DRILLING PROGRAMS LIMITED  
PARTNERSHIP 1981-2

BY: AMERICAN QUASAR PETROLEUM CO.  
Managing General Partner

By

Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Sept, 1983, by Dick Romero, Vice President of AMERICAN QUASAR PETROLEUM CO., on behalf of the corporation and the within-named limited partnership.

R. One Swann  
Notary Public, State of Texas

My Commission Expires: 7-31-84

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Sept, 1983, by Newman Pool, Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a corporation, on behalf of the corporation.

Jan Chittwood  
Notary Public, State of Texas

My Commission Expires: 12/10/85

## EXHIBIT A

## SUBLETTE COUNTY, WYOMING

RILEY RIDGE BLOCK #947 - RILEY RIDGE FEDERAL # 12-43

The following described oil and gas lease, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interests of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired any any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All Section 12, T-29-N, R-115-W, Sublette County, Wyoming, containing 640.0 acres, more or less.

Oil and gas lease dated December 1, 1975, between the United States of America (W-52404) as Lessor and Edward C. Reinover as Lessee, covering the captioned land.



EXHIBIT A  
TO  
DECLARATION OF TRUST

The Subject Property, as hereinabove defined, consists of one hundred percent (100%) of the interest held by American Quasar Petroleum Co. of New Mexico in the property hereinafter described as the Riley Ridge Federal #12-43 well.

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-82451

Lease effective date  
August 1, 1965

FOR BLM OFFICE USE ONLY  
New Serial No.

PART I

1. Assignee's Name  
DAVIS OIL COMPANY

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

The undersigned, as owner of 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 110 West, 6th P.M.  
Section 10: S½

Sublette County, Wyoming

197993

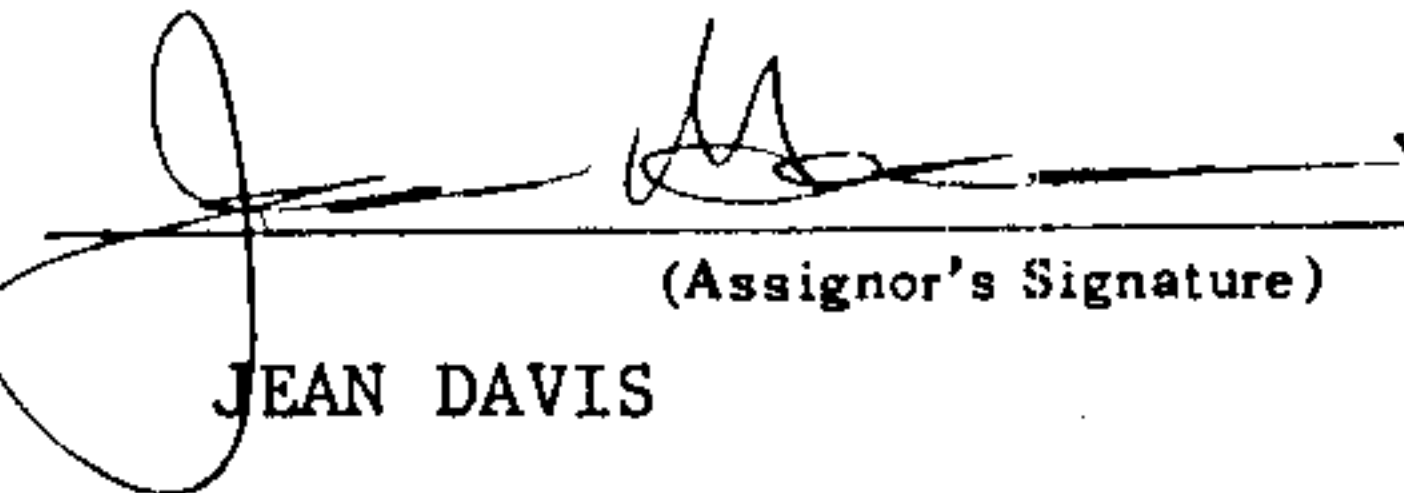
RECORDED Sept 26 1983 8:00 A.M.  
IN BOOK 69 OF PAGE 282  
FEES Sublette County Clerk  
SUBLETTE COUNTY CLERK

- |   |       |
|---|-------|
| 3. Specify interest in record title interest being conveyed to assignee   | 20.0% |
| 4. Specify interest in record title interest being retained by assignor, if any   | NONE  |
| 5. Specify overriding royalty being reserved by assignor  | NONE  |
| 6. Specify overriding royalty previously reserved or conveyed, if any   | 5.3%  |
| 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.

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

Executed this 15th day of September, 1983.

  
(Assignor's Signature)  
JEAN DAVIS

410 17th Street, Suite 1400  
(Assignor's Address)  
Denver, Colorado 80202  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

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

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

On this 15th day of September, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires January 20, 1986

Robert B. Murray  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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

## ROUTINE USES:

- (1) 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.



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-82450

Lease effective date  
December 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address (include zip code)

410 17th Street, Suite 1400  
Denver, Colorado 80202

The undersigned, as owner of 31.25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

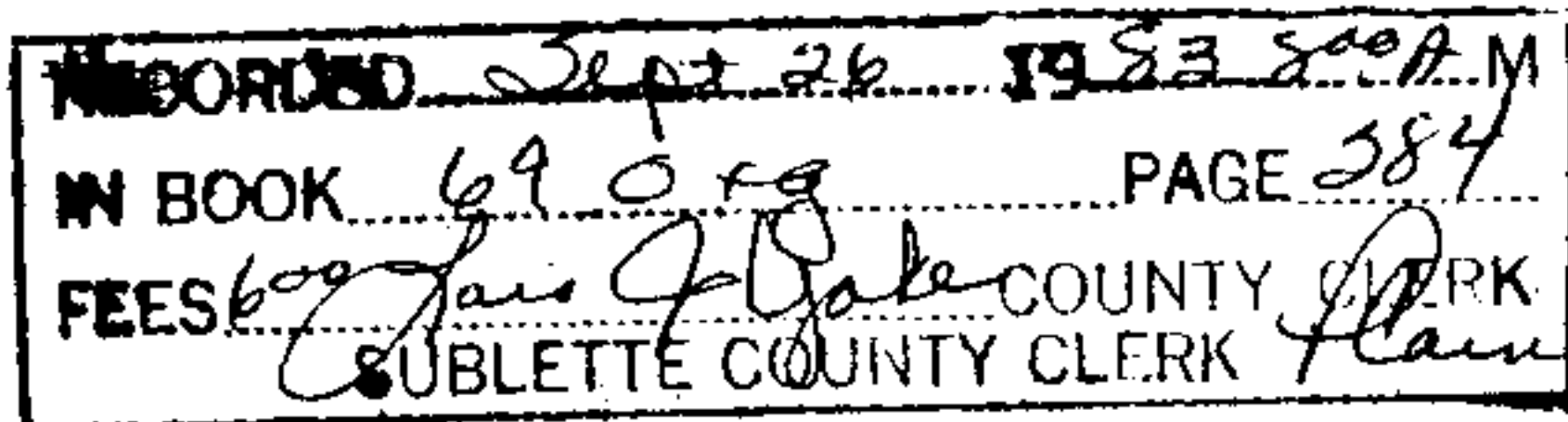
2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 27 North, Range 110 West, 6th P.M.  
Section 3: S½

Sublette County, Wyoming

197994



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

31.25%

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

9.875%

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

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

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

Executed this 15th day of September, 1983.

(Assignor's Signature)

JEAN DAVIS

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Signature)

## 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 or 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.

notary as to

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

On this 15<sup>th</sup> day of September 1983 before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:  
January 20, 1986  
STATE OF COLORADO

Robert B. Murray  
Notary Public  
410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

PUB



NEW ADDRESS:

Stewart Capital Corporation  
c/o Daniel P. Haerther  
222 South Riverside Plaza  
Suite 2400  
Chicago, Illinois 60606

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No. W 60093

KNOW ALL MEN BY THESE PRESENTS:

That Wanda Jablonski, 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 STEWART CAPITAL CORPORATION, 485 Madison Avenue,  
New York, New York 10022, hereinafter called "ASSIGNEE", its successors and assigns  
an undivided THIRTY-FIVE (35%) PERCENT interest in that certain Production Payment  
reserved by "ASSIGNOR" in Assignment of Oil and Gas Leases dated XXX  
to William S. Schicktanz, 821-17th Street, Suite 804, Denver, CO 80202  
in which "ASSIGNOR" herein reserved a Production Payment of \$ 2,000.00 per acre  
out of 5 % of all production

"ASSIGNOR" therein also reserved to himself in the Assignment referred to  
above certain Re-Assignment rights. "ASSIGNOR" also agrees to Assign an undivided  
THIRTY-FIVE (35%) PERCENT interest in any Assignment or Re-Assignment 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: See attachment for land description

And contain 2520.00 acres, more or less.

Dated this 8th day of AUGUST, 1983

c/o Mr. Ted Schnoll  
ADDRESS  
Joseph Schacter and Company  
98 Cutter Mill Road  
Great Neck, NY 11021

Wanda Jablonski  
ASSIGNOR  
Wanda Jablonski  
(Spouse, in States applicable)

STATE OF NEW YORK I  
COUNTY OF NEW YORK I  
88.:

The foregoing instrument was acknowledged before me this 8th day of AUGUST  
by WANDA JABLONSKI and Spouse.

197995

RECORDED 287 1983 500 AM  
IN BOOK 69 048 PAGE 287  
FEE 5.00  
SUBLETTE COUNTY CLERK Carney

Theodore Schnoll  
THEODORE SCHNOLL  
NOTARY PUBLIC, State of New York  
No. 30-8835925  
Qualified in Nassau County  
Commission Expires March 30, 1984

LAND DESCRIPTION FOR LEASE W-60093T. 28N., R. 105W., 6PM

Sec. 20: SE $\frac{1}{4}$   
 Sec. 28: N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
 Sec. 29: E $\frac{1}{2}$   
 Sec. 31: NE $\frac{1}{4}$   
 Sec. 32: W $\frac{1}{2}$ , SE $\frac{1}{4}$

T. 28N., R. 106W., 6PM

Sec. 10: N $\frac{1}{2}$ , SE $\frac{1}{4}$   
 Sec. 14: W $\frac{1}{2}$

W 60093


PART IIASSIGNEE'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 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 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in each leasing district in Alaska.

**B. ASSIGNEE AGREES** to be bound by the terms and provisions of the lease described here, if 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 the assignee's knowledge and belief and are made in good faith.

Executed this 6 day of September, 1983

  
 Alexander S. Bowers, President  
 Stewart Capital Corporation

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (November 1975) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (November 1975).

(Assignee's Signature)  
 485 Madison Avenue  
 New York, New York 10022

(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.

NEW ADDRESS:

Stewart Capital Corporation  
c/o Daniel P. Haerther  
222 South Riverside Plaza  
Suite 2400  
Chicago, Illinois 60606

ASSIGNMENT OF PRODUCTION PAYMENT

Serial No. W-61417

KNOW ALL MEN BY THESE PRESENTS:

That Wanda Jablonski, 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 STEWART CAPITAL CORPORATION, 485 Madison Avenue,  
New York, New York 10022, hereinafter called "ASSIGNEE", its successors and assigns  
an undivided THIRTY-FIVE (35%) PERCENT interest in that certain Production Payment  
reserved by "ASSIGNOR" in Assignment of Oil and Gas Leases dated 5-30-78  
to Belco Petroleum Corporation, 9485 West Colfax Avenue, Lakewood, CO 80215  
in which "ASSIGNOR" herein reserved a Production Payment of \$ 3,500.00 per acre  
out of 5 % of all production

"ASSIGNOR" therein also reserved to himself in the Assignment referred to  
above certain Re-Assignment rights. "ASSIGNOR" also agrees to Assign an undivided  
THIRTY-FIVE (35%) PERCENT interest in any Assignment or Re-Assignment 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,  
State of Wyoming To-wit: T. 31N., R. 112W. 6PM

Sec. 5: Lot 4  
Sec. 6: Lots 1,2,3,4,5, S½NE¼, SE½NW¼

And contain 319.40 acres, more or less.

Dated this 8<sup>TH</sup> day of AUGUST, 1973

c/o Ted Schnoll  
ADDRESS  
Joseph Schacter & Co.

98 Cutter Mill Road  
Great Neck, NY 11021

STATE OF NEW YORK

COUNTY OF NEW YORK

ss.:

Wanda Jablonski  
ASSIGNOR, Wanda Jablonski

(Spouse, in States applicable)

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of AUGUST

1973 By WANDA JABLONSKI and Spouse.

197936

RECORDED Sept 26 1973  
IN BOOK 69 PAGE 289  
FEES 6.00  
SUBLETTE COUNTY CLERK  
NOTARY PUBLIC, State of New York  
No. 30-8835925  
Qualified in Nassau County  
Commission Expires March 30, 1984



## PART II

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

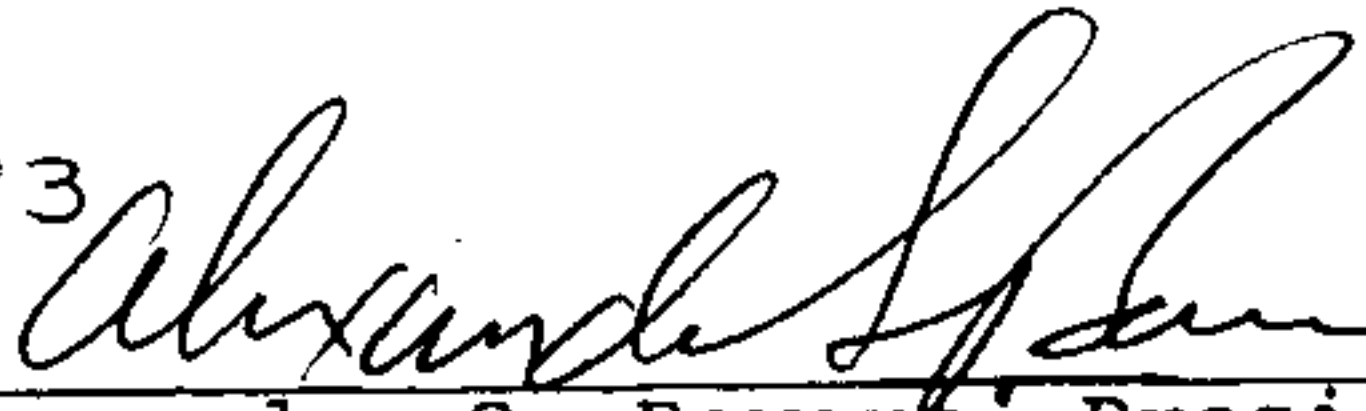
## A. ASSIGNEE CERTIFIES THAT

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

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

Executed this 6 day of September, 1983

  
Alexander S. Bowers, President  
Stewart Capital Corporation

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (November 1975) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (November 1975).

(Assignee's Signature)  
485 Madison Avenue  
New York, New York 10022

(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

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Franklin W. Baumgartner Jr.

(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

F. W. Baumgartner dba Baumgartner Oil Company at

5670 So. Syracuse Circle #418

Englewood, Colorado 80111

of \_\_\_\_\_,

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1/2 of 1% of 8/8ths

of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Federal Oil & Gas lease W-42280

Township 28 North - Range 109 West, 6th P.M.

Section 18: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$

Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

Containing 880.73 acres more or less

Sublette County, Wyoming

<b>197997</b>	
RECORDED <u>Sept 26</u> 19 <u>83</u> 8:00 A.M.	
IN BOOK <u>69049</u>	PAGE <u>291</u>
FEES <u>4.00</u> <u>James J. Kelly</u> COUNTY CLERK	
SUBLETTE COUNTY CLERK <u>Kelly</u>	

The sole purpose of this assignment is to reassign the above Overriding Royalty Interest to F. W. Baumgartner so that it shall merge with and become part of the lease hold estate and be considered as part of the Record Title of the lease covering the afore mentioned lands.

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

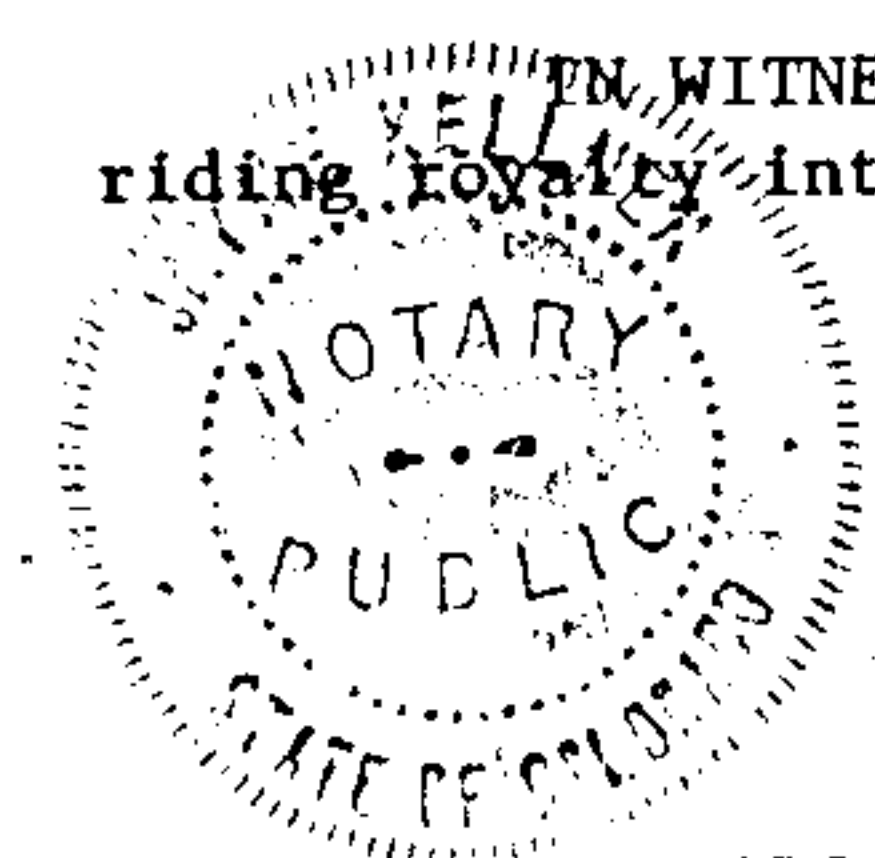
A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

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 9th day of September, 1983.



x Frank W. Baumgartner Jr.

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 9th day of September, 1983 by Frank W. Baumgartner, Jr.

Witness my hand and notarial seal.

My commission expires 8/3/86

James J. Kelly (Kelly)  
Notary Public



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Patricia Ann Baumgartner

(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

F. W. Baumgartner dba Baumgartner Oil Company at

5670 S. Syracuse Circle #418

Englewood, Colorado 80111

of \_\_\_\_\_,

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1/4 of 1% of 8/8ths

of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Federal Oil & Gas lease W-42280

Township 28 North - Range 109 West, 6th P.M.

Section 18: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$

Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

Containing 880.73 acres more or less

Sublette County, Wyoming

RECORDED Sept 26 1983 8:00 A.M.  
IN BOOK 6,9 989 PAGE 292  
FEES 4.00 Sublette County Clerk  
SUBLETTE COUNTY CLERK Clay

The sole purpose of this assignment is to reassign the above Overriding Royalty Interest to F. W. Baumgartner so that it shall merge with and become part of the lease hold estate and be considered as part of the Record Title of the lease covering the aforementioned lands.

197993

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.

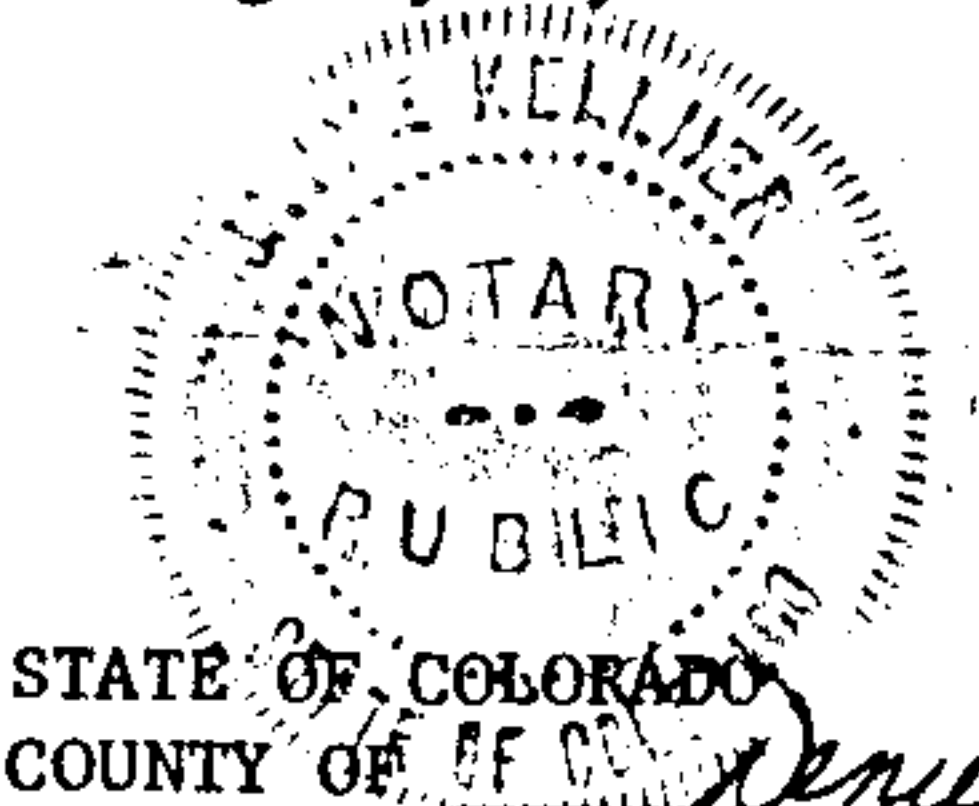
B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall 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 9th day of September, 1983.

Patricia A. Baumgartner



STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 9th day of September, 1983, by Patricia A. Baumgartner  
Witness my hand and notarial seal.

My commission expires 8/5/86

James K. Kellner (Nunn)  
Notary Public



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Leslie Ann Baumgartner

(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

F. W. Baumgartner dba Baumgartner Oil Company at

5670 So. Syracuse Circle #418

Englewood, Colorado 80111

of \_\_\_\_\_,

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of .50%, or 1/2 of 1% of 8/8th

of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Federal Oil & Gas lease W-42280  
Township 28 North - Range 109 West, 6th P.M.  
Section 18: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$   
Containing 880.73 acres more or less  
Sublette County, Wyoming

RECORDED Sept 26 1983 8:41 AM  
IN BOOK 69 019 PAGE 293  
FEES 4.00 SUBLETTE COUNTY CLERK Haynes

The sole purpose of this assignment is to reassign the above Overriding Royalty Interest to F. W. Baumgartner so that it shall merge with and become part of the lease hold estate and be considered as part of the Record Title of the lease covering the afore mentioned lands.

**197999**

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

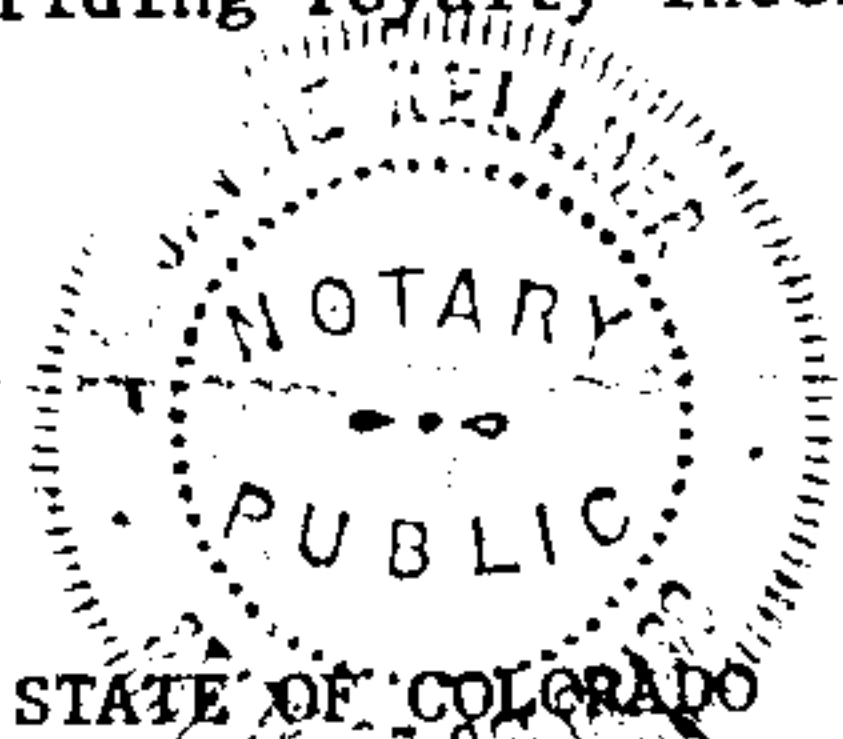
A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

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 5TH day of AUGUST, 1983.



STATE OF COLORADO )  
COUNTY OF Denver ) ss.

Leslie Baumgartner  
10 Driver Lane

The foregoing instrument was acknowledged before me this 9th day of August, 1983, by Leslie Baumgartner

Witness my hand and notarial seal.

My commission expires 8/5/86

Joyce Kellner (Nunn)  
Notary Public

## A S S I G N M E N T

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 overriding royalty interests in the oil and gas 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 overriding royalties (whether existing by virtue of conveyance, contract or otherwise) owned by Assignor in oil and gas leases including, but not by way of limitation, the interest of Assignor in the overriding royalties created and/or reflected by the instruments described in Exhibit "A" which is attached hereto and made a part hereof, which pertain to leases and lands located in the State of Wyoming .

Executed this 30th day of August, 1983.

CITIES SERVICE COMPANY

~~Dear Athens~~      ~~Attorney-in-Fact~~

STATE OF OKLAHOMA )

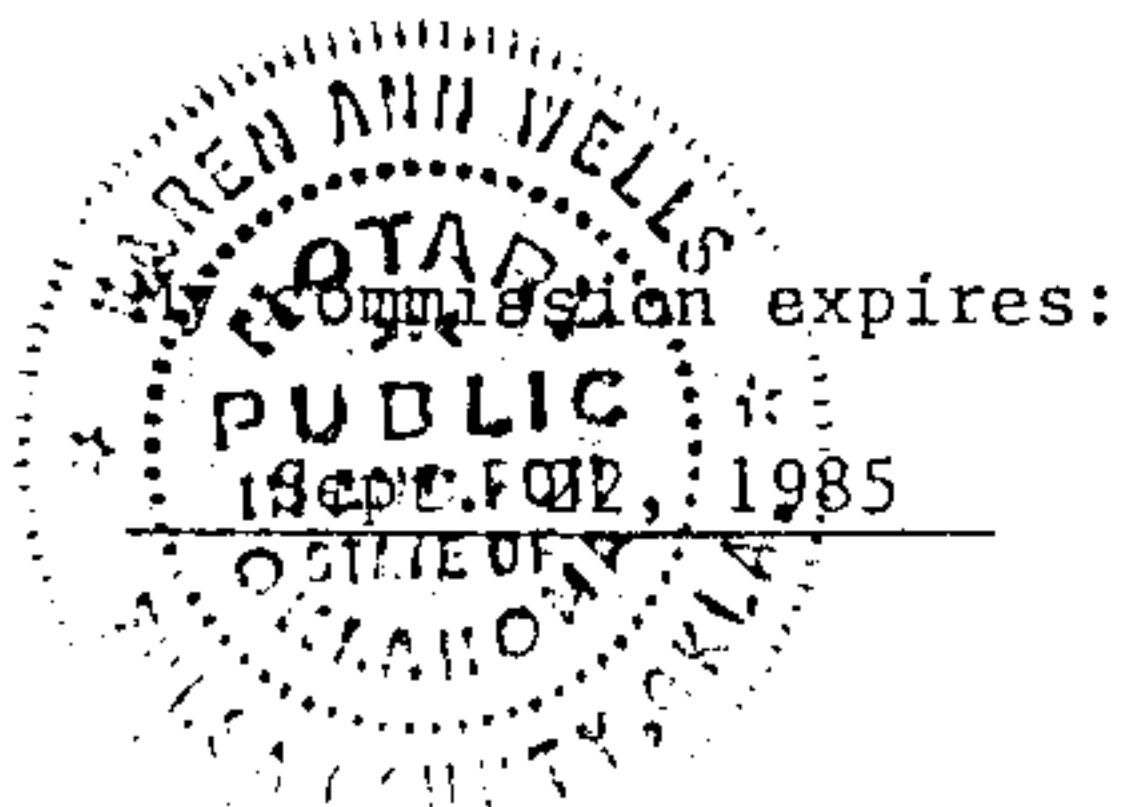
) 33

(Attorney-in-Fact)

COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 30th day of August, 1933, by Dean Athens, as Attorney-in-Fact on behalf of Cities Service Company.

Karen Ann Wells      Notary Public



**198009**

RECORDED *Sept 27 1923 8:10 A M*  
IN BOOK *69 019* PAGE *294*  
FEES *1.00* *Sublette* COUNTY CLERK  
SUBLETTE COUNTY CLERK *Blaine*

EXHIBIT A - Attached to and made a part of Assignment of Overriding  
Royalty Interests from Cities Service Company to  
Cities Service Oil and Gas Corporation

STATE OF WYOMING

SUBLETTE COUNTY

OVERRIDING ROYALTY NUMBER: 3-4909881  
DATE: April 28, 1983  
ASSIGNOR: Cities Service Company  
ASSIGNEE: Four-Ten Exploration  
DESCRIPTION: W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 20-30N-112W

Out of the following Oil and Gas Lease

DATE: August 1, 1974  
BLM SERIAL NUMBER: W-46568

\*\*\*\*\*

OVERRIDING ROYALTY NUMBER: 3-4909880  
DATE: May 11, 1983  
ASSIGNOR: Cities Service Company  
ASSIGNEE: Sun Exploration and Production Company  
DESCRIPTION: E $\frac{1}{2}$ , Sec. 10-33N-114W

Out of the following Oil and Gas Lease

DATE: July 1, 1974  
BLM SERIAL NUMBER: W-45866

\*\*\*\*\*

OVERRIDING ROYALTY NUMBER: 3-4909883  
DATE: May 11, 1983  
ASSIGNOR: Cities Service Company  
ASSIGNEE: Sun Exploration and Production Company  
DESCRIPTION: N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , Sec. 8-37N-109W; E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ , Sec. 16; All, Sec. 21;  
N $\frac{1}{2}$ , Sec. 32; All, Sec. 33-38N-109W

Out of the following Oil and Gas Lease

DATE: November 1, 1975  
BLM SERIAL NUMBER: W-52357

\*\*\*\*\*

OVERRIDING ROYALTY NUMBER: 3-4909882  
DATE: March 25, 1983  
ASSIGNOR: Cities Service Company  
ASSIGNEE: Lario Oil and Gas Company  
DESCRIPTION: NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 22; SE $\frac{1}{4}$ , Sec. 23-27N-115W

Out of the following Oil and Gas Lease

DATE: December 1, 1974  
BLM SERIAL NUMBER: W-48210

\*\*\*\*\*

OVERRIDING ROYALTY NUMBER: 3-4909935  
DATE: May 10, 1983  
ASSIGNOR: Cities Service Company  
ASSIGNEE: Robert E. Zimmerman, Jr.  
DESCRIPTION: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 22; SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 27; SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 34;  
SW $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 35-34N-115W

Out of the following Oil and Gas Lease

DATE: December 1, 1973  
BLM SERIAL NUMBER: W-60645



STATE OF WYOMING

SUBLETTE COUNTY

OVERRIDING ROYALTY NUMBER: 3-4909934  
DATE: May 10, 1983  
ASSIGNOR: Cities Service Company  
ASSIGNEE: Robert E. Zimmerman, Jr.  
DESCRIPTION: NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 25; NW $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 26-34N-115W

Out of the following Oil and Gas Lease

DATE: December 1, 1973  
BLM SERIAL NUMBER: W-34980

\*\*\*\*\*

OVERRIDING ROYALTY NUMBER: 3-4909936  
DATE: May 10, 1983  
ASSIGNOR: Cities Service Company  
ASSIGNEE: Robert E. Zimmerman, Jr.  
DESCRIPTION: SE $\frac{1}{4}$ , Sec. 10; W $\frac{1}{2}$ , Sec. 11-34N-115W

Out of the following Oil and Gas Lease

DATE: November 1, 1975  
BLM SERIAL NUMBER: W-66258

\*\*\*\*\*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
  
TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

OMB NO. 34
Expires: A 1985
Lease Serial No. W-8108
Lease effective date September 1, 1967

PART I	
1. Assignee's Name	DAVIS OIL COMPANY
Address (include zip code)	410 17th Street, Suite 1400 Denver, Colorado 80202

The undersigned, as owner of 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 or 3101.1-4)

Township 28 North, Range 110 West, 6th P.M.

Section 1: Lots 1, 2, 3, 4, S $\frac{1}{2}$

Sublette County, Wyoming

198043

RECORDED September 29 1983 8:00 AM  
IN BOOK 69 Oct PAGE 297  
FEES \$ 6.00 Lainy Yabo COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Lainy Yabo*

3. Specify <del>percentage</del> operating rights being conveyed to assignee	12.5%
4. Specify <del>percentage</del> 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	8.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 19th day of September, 1983.

*J. Davis*  
(Assignor's Signature)

JEAN DAVIS

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

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

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

THE UNITED STATES OF AMERICA

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

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

A. ASSIGNEE CERTIFIES THAT 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

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

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

On this 19<sup>th</sup> day of September, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires January 20, 1986

Robert B. Murray  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

Process the assignment.

## 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.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:  
This information is being collected pursuant to the law (43 CFR 3106-3(c)).  
This information will be used to create a record of lease assignment.  
Response to this request is required to obtain a benefit.



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

Lease Serial No.  
W-9631

Lease effective date  
December 1, 1967

PART I

1. Assignee's Name

DAVIS OIL COMPANY

Address (include zip code)

410 17th Street, Suite 1400  
Denver, Colorado 80202

The undersigned, as owner of 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 or 3101.1-4)

Township 28 North, Range 110 West, 6th P.M.

Section 25: N $\frac{1}{2}$

198044

Sublette County, Wyoming

RECORDED September 29 1983 8:00 AM  
IN BOOK 69 Oct PAGE 299  
FEES \$ 6.00 Loring York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Thorne*

3. Specify <del>in excess of</del> operating rights being conveyed to assignee	12.5%
4. Specify <del>in excess of</del> 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	8.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 19th day of September, 19 83.

(Assignor's Signature)

JEAN DAVIS

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date)

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

land/rbm

D-7354

300  
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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

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

On this 19th day of September 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

Commission Expires:

January 20, 1986

Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

process the assignment and request for approval.

ROUTINE USES:

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

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

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:  
This information is being collected pursuant to the law (43 CFR 3106-3(c)).  
This information will be used to create a record of lease assignment.  
Response to this request is required to obtain a benefit.

KNOW ALL MEN BY THESE PRESENTS: That COLONEL PETROLEUM CORPORATION  
 \_\_\_\_\_, assignor \_\_\_\_\_, of \_\_\_\_\_ Box 3100, Casper, Wyoming 82602 \_\_\_\_\_ for and in  
 consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to \_\_\_\_\_ in hand paid  
 by The Stroock Leasing Corporation \_\_\_\_\_ of P. O. Box 2875, Casper, Wyoming 82602  
 hereinafter designated assignee, receipt whereof is hereby acknowledge, do as \_\_\_\_\_ hereby SELL, ASSIGN, SET OVER,  
 TRANSFER and CONVEY unto said assignee \_\_\_\_\_ its \_\_\_\_\_ heirs, successors and assigns, all its \_\_\_\_\_  
 right, title and interest in, of and to one half of five percent of eight-eighths ( 2.5 % ) of all the  
 oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in \_\_\_\_\_  
Niobrara \_\_\_\_\_ County, Wyoming \_\_\_\_\_ To-wit:

Township 33 North, Range 110 West, 6th P.M.

Section 3: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , except that part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  which  
 lays on the east side of the Green River containing  
 approximately 20 acres.

Section 4: Lots 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 5: S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$

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

Section 32: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33: SW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$

198071

RECORDED	<u>September 29, 1983</u>	<u>2008</u> M
IN BOOK	<u>69 D-4</u>	PAGE <u>301</u>
FEE \$	<u>6.50</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

1235.63

and embracing \_\_\_\_\_ 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.

If described oil and gas lease covers less than the full and undivided fee simple estate in the oil, gas and other hydrocarbons,  
 the overriding royalty herein assigned shall be proportionately reduced.

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 \_\_\_\_\_,  
 \_\_\_\_\_ 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 COLONEL PETROLEUM CORPORATION \_\_\_\_\_ has lawful right to sell and convey  
 said royalty.

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,  
 \_\_\_\_\_ successors and assigns.

IN WITNESS WHEREOF, we \_\_\_\_\_ have hereunto set our \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this

1st day of May, 19 83.

Sign in presence of

ATTEST

Secretary

COLONEL PETROLEUM CORPORATION (SEAL)

BY: \_\_\_\_\_

President

(SEAL)

(SEAL)



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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

BEFORE ME, \_\_\_\_\_ a Notary Public, in and for said County and State, on this  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

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

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

My Commission Expires \_\_\_\_\_

Notary Public.

Residing at \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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

BEFORE ME, \_\_\_\_\_ a Notary Public, in and for said County and State, on this  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

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

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

My Commission Expires \_\_\_\_\_

Notary Public.

Residing at \_\_\_\_\_

State of Wyoming }  
County of Natrona } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 1st day of May, A. D. 1983, before me personally  
appeared Thomas F. Stroock, to me personally known, who, being by  
me duly sworn, did say that he is the President of Colonel Petroleum Corporation

and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said

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

Witness my hand and seal 1st day of May, A. D. 1983.

(SEAL) Natrona State of Wyoming Notary Public.

My Commission expires My Commission Expires Sept. 9, 1986

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.						
By _____ County Clerk.						
By _____ Deputy.						
When recorded return to _____						

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Estate of William G. Helis, A Partnership, 912 Whitney Building, New Orleans, Louisiana 70130 (hereinafter sometimes referred to as "Assignor") is the owner of an undivided 6.25% of the record title and operating rights in and to that certain federal oil and gas lease W-15747 (hereinafter referred to as "said lease") which covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 112 West  
Section 2: Lots 1, 2, 3, 5, 6, 7, S½NE¼, SE½NW¼

WHEREAS, Assignor desires to assign operating rights in and to said lease to the following parties in the following proportions:

Diamond Shamrock Corporation 410 Seventeenth St., Suite 600 Denver, CO 80202	40%
True Oil Company P. O. Box 2360 Casper, WY 82606	40%
Yates Petroleum Corporation 207 South 4th St. Artesia, NM 88218	20%

(hereinafter collectively referred to as "Assignees),

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the agreements and covenants herein contained:

(1) Assignor does hereby grant, convey and assign unto Assignees all of Assignor's operating rights under and by virtue of said lease insofar, but only insofar, as said lease covers Lot 1, Lot 2, and S½NE¼ of Section 2, Township 27 North, Range 112 West, Sublette County, Wyoming, and insofar only as said rights pertain to the right to prospect for, operate, produce and own the above stated portions of the oil, gas and other hydrocarbons contained in

198072

RECORDED <u>September 29</u>	<u>1983</u> <u>2:00 P</u> M
IN BOOK <u>69 D &amp; S</u>	PAGE <u>303</u>
FEES \$ <u>12.50</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Dorothy M. Sture*  
303

all formations from the surface down to the stratigraphic equivalent of the total depth of 9,500' as encountered in Diamond Shamrock's Split River Federal #31-2 well located in the NE $\frac{1}{4}$ , Section 2, Township 27 North, Range 112 West, subject to the obligation which is expressly assumed by Assignees to bear and pay their proportionate shares of the lessor's royalty and all overriding royalty interests heretofore created and to the conditions hereinafter stated; and

(2) Assignor does further hereby grant, convey and assign unto Assignees an undivided sixty percent (60%) of Assignor's rights under and by virtue of said lease insofar, but only insofar, as said lease covers Lot 3, Lot 5, Lot 6, Lot 7, and SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 2, Township 27 North, Range 112 West, Sublette County, Wyoming, and insofar only as said rights pertain to the right to prospect for, operate, produce and own the above stated portions of the oil, gas and other hydrocarbons contained in all formations from the surface down to the stratigraphic equivalent of the total depth of 9,500' as encountered in the Diamond Shamrock Split River Federal #31-2, NE $\frac{1}{4}$  of Section 2, Township 27 North, Range 112 West.

This assignment is made and accepted on the following terms, covenants, conditions and reservations:

Assignor reserves unto itself, its successors and assigns, proportionately reduced an overriding royalty interest equal to the difference between ten percent of eight-eighths (10% of 8/8ths) of all the oil, gas and other hydrocarbons produced, saved and marketed from said lease and the sum of all presently existing overriding royalties burdening Assignor's interest in said lease, insofar only as said lease covers the lands described in Paragraph 1 above.

This assignment is made and accepted expressly subject and pursuant to the terms and conditions of that certain Farmout Agreement dated November 28, 1982, by and between Assignor and Diamond Shamrock Corporation, as amended, including Assignor's option to convert the retained overriding royalty interest described above at payout as set out in said agreement.



This assignment is made without warranty of title, express or implied, and without recourse.

Assignees shall not release, surrender or permit to expire any interest hereby assigned in said lease, in whole or in part, or as to any particular land or lands, without the express consent of Assignor. Should Assignees at any time so desire to release, surrender or permit to expire any such interest in said lease, they shall give Assignor written notice of such intention at least ninety (90) days before such event. Should Assignor not agree or consent to such proposal, then Assignees shall assign, within ten (10) days from receipt of notice from Assignor of Assignor's desire for reassignment, without warranty of title, any such interest therein to Assignor. Any interest so reassigned shall be absolutely free and clear of any liens, overriding royalties or other encumbrances of any kind whatsoever created by Assignees.

The terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns, ~~provided, however, Assignees shall not assign or otherwise~~  
~~transfer any interest in the said lease without the prior written~~  
~~consent of Assignor which consent shall not be unreasonably~~  
~~withheld.~~ Any such assignment or other transfer to which such consent may be granted shall be made expressly subject to the terms and conditions of this assignment, including, particularly, the provisions of this paragraph requiring the consent of Assignor to any further assignment or other transfer.

*Handwritten initials and signature:*  
E.D.M.  
J.M.B.  
Jm

EXECUTED as of the 2nd day of May, 1983.

ESTATE OF WILLIAM G. HELIS,  
A PARTNERSHIP  
  
By *Edward D. McCarthy*  
Edward D. McCarthy  
for William G. Helis, Jr.,  
Managing Partner

DIAMOND SHAMROCK CORPORATION

By William B. Nance  
 William B. Nance  
 Attorney-in-Fact

TRUE OIL COMPANY

By J. D. Milliken  
 J. D. MILLIKEN  
 Attorney-in-Fact

YATES PETROLEUM CORPORATION

By William G. Helis, Jr.  
 Attorney-in-Fact (KC)

STATE OF LOUISIANA  
 PARISH OF ORLEANS

On this 10th day of May, 1983, before me personally appeared EDWARD D. MCCARTHY, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

My commission is for life.

Edward D. McCarthy  
 NOTARY PUBLIC  
 1438

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this  
32nd day of July, 1983, by William B. Nance,  
the Attorney-in-Fact of DIAMOND SHAMROCK CORPORATION, a  
Delaware corporation.

WITNESS my hand and official seal.

My commission expires:  
10/14/84

410 17th Street, Suite 600  
Denver, Colorado 80202

Lue Morrison  
NOTARY PUBLIC

STATE OF

Wyoming  
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this  
15th day of Sept, 1983, by J. D. Milliken,  
the attorney-in-fact of TRUE OIL COMPANY.

WITNESS my hand and official seal.

My commission expires:

9-10-86

Sept. 10, 1986  
Natrona County, Wyoming

Linda Julian  
NOTARY PUBLIC

STATE OF NEW MEXICO

COUNTY OF EDDY

The foregoing instrument was acknowledged before me this  
1st day of September, 1983, by John A. Yates,  
the Attorney-in-Fact of YATES PETROLEUM CORPORATION.

My commission expires:

September 20, 1986

BARLENE  
NOTARY  
PUBLIC

L. Barlene Alley  
NOTARY PUBLIC



ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING  
STATE OF WYOMING  
UNITED STATES OIL AND GAS LEASE..... 77-00111

DISTRICT LAND OFFICE..... Cheyenne, Wy.....

KNOW ALL MEN BY THESE PRESENTS, That..... MARGARET E. ANDRIKOPOULOS  
..... 214 Cascade Avenue  
..... Cheyenne, Wyoming 82009

....., 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
JOHN G. ANDRIKOPOULOS	P. O. Box 542 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%
BASIL P. ANDRIKOPOULOS	239 Beverly Hill Boulevard Billings, Montana 59101	1/3 of 1/2 of 1% of 100%
A. G. ANDRIKOPOULOS	P. O. Box 788 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%

198073

RECORDED September 29 1983 2:00 P M  
IN BOOK 69 Dr II PAGE 308  
FEES \$ 4.00 Sandy Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy McIlwaine*

Being in all a total of an undivided..... One-Half of One 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 29 North, Range 104 West, 6th P.M.  
Section 7: E $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 19: NW $\frac{1}{4}$ NE $\frac{1}{4}$

Containing..... 320.00..... acres, more or less.

WITNESS our hands this..... 5th..... day of..... May....., 19..83.....

Witnesses:

*Margaret E. Andrikopoulos*  
Margaret E. Andrikopoulos

STATE OF Wyoming }  
COUNTY OF Laramie } ss.

On the 12th day of..... May....., 19..83....., before me personally appeared  
Margaret E. Andrikopoulos  
the signor..... of the above instrument, who duly acknowledged to me that..... she..... executed the same.

My commission expires:.....  
Anna Humphrey - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My Commission Expires Sept. 9, 1983

*Anna Humphrey*  
Notary Public  
Residing in Cheyenne, Wyo.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING  
UNITED STATES OIL AND GAS LEASE..... W-45856

DISTRICT LAND OFFICE..... Cheyenne, Wyoming.....

KNOW ALL MEN BY THESE PRESENTS, That..... MARGARET E. ANDRIKOPOULOS  
..... 214 Cascade Avenue  
..... Cheyenne, Wyoming 82009

....., 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
JOHN G. ANDRIKOPOULOS	P. O. Box 542 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%
BASIL P. ANDRIKOPOULOS	239 Beverly Hill Boulevard Billings, Montana 59101	1/3 of 1/2 of 1% of 100%
A. G. ANDRIKOPOULOS	P. O. Box 788 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%

RECORDED	<u>September 29</u>	<u>1983</u>	<u>2:00P</u>	M
IN BOOK	<u>69</u>	<u>Oct</u>	PAGE	<u>309</u>
FEES	<u>\$4.00</u>	<u>Land &amp; Yake</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

Being in all a total of an undivided..... One-Half of One 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 36 North, Range 113 West, 6th P.M.  
Section 7: Lots 1, 2, 3, 4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$   
Township 36 North, Range 114 West, 6th P.M.  
Section 12: All

198074

Containing..... 1265.60 ..... acres, more or less.

WITNESS our hands this..... 5th..... day of..... May....., 19 83.....

Witnesses:

Margaret E. Andrikopoulos  
Margaret E. Andrikopoulos

STATE OF Wyoming }  
COUNTY OF Laramie } ss.

On the..... 12th..... day of..... May....., 19 83....., before me personally appeared  
Margaret E. Andrikopoulos

the signor..... of the above instrument, who duly acknowledged to me that..... she..... executed the same.

My commission expires.....  
Anna Humphrey - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My Commission Expires Sept. 9, 1983

Anna Humphrey  
Notary Public  
Residing in..... Cheyenne, Wyo.

**ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING  
UNITED STATES OIL AND GAS LEASE.....W-48506  
DISTRICT LAND OFFICE.....Cheyenne, Wyoming**

KNOW ALL MEN BY THESE PRESENTS, That MARGARET E. ANDRIKOPOULOS  
214 Cascade Avenue  
Cheyenne, Wyoming 82009

....., 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
JOHN G. ANDRIKOPOULOS	P. O. Box 542 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%
BASIL P. ANDRIKOPOULOS	239 Beverly Hill Boulevard Billings, Montana 59101	1/3 of 1/2 of 1% of 100%
A. G. ANDRIKOPOULOS	P. O. Box 788 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%

Being in all a total of an undivided One-Half of One 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 30 North, Range 106 West, 6th P.M.  
Section 26: All

198075

RECORDED September 29 1983 2:00P M  
IN BOOK 69045 PAGE 310  
FEES \$ 4.00 Land & Yoke COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Shive*

Containing 640.00 acres, more or less.

WITNESS our hands this 5th day of May, 19 83

Witnesses:

*Margaret E. Andrikopoulos*  
Margaret E. Andrikopoulos

STATE OF Wyoming }  
COUNTY OF Laramie } ss.

On the 12th day of May, 19 83, before me personally appeared  
Margaret E. Andrikopoulos  
the signor..... of the above instrument, who duly acknowledged to me that ..... she..... executed the same.

My commission expires: Anna Humphrey - Notary Public  
COUNTY OF Sublette STATE OF WYOMING  
My Commission Expires Sept. 9, 1983

*Anna Humphrey*  
Notary Public  
Residing in Cheyenne, Wyo.



ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING  
UNITED STATES OIL AND GAS LEASE.....W-57796.....

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That MARGARET E. ANDRIKOPOULOS  
214 Cascade Avenue  
Cheyenne, Wyoming 82009

....., 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
JOHN G. ANDRIKOPOULOS	P. O. Box 542 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%
BASIL P. ANDRIKOPOULOS	239 Beverly Hill Boulevard Billings, Montana 59101	1/3 of 1/2 of 1% of 100%
A. G. ANDRIKOPOULOS	P. O. Box 788 Cheyenne, Wyoming 82003	1/3 of 1/2 of 1% of 100%

Being in all a total of an undivided One-Half of One 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 29 North, Range 105 West, 6th P.M.  
Section 17: All

198076

RECORDED September 29 1983 2:00 P.M.  
IN BOOK 69 Dr. 1 PAGE 311  
FEES \$ 4.00 Sandra Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy McQuinn*

Containing.....640.00..... acres, more or less.

WITNESS our hands this.....5th..... day of.....May....., 1983.....

Witnesses:

*Margaret E. Andrikopoulos*  
Margaret E. Andrikopoulos

STATE OF Wyoming }  
COUNTY OF Laramie } ss.

On the 12th day of May, 1983, before me personally appeared  
Margaret E. Andrikopoulos

the signor..... of the above instrument, who duly acknowledged to me that .....she..... executed the same.

My commission expires.....  
My Commission Expires Sept. 9, 1983

*Anna Humphrey*  
Notary Public  
Residing in Cheyenne, Wyo.

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-53369

Lease effective date  
February 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

DAVIS OIL COMPANY

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

The undersigned, as owner of 47.9167% 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 108 West, 6th P.M.

Section 17: SE/4

Section 23: SW/4

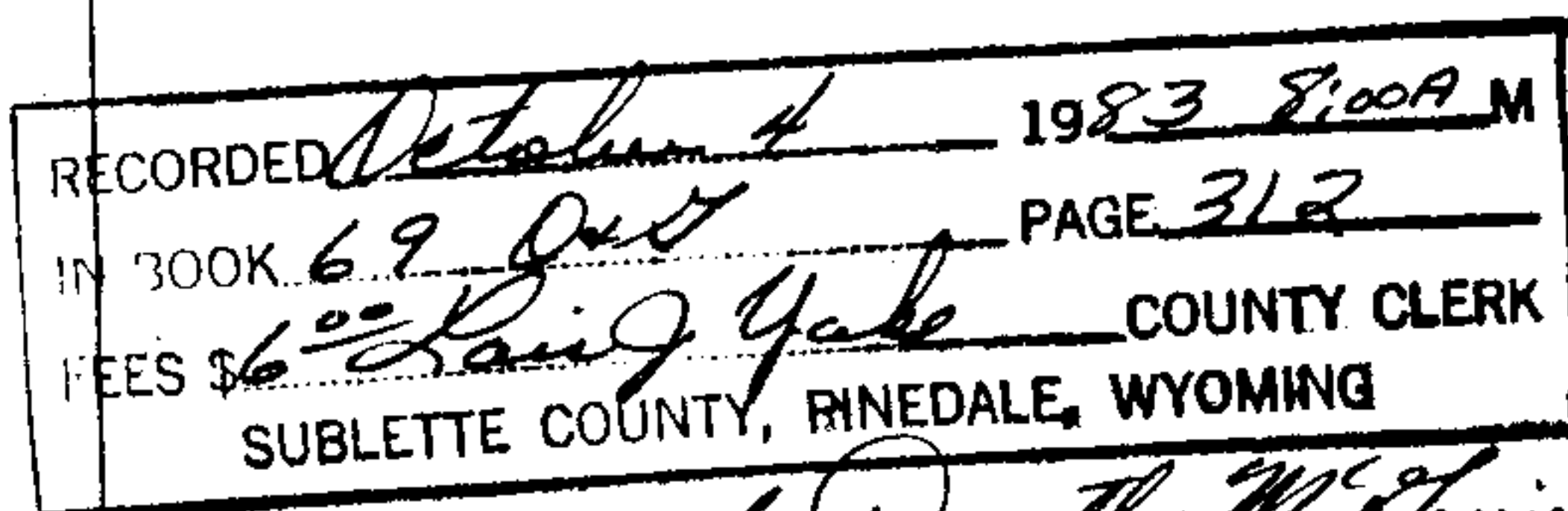
Section 28: SE/4

Section 35: SE/4

Containing 640 acres, more or less

Sublette County, Wyoming

198115



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

8.01458

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 28 day of September, 1983.

(Assignor's Signature)

Jean Davis

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#1 Old Road Unit/land/sgb

(Title)

(Date) D-6742



## 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, 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 September, 1983.  
DAVIS OIL COMPANY, a Partnership

(Assignee's Signature)

Marvin Davis, Managing Partner

410 17th Street, Suite 1400

(Assignee's Address)

Denver, CO 80202

(City)

(State)

(Zip Code)

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

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

On this 28<sup>th</sup> day of September, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

Sue M. Hentschel  
Notary Public

My Commission Expires June 23, 1984

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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.



Form 3120-13  
(August 1964)  
(formerly 4-1175)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
76969

HD-W-2173

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE\*

Serial Number

Wyoming 08589

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

October 1, 1951

New Serial Number

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

(name) Mountain Fuel Supply Company  
P. O. Box 989  
(address) Salt Lake City, Utah

COMMITTED TO ~~Sublette~~ UNIT  
NO. 14-08-0001-1631  
APPROVED 7-26-54

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

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

Section 5: Lots 1, 2, 3, 4, S/2

Section 8: All

Section 6: Lots 1,2,3,4,5,6,7,8,9,10,SE/4

Section 17: All

Section 7: E/2

Containing 2,534.41 acres, more or less, Sublette County, Wyoming

This assignment is made without warranty of title and is subject to rights or interests previously reserved or granted. It is expressly subject to Farmout Agreement dated August 2, 1963, by and between Continental Oil Company, El Paso Natural Gas Company, Hondo Oil & Gas Company and Mountain Fuel Supply Company

2. What interest was held by the assignor in above-described lands prior to this assignment?

Hondo Oil & Gas Company 33-1/3%; El Paso Natural Gas Company 66-2/3%

3. What percentage of the assignor's interest is being conveyed to assignee?

percent

Hondo Oil & Gas Company 40%; El Paso Natural Gas Company 55%

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

None

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 4.0%

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

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

Executed this 3rd day of August, 19 65

Hondo Oil & Gas Company

By Boone Macaulay  
Boone Macaulay, Vice President

ATTEST: Kurt Potchenick  
Assistant Secretary

P.O. Box 2819, Dallas, Texas

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN Wyo-09462  
AND SUCH AUTHORITY IS STILL IN EFFECT

El Paso Natural Gas Company

By [Signature]  
(Assignor's Address) Attorney-in-fact

P.O. Box 1492, El Paso, Texas 79999

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 1

198116

RECORDED October 4 1983 8:00A M  
IN BOOK 69 D & S PAGE 314  
FEES \$6.25 Leif Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective SEP 1 - 1965

Date approved SEP 15 1965

By [Signature]  
(Authorized Officer)

ASSISTANT MANAGER, OIL & GAS  
(Title)

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

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

FOR CLAIMANT

315  
REQUEST FOR APPROVAL OF ASSIGNMENT  
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)  
A Utah Corporation - Public Utility  
Qualified under Wyoming-0153814

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

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

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

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

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

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

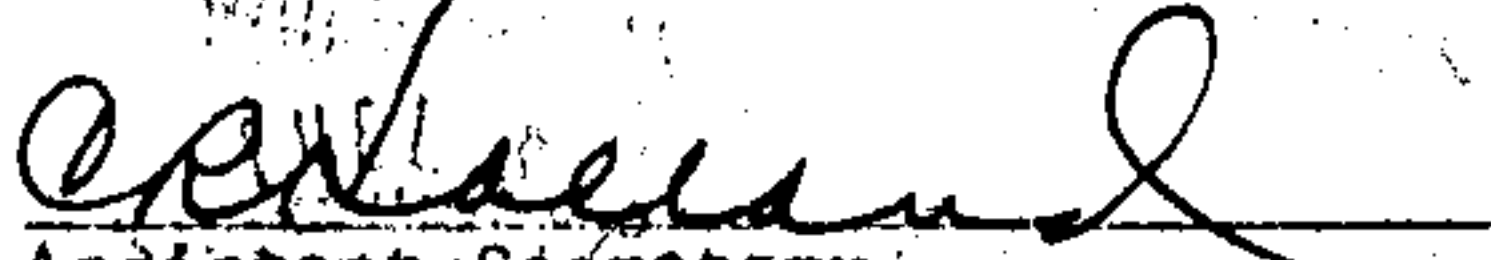
IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

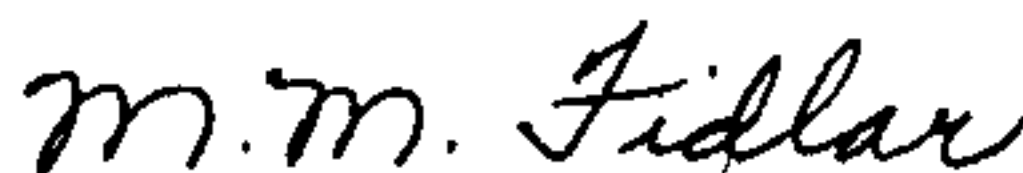
Executed this 20th day of August

, 19 65.

ATTEST:

MOUNTAIN FUEL SUPPLY COMPANY

  
Assistant Secretary



President (Assignee's Signature)

P. O. Box 11368

Salt Lake City, Utah 84111

(Address)


THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Boone Macaulay, Vice President of Hondo Oil & Gas Company, 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 Hondo Oil & Gas Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, A. D., 1965.

My commission expires:

June 1, 1967

  
M. PRATT  
Notary Public in and for  
Dallas County, Texas

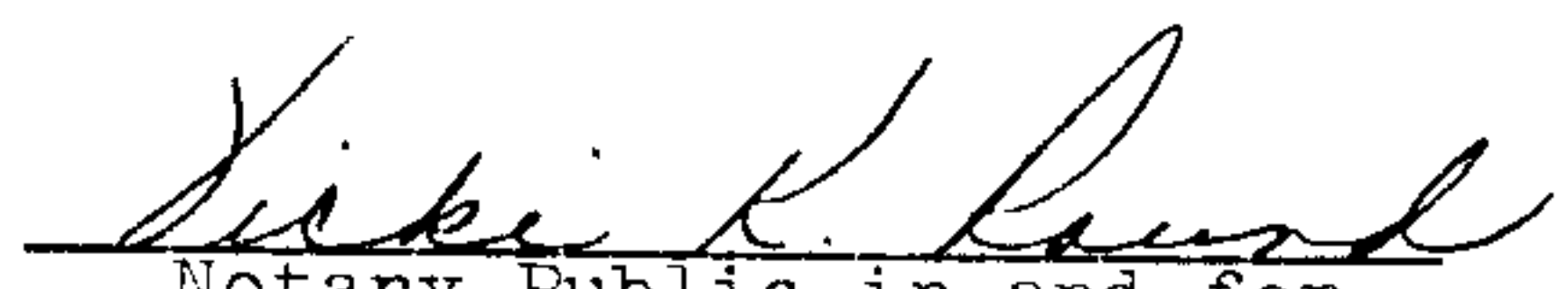
THE STATE OF TEXAS  
COUNTY OF El Paso

BEFORE ME, the undersigned authority, on this day personally appeared Sam Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for El Paso Natural Gas Company, the party thereto, and acknowledged to me that he executed the same as Attorney-in-Fact for the said El Paso Natural Gas Company, and that the said El Paso Natural Gas Company executed the instrument by and through him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, D., 1965.

My commission expires:

1967

  
Notary Public in and for  
El Paso County, Texas



Form 3120-13  
(August 1964)  
(formerly 4-1175)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

HD-W-2093

76588

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE\*

Serial Number

Wyoming 015317

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

June 1, 1952

New Serial Number

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

(name) Mountain Fuel Supply Company  
P. O. Box 989

(address) Salt Lake City, Utah

COMMITTED TO Public UNIT

NO. 14-08-0001-1631

APPROVED 7-26-54

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)  
Township 32 North, Range 109 West, 6th P.M. Township 33 North, Range 109 West, 6th P.M.  
Section 4: Lots 3,4,SW/4 Section 9: All Section 34: W/2 E/2, E/2 W/2  
Section 15: W/2 Section 21: NE/4  
Section 22: N/2  
Containing 2,003.13 acres, more or less, Sublette County, Wyoming

This assignment is made without warranty of title and is subject torights or interests previously reserved or granted. It is expressly subject to Farmout Agreement dated August 2, 1963, by and between Continental Oil Company, El Paso Natural Gas Company, Hondo Oil & Gas Company and Mountain Fuel Supply Company

2. What interest was held by the assignor in above-described lands prior to this assignment?  
Hondo Oil & Gas Company 33-1/3%; El Paso Natural Gas Company 66-2/3%
3. What percentage of the assignor's interest is being conveyed to assignee? percent  
Hondo Oil & Gas Company 40%; El Paso Natural Gas Company 55%
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)  
None

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 3.0%

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

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

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN WYO-09462 AND SUCH AUTHORITY IS STILL IN EFFECT

Executed this 3rd day of August, 19 65

Hondo Oil & Gas Company

By Boone Macaulay ad  
Boone Macaulay, Vice President

ATTEST: Richard Letchernick  
Assistant Secretary

P.O. Box 2819, Dallas, Texas

El Paso Natural Gas Company

By Tom Smith  
(Assignor's Address) Attorney-in-fact

P. O. Box 1492, El Paso, Texas 79999

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: **SAME LAND DESCRIPTION AS ITEM 1**

198117

RECORDED <u>October 4</u> 19 <u>63</u> <u>8:00 A.M.</u>
IN BOOK <u>69 Oct</u> PAGE <u>316</u>
FEES \$ <u>6.25</u> <u>Lat &amp; Yak</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective SEP 1 - 1965

Date approved SEP 15 1965

By Dorothy M. Thine  
David B. Morgan  
(Authorized Officer)

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

ASSISTANT MANAGER, OIL & GAS  
(Title)

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

FOR CLAIMANT



317  
REQUEST FOR APPROVAL OF ASSIGNMENT  
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes" specify kind)  
A Utah Corporation - Public Utility  
Qualified under Wyoming-0153814

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

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

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

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

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

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

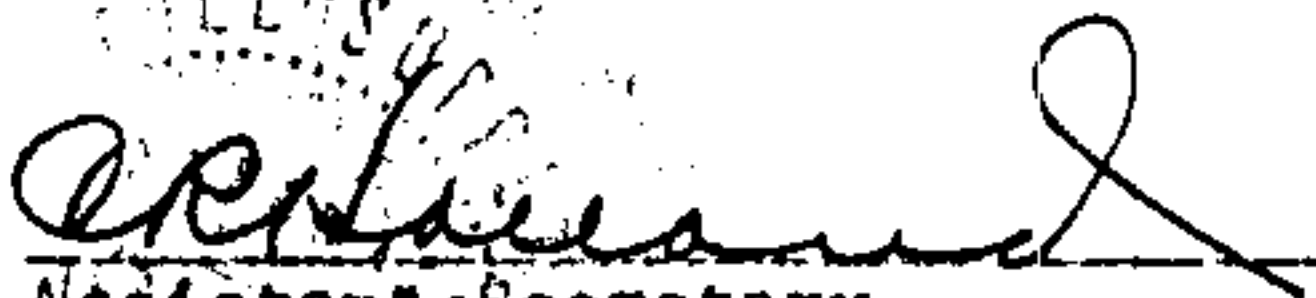
IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

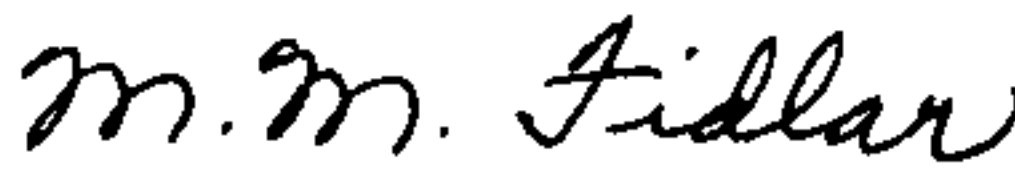
Executed this 20th day of August

, 1965.

ATTEST:

MOUNTAIN FUEL SUPPLY COMPANY

  
Assistant Secretary

  
President (Assignee's Signature)

P. O. Box 11368  
Salt Lake City, Utah 84111

(Address)


THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Boone Macaulay, Vice President of Hondo Oil & Gas Company, 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 Hondo Oil & Gas Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, A. D., 1965.

My commission expires:

June 1, 1967

 M. PRATT  
Notary Public in and for  
Dallas County, Texas

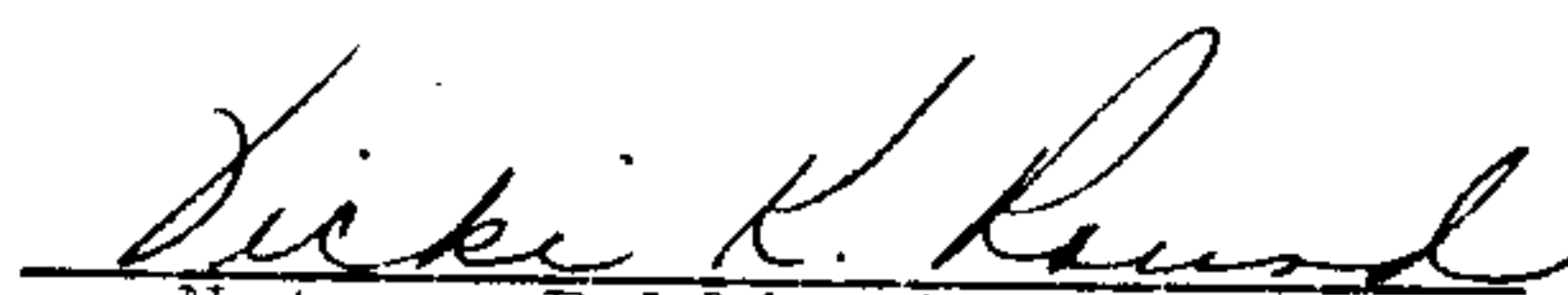
THE STATE OF TEXAS  
COUNTY OF El Paso

BEFORE ME, the undersigned authority, on this day personally appeared Sam Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for El Paso Natural Gas Company, the party thereto, and acknowledged to me that he executed the same as Attorney-in-Fact for the said El Paso Natural Gas Company, and that the said El Paso Natural Gas Company executed the instrument by and through him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, A. D., 1965.

My commission expires:

1967

  
Notary Public in and for  
El Paso County, Texas

Form 3120-13  
(August 1964)  
(formerly 4-1175)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

HD-W-2068

73029

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE\*

Serial Number

Wyoming 015315

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

June 1, 1952

New Serial Number

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

(name) Mountain Fuel Supply Company  
P. O. Box 989  
Salt Lake City, Utah

(address)

COMMITTED TO ~~build~~ UNIT  
NO. 14-08-0001-1631  
APPROVED 7-26-54

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

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

Section 7: Lots 1,2,5,6,7,8,11,12

Section 18: E/2 Section 19: E/2

Section 20: All Section 21: W/2

Containing 2,240.00 acres, more or less, Sublette County, Wyoming

Township 33 North, Range 109 West, 6th P.M.

Section 32: W/2

This assignment is made without warranty of title and is subject to rights or interests previously reserved or granted. It is expressly subject to Farmout Agreement dated August 2, 1963, by and between Continental Oil Company, El Paso Natural Gas Company, Hondo Oil & Gas Company and Mountain Fuel Supply Company

2. What interest was held by the assignor in above-described lands prior to this assignment?

Hondo Oil & Gas Company 33-1/3%; El Paso Natural Gas Company 66-2/3%

3. What percentage of the assignor's interest is being conveyed to assignee?

Hondo Oil & Gas Company 40%; El Paso Natural Gas Company 55%

percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage)

None

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 5.0%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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.

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

Executed this 3rd day of August, 1965

Hondo Oil & Gas Company

By Boone Macaulay  
Boone Macaulay, Vice President

ATTEST: Peter Potchernick  
Assistant Secretary

P. O. Box 2819, Dallas, Texas

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

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN 14-08-0001-1631 AND SUCH AUTHORITY IS STILL IN EFFECT

El Paso Natural Gas Company

By [Signature]  
(Assignor's Address Attorney-in-fact)

P. O. Box 1492, El Paso, Texas 79999

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 1

198113

RECORDED <u>October 4</u>	1983 8:00A M
IN BOOK <u>69</u>	PAGE <u>318</u>
FEEES \$ <u>6.25</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

Assignment approved effective SEP 1 - 1965

Date approved SEP 15 1965

By [Signature]  
(Authorized Officer)

ASSISTANT MANAGER, OIL & GAS  
(Title)

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

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

FOR CLAIMANT



REQUEST FOR APPROVAL OF ASSIGNMENT  
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)  
A Utah Corporation - Public Utility  
Qualified under Wyoming-0153814

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

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

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

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

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

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 20th day of August, 19 65.

ATTEST

MOUNTAIN FUEL SUPPLY COMPANY

  
Assistant Secretary

  
President (Assignee's Signature)

P. O. Box 11368  
Salt Lake City, Utah 84111  
(Address)

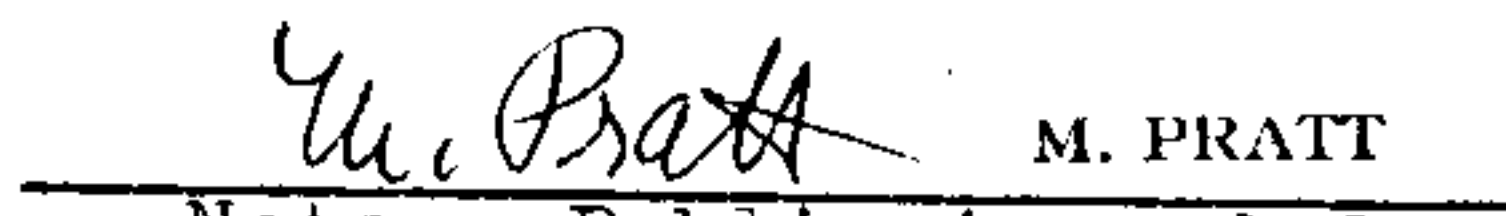
THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Boone Macaulay, Vice President of Hondo Oil & Gas Company, 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 Hondo Oil & Gas Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, A. D., 1965.

My commission expires:

June 1, 1967

  
M. PRATT  
Notary Public in and for  
Dallas County, Texas

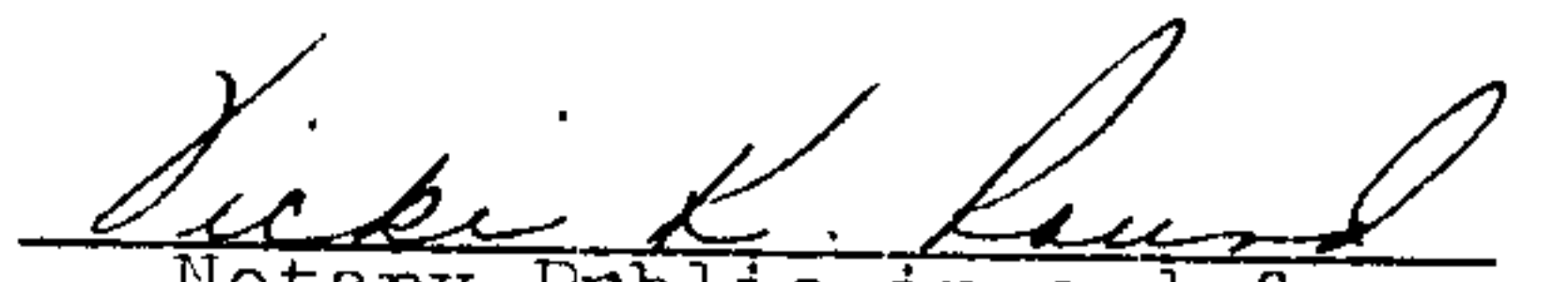
THE STATE OF TEXAS  
COUNTY OF El Paso

BEFORE ME, the undersigned authority, on this day personally appeared Sam Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for El Paso Natural Gas Company, the party thereto, and acknowledged to me that he executed the same as Attorney-in-Fact for the said El Paso Natural Gas Company, and that the said El Paso Natural Gas Company executed the instrument by and through him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, A. D., 1965.

My commission expires:

1967

  
Vicki K. Lund  
Notary Public in and for  
El Paso County, Texas



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

PART I 198119

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

Lease Serial No.

WY-015315

Lease effective date

June 1, 1952

RECORDED *Oct 7 1983 8:00 PM*  
IN BOOK *68* PAGE *320*  
FEES *12.00* COUNTY CLERK  
SUBLETTE COUNTY CLERK

1. Assignee's Name

Mountain Fuel Supply Company

Address (include zip code)

Post Office Box 11368, Salt Lake City, Utah 84139

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 32 North, Range 109 West

Section 7: Lots 1, 6

Containing 80.00 acres, more or less.

Sublette County, Wyoming

Limited as to depth from the surface of the earth to the lesser of the base of the Fort Union formation or the stratigraphic equivalent of the depth of 12,050 feet below the surface of the earth as found in The Mesa Unit No. 1 well drilled in the Northeast one-quarter (NE/4) of Section 7, Township 32 North, Range 109 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee

50.00%

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

-0-

5. Specify overriding royalty interest being reserved by assignor

1%

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

8.125%

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less. This Assignment of Operating Rights is further made subject to the provisions set forth in Exhibit "A" 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 7th day of June, 1982.

EL PASO NATURAL GAS COMPANY

By:

D. N. Canfield  
Attorney-in-Fact

(Assignor's Signature)

P. O. Box 1492

(Assignor's Address)

El Paso

Texas

79978

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1982

By:

(Authorized Officer)

Chief, Oil &  
Gas Section

DEC 29 1982

(Title)

(Date)

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

FOR ASSIGNEE

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

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-0153814.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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). A filing fee of \$25.00 is attached.

ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) the authorized 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 10th day of June, 19 82.  
MOUNTAIN FUEL SUPPLY COMPANY

[Signature]  
(Assignee's Signature)

P. O. Box 11368

(Assignee's Address)

J. L. Healey, Attorney-in-Fact

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

Salt Lake City, Utah 84147

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 instruction was acknowledged before me this 29th day of June, 1982, by D. N. Canfield, as Attorney-in-Fact, on behalf of EL PASO NATURAL GAS COMPANY. Witness my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
ANNE F. GRIEP  
Notary Public in and for STATE of TEXAS  
My Commission Expires 09-30-84

- (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"

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated June 7, 1982 from El Paso Natural Gas Company, as Assignor, to Mountain Fuel Supply Company, as Assignee.

In addition to the terms, conditions and provisions set forth in the hereinabove described Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (hereinafter referred to as "the Assignment,") Assignor and Assignee in the Assignment have agreed and do hereby agree as follows:

Assignor hereby excepts from the Assignment and reserves and retains unto itself, its successors and assigns, an overriding royalty interest of one percent (1%) of all oil and gas produced, saved and sold from and/or allocated to the lands described in the Assignment. This overriding royalty shall be in addition to all royalties, overriding royalties and other leasehold burdens existing as of the date hereof and shall be free and clear of all drilling and operating expenses, but shall bear its proportionate part of all mineral ad valorem taxes or taxes levied upon or against or measured by production of oil and/or gas.

In the event Assignor owns less than the entire oil and gas leasehold estate in and to the lands covered by the lease in which an interest is assigned by the Assignment, the overriding royalty herein reserved shall be reduced proportionately.

The Assignment is made in accordance with and subject to all terms, provisions and conditions of that certain Farmout Agreement dated September 4, 1980, by and between El Paso Natural Gas Company and Mountain Fuel Supply Company, including, but not limited to, Assignor's right to convert its retained overriding royalty interest to an interest in oil and gas operating rights in and to the lease and lands described in the



Assignment upon payout of the Mesa Unit No. 1 Well, said Farmout Agreement being incorporated herein by this reference, the same as though herein fully set out and further subject to all terms, provisions and conditions of any and all other agreements, contracts and conveyances, as modified or amended, affecting or pertaining to the lease and land described in the Assignment. The Assignment is not intended to accomplish, nor shall it be deemed to accomplish, a merger of the terms and provisions directly set out herein with the terms and provisions of said Farmout Agreement.

Assignee assumes and agrees to perform and fulfill all of the terms, conditions and covenants contained in the lease described in the Assignment insofar and only insofar as said lease covers and includes operating rights in the lands and depths covered by the Assignment, and Assignee further agrees to operate under such lease in such a manner as to avoid forfeiture thereof only as to the operating rights on the lands and depths covered by the Assignment.

Assignee shall indemnify Assignor against and shall hold Assignor harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from the use by Assignee of the lands subject to the Assignment. In like manner, Assignor shall indemnify Assignee against and shall hold Assignee harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from injury to property caused by or in any manner arising out of or incident to the use by Assignor of the lands described in the Assignment.

In the event Assignee shall at any time desire to surrender, release, abandon or otherwise terminate any or all of its interest in the lease and lands described in the Assignment, it shall first give written notice of such desire to Assignor at

least sixty (60) days prior to such surrender, release, abandonment or termination and in no event less than sixty (60) days prior to the date by which any obligations or actions must be performed or taken in order to maintain and continue such lease or portions thereof in effect, and Assignor shall have thirty (30) days from receipt of such notice in which to elect to receive an assignment of the interest proposed for surrender, release, abandonment or termination. Promptly upon such request, Assignee shall execute and deliver such assignment to Assignor, and Assignee shall thereupon be relieved of all obligations, debts and liabilities thereafter arising or accruing attributable to the interest so assigned; provided, however, that Assignee shall not be relieved of its obligations or its portion of debts and liabilities arising or accruing prior to such assignment or of its obligation to plug and abandon any dry holes it has drilled on the lease and lands pursuant to governmental regulations.

Assignor shall pay all rentals, minimum royalties or other charges necessary to be paid in order to maintain the lease described in the Assignment in full force and effect, and Assignee shall reimburse Assignor, upon receipt of billing therefor, for all such charges applicable to the lands in which an interest is hereby assigned by the Assignment. Assignor shall exercise reasonable diligence in the payment of such rentals, minimum royalties or other charges, but Assignor shall not be liable to Assignee for failure to pay any rental, minimum royalty or other charge unless such failure shall be willful.

Assignee agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319) which are hereby incorporated by reference.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives and assigns.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

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

PART I 198120

Lease Serial No.

W-08589

Lease effective date

October 1, 1951

1. Assignee's Name

Mountain Fuel Supply Company

Address (include zip code)

P. O. Box 11368, Salt Lake City, Utah 84139

RECORDED

IN BOOK

FEES

October 4 1982 8:00 AM

PAGE 325

COUNTY CLERK

SUBLETTE COUNTY CLERK

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 32 North, Range 109 West

Section 5: Lots 2,3,4, SE/4, N/2 SW/4, SE/4 SW/4

Section 6: Lots 1,2,3,4,5,6,7,9,10, N/2 SE/4

Section 7: S/2 SE/4

Section 8: E/2 NW/4, SW/4 SW/4, E/2 SW/4, E/2

Section 17: All

(Containing 1,976.55 acres, more or less)

Sublette County, Wyoming

Limited as to depth from the surface of the earth to the lesser of the base of the Fort Union formation or the stratigraphic equivalent of the depth of 12,050 feet below the surface of the earth as found in The Mesa Unit No. 1 well drilled in the Northeast one-quarter (NE/4) of Section 7, Township 32 North, Range 109 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee

25% (50% of 50%)

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

25% (50% of 50%)

5. Specify overriding royalty interest being reserved by assignor

NONE

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

7.125%

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less. This Assignment of Operating Rights is further made subject to the provisions set forth in Exhibit "A" 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 15th day of August, 1982.

EL PASO NATURAL GAS COMPANY

P. O. Box 1492

El Paso, TX 79978

BY:

(Assignor's Signature)

Attorney-in-Fact

EL PASO EXPLORATION COMPANY

P. O. Box 1492

El Paso, TX 79978

(Assignor's Address)

ATTEST:

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

OCT 1 1982

By

(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

FOR ASS

DEC 29 1982

(Date)



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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-0153814.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 27th day of September, 19 82.  
MOUNTAIN FUEL SUPPLY COMPANY

  
(Assignee's Signature)

P. O. Box 11368

(Assignee's Address)

J. L. Healey, Attorney-in-Fact

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

Salt Lake City, Utah 84139

(City)

(State)

(Zip Code)

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

## EXHIBIT "A"

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated August 15, 1982 from El Paso Natural Gas Company, as Assignor, to Mountain Fuel Supply Company, as Assignee.

In addition to the terms, conditions and provisions set forth in the hereinabove described Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (hereinafter referred to as "the Assignment"), Assignor and Assignee in the Assignment have agreed and do hereby agree as follows:

The Assignment is made in accordance with and subject to all terms, provisions, and conditions of that certain Farmout Agreement dated September 4, 1980, by and between El Paso Natural Gas Company and Mountain Fuel Supply Company, said Farmout Agreement being incorporated herein by this reference, the same as though herein fully set out and further subject to all terms, provisions and conditions of any and all other agreements, contracts and conveyances, as modified or amended, affecting or pertaining to the lease and land described in the Assignment. The Assignment is not intended to accomplish, nor shall it be deemed to accomplish, a merger of the terms and provisions directly set out herein with the terms and provisions of said Farmout Agreement.

Assignee assumes and agrees to perform and fulfill all of the terms, conditions and covenants contained in the lease described in the Assignment insofar and only insofar as said lease covers and includes operating rights in the lands and depths covered by the Assignment, and Assignee further agrees to operate under such lease in such a manner as to avoid forfeiture thereof only as to the operating rights on the lands and depths covered by the Assignment.

Assignee shall indemnify Assignor against and shall hold Assignor harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from the use by Assignee of the lands subject to the Assignment. In like manner, Assignor shall indemnify Assignee against and shall hold Assignee harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from injury to property caused by or in any manner arising out of or incident to the use by Assignor of the lands described in the Assignment.



In the event Assignee shall at any time desire to surrender, release, abandon or otherwise terminate any or all of its interest in the lease and lands described in the Assignment, it shall first give written notice of such desire to Assignor at least sixty (60) days prior to such surrender, release, abandonment or termination and in no event less than sixty (60) days prior to the date by which any obligations or actions must be performed or taken in order to maintain and continue such lease or portions thereof in effect, and Assignor shall have thirty (30) days from receipt of such notice in which to elect to receive an assignment of the interest proposed for surrender, release, abandonment or termination. Promptly upon such request, Assignee shall execute and deliver such assignment to Assignor, and Assignee shall thereupon be relieved of all obligations, debts and liabilities thereafter arising or accruing attributable to the interest so assigned; provided, however, that Assignee shall not be relieved of its obligations or its portion of debts and liabilities arising or accruing prior to such assignment or of its obligation to plug and abandon any dry holes it has drilled on the lease and lands pursuant to governmental regulations.

Assignor shall pay all rentals, minimum royalties or other charges necessary to be paid in order to maintain the lease described in the Assignment in full force and effect, and Assignee shall reimburse Assignor, upon receipt of billing therefor, for all such charges applicable to the lands in which an interest is hereby assigned by the Assignment. Assignor shall exercise reasonable diligence in the payment of such rentals, minimum royalties or other charges, but Assignor shall not be liable to assignee for failure to pay any rental, minimum royalty or other charge unless such failure shall be willful.

Assignee agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319) which are hereby incorporated by reference.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives, and assigns.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

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

PART I 198121

Lease Serial No.

WY-08589

Lease effective date

October 1, 1951

1. Assignee's Name

Mountain Fuel Supply Company

Address (include zip code)

P. O. Box 11368, Salt Lake City, Utah 84139

RECORDED October 4 1982 8:00 AM  
IN BOOK 69 PAGE 329  
FEES 12.00  
SUBLETTE COUNTY CLERK

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 32 North, Range 109 West

Section 5: SW/4 SW/4

Section 6: Lot 8, S/2 SE/4

Section 7: N/2 SE/4, NE/4

Section 8: W/2 NW/4, NW/4 SW/4

Sublette County, Wyoming

Containing 520.00 acres, more or less

Limited as to depth from the surface of the earth to the lesser of the base of the Fort Union formation or the stratigraphic equivalent of the depth of 12,050 feet below the surface of the earth as found in The Mesa Unit No. 1 well drilled in the Northeast one-quarter (NE/4) of Section 7, Township 32 North, Range 109 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee

50.00

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

-0-

5. Specify overriding royalty interest being reserved by assignor

1%

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

7.125

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less. This Assignment of Operating Rights is further made subject to the provisions set forth in Exhibit "A" 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 7th day of June

, 1982 .

EL PASO NATURAL GAS COMPANY

By:

D. N. Canfield

Attorney-in-Fact

P. O. Box 1492

(Assignor's Address)

El Paso

Texas

79978

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1982

By:

(Authorized Officer)

Chief, Oil &  
Gas Section

DEC 29 1982

(Title)

(Date)

NOTE: This document may be reproduced provided that copies are made in accordance with the provisions of 43 CFR 3106. SIGNER

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 file W-0153814.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 19th day of June, 1982.

MOUNTAIN FUEL SUPPLY COMPANY

  
(Assignee's Signature)

P. O. Box 11368

(Assignee's Address)

J. L. Healey, Attorney-in-Fact

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

Salt Lake City, Utah 84147

(City)

(State)

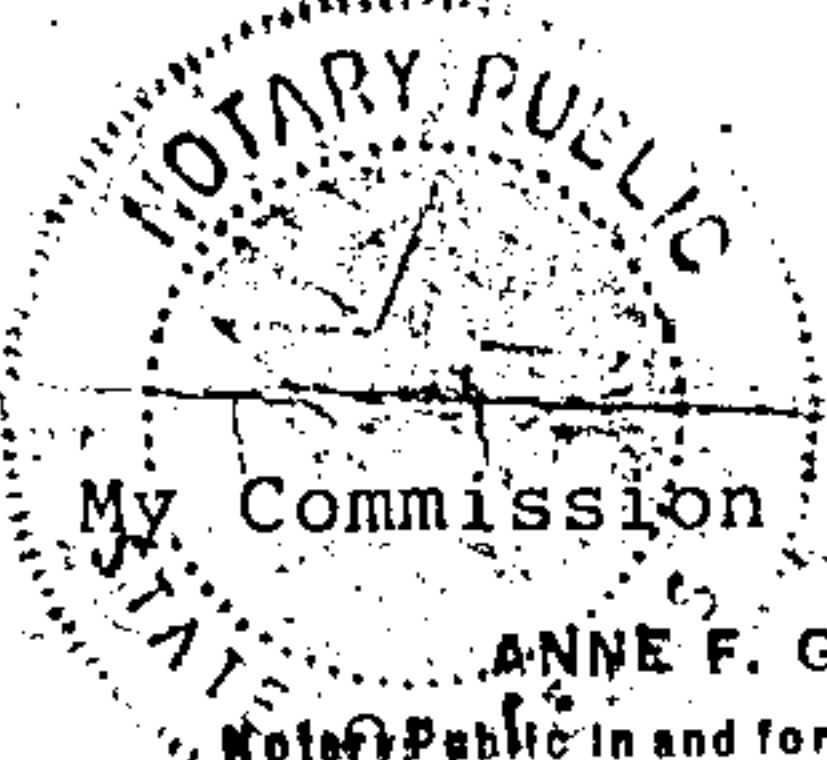
(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 instruction was acknowledged before me this 29th day of June, 1982, by D. N. Canfield, as Attorney-in-Fact, on behalf of EL PASO NATURAL GAS COMPANY. Witness my hand and official seal.

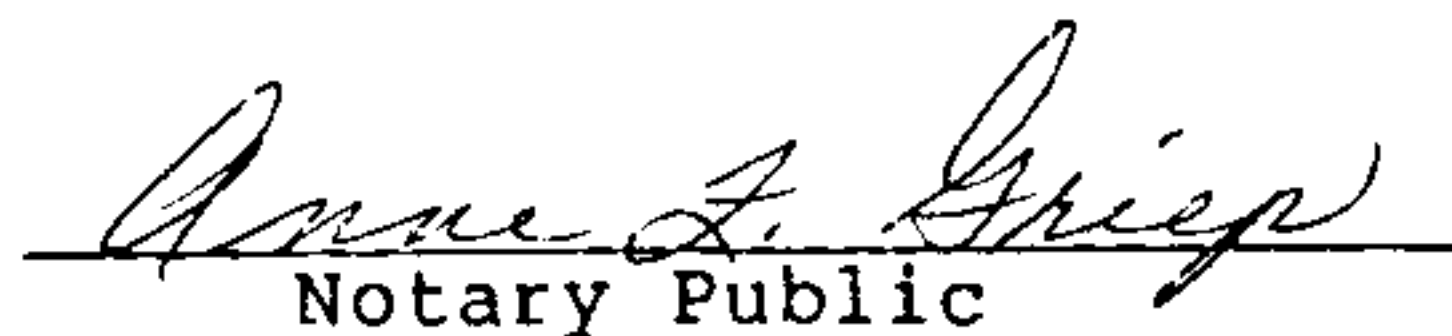


My Commission Expires:

ANNE F. GRIEP

Notary Public in and for STATE of TEXAS

My Commission Expires 09-30-84

  
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.

EXHIBIT "A"

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated June 7, 1982 from El Paso Natural Gas Company, as Assignor, to Mountain Fuel Supply Company, as Assignee.

In addition to the terms, conditions and provisions set forth in the hereinabove described Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (hereinafter referred to as "the Assignment,") Assignor and Assignee in the Assignment have agreed and do hereby agree as follows:

Assignor hereby excepts from the Assignment and reserves and retains unto itself, its successors and assigns, an overriding royalty interest of one percent (1%) of all oil and gas produced, saved and sold from and/or allocated to the lands described in the Assignment. This overriding royalty shall be in addition to all royalties, overriding royalties and other leasehold burdens existing as of the date hereof and shall be free and clear of all drilling and operating expenses, but shall bear its proportionate part of all mineral ad valorem taxes or taxes levied upon or against or measured by production of oil and/or gas.

In the event Assignor owns less than the entire oil and gas leasehold estate in and to the lands covered by the lease in which an interest is assigned by the Assignment, the overriding royalty herein reserved shall be reduced proportionately.

The Assignment is made in accordance with and subject to all terms, provisions and conditions of that certain Farmout Agreement dated September 4, 1980, by and between El Paso Natural Gas Company and Mountain Fuel Supply Company, including, but not limited to, Assignor's right to convert its retained overriding royalty interest to an interest in oil and gas operating rights in and to the lease and lands described in the



Assignment upon payout of the Mesa Unit No. 1 Well, said Farmout Agreement being incorporated herein by this reference, the same as though herein fully set out and further subject to all terms, provisions and conditions of any and all other agreements, contracts and conveyances, as modified or amended, affecting or pertaining to the lease and land described in the Assignment. The Assignment is not intended to accomplish, nor shall it be deemed to accomplish, a merger of the terms and provisions directly set out herein with the terms and provisions of said Farmout Agreement.

Assignee assumes and agrees to perform and fulfill all of the terms, conditions and covenants contained in the lease described in the Assignment insofar and only insofar as said lease covers and includes operating rights in the lands and depths covered by the Assignment, and Assignee further agrees to operate under such lease in such a manner as to avoid forfeiture thereof only as to the operating rights on the lands and depths covered by the Assignment.

Assignee shall indemnify Assignor against and shall hold Assignor harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from the use by Assignee of the lands subject to the Assignment. In like manner, Assignor shall indemnify Assignee against and shall hold Assignee harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from injury to property caused by or in any manner arising out of or incident to the use by Assignor of the lands described in the Assignment.

In the event Assignee shall at any time desire to surrender, release, abandon or otherwise terminate any or all of its interest in the lease and lands described in the Assignment, it shall first give written notice of such desire to Assignor at

least sixty (60) days prior to such surrender, release, abandonment or termination and in no event less than sixty (60) days prior to the date by which any obligations or actions must be performed or taken in order to maintain and continue such lease or portions thereof in effect, and Assignor shall have thirty (30) days from receipt of such notice in which to elect to receive an assignment of the interest proposed for surrender, release, abandonment or termination. Promptly upon such request, Assignee shall execute and deliver such assignment to Assignor, and Assignee shall thereupon be relieved of all obligations, debts and liabilities thereafter arising or accruing attributable to the interest so assigned; provided, however, that Assignee shall not be relieved of its obligations or its portion of debts and liabilities arising or accruing prior to such assignment or of its obligation to plug and abandon any dry holes it has drilled on the lease and lands pursuant to governmental regulations.

Assignor shall pay all rentals, minimum royalties or other charges necessary to be paid in order to maintain the lease described in the Assignment in full force and effect, and Assignee shall reimburse Assignor, upon receipt of billing therefor, for all such charges applicable to the lands in which an interest is hereby assigned by the Assignment. Assignor shall exercise reasonable diligence in the payment of such rentals, minimum royalties or other charges, but Assignor shall not be liable to Assignee for failure to pay any rental, minimum royalty or other charge unless such failure shall be willful.

Assignee agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319) which are hereby incorporated by reference.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives and assigns.

MODIFICATION OF LEASE DESCRIPTION

Delbert W. Selby and Dorothy M. Selby, husband and wife, present owners of the oil and gas estate in, on and under the land hereinafter described, which land is subject to that certain Oil and Gas Lease dated March 17, 1981, recorded in Book 61, Page 508 of the records of Sublette County, Wyoming, executed by Viola Waters, a widow, as Lessor, to Edward J. Ackman, as Lessee, covering:

Township 28 North, Range 112 West, 6th P.M.  
Section 35: Lot 6 (37.46), Lot 7 (19.80),  
 Lot 10 (9.58), and Lot 11 (39.22);

Township 27 North, Range 112 West, 6th P.M.  
Section 2: Lot 4 (13.51) and the bed of the  
 Green River riparian thereto;

do hereby agree with Nareco Corporation, the present owner and holder of said oil and gas lease, for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that said lease shall be amended so as to correct the legal description of the land intended to be included in said lease so that said description shall read as follows:

Township 28 North, Range 112 West, 6th P.M.  
Section 35: Lot 6 (37.46), Lot 7 (19.80),  
 Lot 10 (9.58), Lot 11 (39.22)  
 and the bed of the Green River  
 riparian thereto;

Township 27 North, Range 112 West, 6th P.M.  
Section 2: Lot 4 (13.51) and the bed of the  
 Green River riparian thereto.

All other terms, provisions, and conditions in and of said lease remain unchanged.

Delbert W. Selby and Dorothy M. Selby hereby adopt, ratify and confirm said lease as the same is hereby amended, and do hereby lease, demise and let the land above described unto Nareco Corporation, subject to and in accordance with the terms and provisions of said lease.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

198142

RECORDED	<i>October 6</i>	1983	8:00 AM
IN BOOK	<i>69</i>	PAGE	<i>334</i>
FEES \$	<i>6.00</i>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Selby*



Dated this 1 day of <sup>Sept</sup> June, 1983.

LESSORS:

Delbert W. Selby  
DELBERT W. SELBY

Dorothy M. Selby  
DOROTHY M. SELBY

LESSEE:

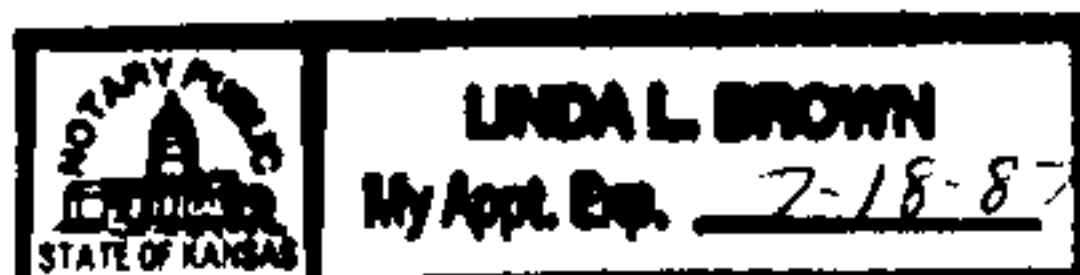
NARECO CORPORATION

By: John P. O'Hare  
Title: Vice President EHS

STATE OF Kansas §  
COUNTY OF Morris § ss.: §

THE FOREGOING instrument was acknowledged before me by  
DELBERT W. SELBY this 1st day of September, 1983.

WITNESS my hand and official seal.



Linda L. Brown  
Notary Public

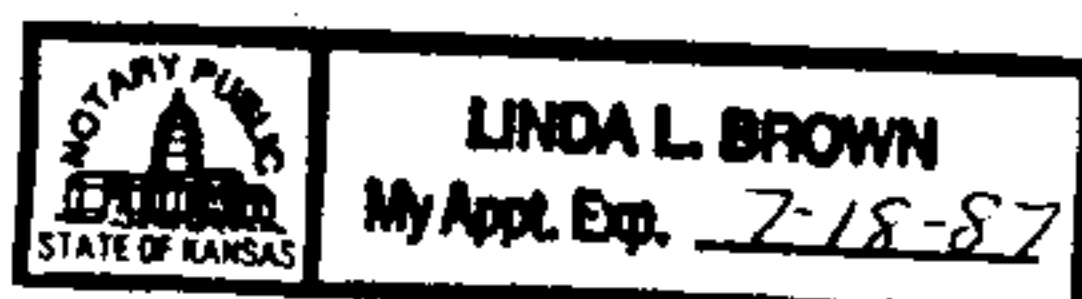
My Commission Expires:

July 18, 1987

STATE OF Kansas §  
COUNTY OF Morris § ss.: §

THE FOREGOING instrument was acknowledged before me by  
DOROTHY M. SELBY this 1st day of September, 1983.

WITNESS my hand and official seal.



Linda L. Brown  
Notary Public

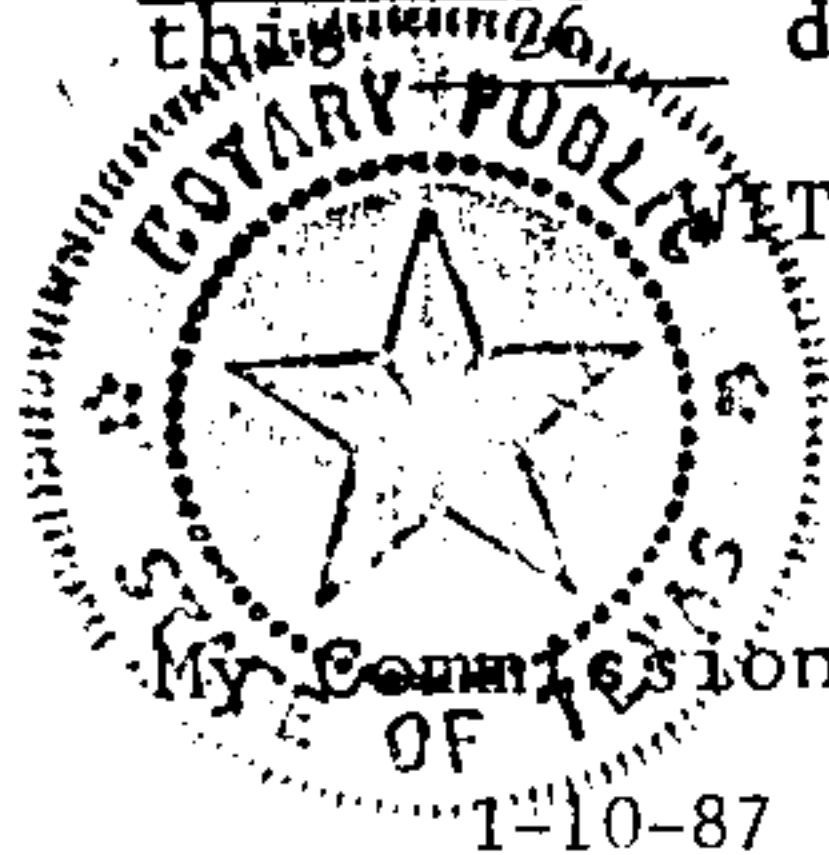
My Commission Expires:

July 18, 1987

STATE OF TEXAS §  
COUNTY OF HARRIS § ss.: §

THE FOREGOING instrument was acknowledged before me by  
John P. O'Hare, Vice President of NARECO CORPORATION,  
this 26 day of August, 1983.

WITNESS my hand and official seal.



Susan Fussell  
Notary Public  
Susan Fussell

My Commission Expires:  
1-10-87

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of September 1, 1982 at 7:00 A.M., local time (the "Effective Time"), is from TERRA RESOURCES, INC., a Delaware corporation, ("Assignor"), 5416 South Yale Avenue, Tulsa, Oklahoma 74135, to OXTEX, Inc. a Texas corporation, ("Assignee"), 600 Woodway Tower, 4900 Woodway Drive, Houston, Texas 77056.

## I.

For \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor, within the limitations set forth in Article III hereof, hereby transfers, grants, bargains, sells, conveys and assigns to Assignee the following (all of which are herein called the "Subject Interests");

1. All of Assignor's interest in the leases, licenses, permits, mineral or royalty deeds and other agreements (and all amendments, revisions, ratifications or corrections thereof) described in the Property Schedule attached hereto and made a part hereof (herein called the "Subject Leases"), insofar as the Subject Leases cover and relate to the land described in the Property Schedule (herein called the "Land"), together with all the property and rights incident thereto (provided that, if there is any conflict or ambiguity between this Article I, Paragraph 1, and the provisions of Article I, Paragraph 2, of this Assignment, then the provisions of Article I, Paragraph 2, will govern and control; and

2. All of Assignor's interest in and to any and all rights, titles and interests which Assignor may own in the Subject Leases or any lands covered thereby which are not specifically described by the descriptions of the Land set out in the Property Schedule, as well as all of Assignor's interests in all leasehold, mineral, royalty or other property, economic or contractual interests, if any, owned by Assignor in and to the Subject Leases insofar as they relate to lands covered by the Subject Leases and not included in the Land, unless there is expressly labeled any excluded portion of a Subject Lease under the heading "Reserved from Subject Lease". It is the intention of Assignor to convey to Assignee the entirety of the interests owned by Assignor in the Subject Leases or the lands covered thereby as of the Effective Time and the description of the Land set forth in the Property Schedule shall not be deemed (i) to limit the quantity of such conveyance, or (ii) to reserve any interest in the Subject Leases to Assignor, unless there is expressly labeled any excluded portion of a Subject Lease under the heading "Reserved from Subject Lease".

3. All of Assignor's interest in all rights in, to and under all pooling and unitization agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders (i) in any way relating to the Subject Leases, or (ii) in any way relating to the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced therefrom, or (iii) in any way relating to the Assignor's ownership and/or acquisition of its interests in the Subject Leases (all of which agreements are herein called the "Agreements"). Assignee does hereby agree to assume and be subject to the proportionate share of all obligations and liabilities under the Agreements attributable to the Subject Interests.

RECORDED	<i>October 7</i>	1983	<i>3:00 PM</i>
IN BOOK	<i>69</i>	<i>42</i>	PAGE <i>336</i>
FEE \$	<i>18.00</i>	<i>Raise 7 Yahr</i>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			



4. All of Assignor's interest in all of the personal property, fixtures and improvements now or as of the Effective Time on the Subject Leases, appurtenant thereto or used or obtained in connection with the Subject Leases or with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from or attributable to the Subject Leases, including, without limitation, all wells, fixtures, casing and tubing, all production, gathering, treating, processing, compression, dehydration, salt water disposal and pipeline equipment, all machines, tools, dies, vessels, and other facilities of every kind, character and description, used or usable in connection with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from the Subject Leases; and

5. All of Assignor's interest in all other interests, if any, owned by Assignor in and to the Land or the Subject Leases or any other lands covered by the Subject Leases, including without limitation, all mineral or royalty interests, overriding royalty interests, net profits interests, production payments and any other economic interests owned by Assignor in the production of hydrocarbons from the lands covered by the Subject Leases; and

6. To the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Interests against Assignor's predecessors in title to the Subject Interests, and against any party or parties to the Agreements.

TO HAVE AND TO HOLD the Subject Interests unto Assignee and its successors and assigns forever.

## II.

This Assignment is made pursuant to the provisions of that certain Agreement Of Purchase And Sale dated effective as of September 1, 1982 between OXOCO and Terra Resources, Inc., et al. and Assignor acknowledges that the rights of OXOCO thereunder have been assigned to Assignee. The delivery of this Assignment shall not affect, enlarge, diminish or otherwise impair any of the warranties, representations or covenants made in such Agreement Of Purchase And Sale, and all of such warranties, representations and covenants shall survive the delivery of this Assignment to the extent, and in the manner set forth in such Agreement Of Purchase And Sale. The special warranties contained in Article III hereinafter shall be cumulative of and in addition to the warranties, representations and covenants contained in the Agreement Of Purchase And Sale.

## III.

1. Assignor hereby warrants, but only as to all persons claiming by, through or under Assignor and not otherwise, that:

a. Assignor has good and marketable title to the Subject Interests, free and clear of all liens, encumbrances and burdens, except the "Permitted Encumbrances" defined in Section 5.04 in the above-described Agreement Of Purchase And Sale, and

b. Giving effect to this Assignment, the Subject Interests herein assigned will entitle Assignee to receive not less than the decimal interest shown under the designation "Revenue



Interest" on the Property Schedule of all hydrocarbons produced, saved and marketed from the Producing Properties as identified in the Property Schedule, free and clear of all royalty, overriding royalty or other burdens on or measured by production of hydrocarbons from the Subject Interests, and

c. Giving effect to this Assignment, Assignee's obligation for costs and expenses arising out of its ownership of the Subject Interests and relating to the development of and operations on each Producing Property shown on the Property Schedule will not be greater than the decimal interest shown in connection with the designation entitled "Working Interest" on such Schedule.

2. In the event that Assignor has retained any portion of the lands covered by the Subject Leases as lands "Reserved from Subject Leases" or otherwise, then:

a. The warranties made in this Article III shall not be affected, diminished, or impaired by any such retention, and

b. Assignor, to the extent permitted by applicable law or contract, hereby grants to Assignee an easement over any such retained lands for purposes of ingress and egress to and from the lands included in the Subject Interests for all purposes in connection with operation, exploration and development of the Subject Interests.

3. Without limiting of any warranty, representation or covenant made in the above-described Agreement Of Purchase And Sale, this Assignment is made subject to the terms and conditions of each of the Subject Leases.

4. As to any personal property conveyed herein, Assignee disclaims and negates (i) any implied or express warranty of merchantability, and (ii) any implied or express warranty of fitness for use for a particular purpose, and (iii) any implied or express warranty of conformity to models or samples of materials.

#### IV.

1. Unless provided otherwise, all recording references in the Property Schedule are to the official real property records of the counties (or parishes) in which the Subject Interests are located.

2. Separate assignments of the Subject Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth (or incorporated) herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Subject Interests conveyed herein.

3. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording this

counterpart to be recorded in a given county or parish may contain only that portion of the Property Schedule that describes property located in that county or parish. Assignor and Assignee have each retained a counterpart of this assignment with a complete Property Schedule.

4. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED on February 28, 1983, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

TERRA RESOURCES, INC.

ATTEST:

*James P. Niedermeyer*  
(Assistant) Secretary

By:

*F. H. Merelli*  
F. H. Merelli, President

WITNESSES:

*Cathy C. Sullivan*  
*Brenda D. O'Brien*

(acknowledgement page and Property Schedule follows)

This instrument prepared by:

FOREMAN & DYESS  
4200 InterFirst Plaza  
1100 Louisiana  
Houston, Texas 77002

15440  
02/26/83

STATE OF OKLAHOMA

§  
§  
§

Subscribed and Sworn

COUNTY OF TULSA

On this 28th day of February in the year 1983, before me the undersigned authority, duly commissioned and sworn, personally appeared F. H. MERELLI, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors. [CA]

On this 28th day of February, 1983, before me appeared F. H. MERELLI, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the President of TERRA RESOURCES, INC., and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the corporation. [LA]

Personally appeared before me, the undersigned authority, on this day the within named F. H. MERELLI who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. [MS]

On this 28th day of February, in the year 1983, before me, the undersigned authority, personally appeared F. H. MERELLI, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. [MT]

Before me, the undersigned authority, on this day personally appeared F. H. MERELLI, President of TERRA RESOURCES, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such corporation, and in the capacity therein stated. [TX]

The foregoing instrument was acknowledged before me this 28th day of February, 1983 by F. H. MERELLI, President of TERRA RESOURCES, INC., a Delaware corporation, on behalf of the corporation. [CO] [NM] [KS] [OK] [NB] [WY] [ND]

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the City of Tulsa, County of Tulsa, State of Oklahoma, this 28th day of February, 1983.

*Virginia L. Booth*  
NOTARY PUBLIC IN AND FOR  
TULSA COUNTY, OKLAHOMA

My Commission Expires:

March 1, 1986

VIRGINIA L. BOOTH  
Printed Name of Notary Public

5416 South Yale, Tulsa, OK 74135  
Address



PROPERTY SCHEDULE  
TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
SUBJECT INTERESTS

Preamble

1. This Property Schedule describes the Subject Interests referenced in the Assignment, Bill of Sale and Conveyance as being described in the Property Schedule. This Property Schedule includes this Preamble.
2. Reference is made to the land descriptions contained in the Subject Leases or other documents of title recorded as described in Exhibit "A" to this Property Schedule. To the extent that the land descriptions in Exhibit "A" are incomplete, incorrect or not legally sufficient, the land descriptions contained in the Subject Leases or other documents so recorded are incorporated herein by this reference.
3. References in Exhibit "A" to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties (or parish or parishes) in which the Subject Interests are located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.
4. Executed original counterparts of the Assignment, Bill of Sale and Conveyance to be filed for recording and recorded in the records of the various counties or parishes may have annexed thereto as Exhibit "A" only the division containing specific descriptions of the Subject Interests relating to lands located in the respective county or parish in which such counterpart is to be filed for recording. The omitted descriptions are hereby included in said recorded counterparts by reference to a counterpart of the said conveyancing documents with all of said specific descriptions annexed thereto as the same has been delivered to each party thereto.
5. This Property Schedule consists of:  
  
Exhibit "A" which sets forth (i) the name of each Producing Property and its Producing Property No. together with the "Working Interest" and "Revenue Interest" in such Producing Property which are warranted by Assignor, and (ii) a description of the Subject Leases applicable to each such Producing Property.



(UL0815)

EXHIBIT 'A'

RLN DATE 2/25/83

PRODUCING PROPERTY  
NUMBER DIST NAME

WORKING REVENUE  
INTEREST INTEREST

\*\*\* AREA \*\*\*

\*\* STATE \*\*

\*\* COUNTY \*\*

34435 55 FEDERAL #40-20

\*1000000 \*0875000 2320

49

C35

510111E

LEASE LESSOR

LESSEE

DATE

EXPIRE

DATE

VOLUME

PAGE

INIT.

ACRES

34435-00 FEDERAL 40-20

8/15/80 6/15/10

1-27N

\*00000 320.00

00

44078-00 U.S.A. #54137

MELVIN MEESTER

4/01/70 3/31/86

1-27N

\*12500 840.00

420.00

RESERVED FROM SUBJECT LEASES

(ABOVE 10.1500')

1N-01

1N-02

SEC 218 NE 1/2

(ABOVE 10.1500')

1N-01

1N-02

SEC 331 NW 1/4

(ABOVE 10.1500')

1N-01

1N-02



344  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
OFFER TO LEASE AND  
LEASE FOR OIL AND GAS

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

Name **Roger Schock**  
Street **7965 Hollywood Blvd.**  
City **Los Angeles, CA**  
State **90046**  
Zip Code

**W 76447**  
(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. 35 N., R. 115 W., 6th Prin. Mer.**  
**Sec. 13: N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$**

198173

RECORDED	<i>October 11</i>	1983	8:00 AM
IN BOOK	<i>69 Oct</i>	PAGE	<i>344</i>
FEE \$	<i>6.00</i>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*by Dorothy M. Sturtevant*

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

Containing a total of	<b>600.00</b> acres	Annual Rental . . . . . \$ <b>600.00</b>
-----------------------	---------------------	--

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 *[Signature]*  
(Offeror/Lessee Signature)

(Title)

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

(Date Signed)

By *[Signature]*  
(Signature of Signing Officer)

Chief, Oil &  
Gas Section

(Title)

SEP 28 1982

(Date)

Effective date of lease: **OCT 1 1982**

OR LESSEE



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

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

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

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

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

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

(i) For each lease year a rental of \$1.00 per acre or fraction of an acre.

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

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

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

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

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plans and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, complete in accordance with all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the

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

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

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

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

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

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

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

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

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

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

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

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

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided*, 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

(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 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.



When Recorded Return to:

HOLME ROBERTS & OWEN  
50 South Main, Suite 900  
Salt Lake City, Utah 84144  
(801) 521-5800

ASSIGNMENT

(Sublette County, Wyoming)

THIS ASSIGNMENT, dated effective as of November 29, 1982 (the "Effective Date"), is from ROBERT J. MINTON, and FRANCES H. MINTON, his wife, ("Assignor") whose address is 5680 Nations Way, Salt Lake City, Utah 84121, to MINTON INVESTMENT CO., a Utah corporation ("Assignee"), whose address is 3804 Highland Drive, Suite 12, Salt Lake City, Utah 84106.

FOR TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's interest in and to the leases described in Schedule I (herein called the "Leases") and to the land described in Schedule I covered by and relating to the Leases or attributable to production therefrom (herein called the "Lands"), TOGETHER WITH all appurtenances, fixtures and rights incident thereto, including all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto (all of which are herein called "Interests").

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever.

Unless provided otherwise, all recording references in Schedule I are to the official real property records of Sublette County, Wyoming.

Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Frances H. Minton joins in this Assignment solely for the purpose of releasing any interest she may have in the Lands and Leases as the wife of Robert J. Minton.

RECORDED October 11 1983 8:00 AM  
IN BOOK 69 D & W PAGE 346  
FEES \$ 24.00 Leah York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Deborah M. Lane*

198175



EXECUTED this 26th day of Sept., 1983, to be effective for all purposes as of the Effective Date.

ASSIGNOR

Robert J. Minton  
ROBERT J. MINTON

Date: 9-26-83

Frances H. Minton  
FRANCES H. MINTON, wife of  
Robert J. Minton

Date: 9-26-83

STATE OF Wyoming )  
COUNTY OF ALBANY ) ss.

The foregoing instrument was acknowledged before me this 26th day of Sept., 1983, by Robert J. Minton, and Frances H. Minton, his wife.

Robert J. Minton  
Notary Public in and for the  
State of Wyo

My Commission Expires:

1-26-84

Residing at:

222 Harfield  
Laramie

0237p

CERTIFICATE OF ASSIGNEE

## ASSIGNEE CERTIFIES THAT:

(i) Assignee is a corporation duly qualified and organized under the laws of the State of Utah;

(ii) There are no unqualified stockholders of Assignee;

(iii) Assignee is in compliance with the acreage limitations set forth in 43 C.F.R. §3101.2; and

(iv) Assignee is not a participant in any agreement, scheme or plan prohibited by 43 C.F.R. §3112.5-1.

ASSIGNEE AGREES THAT the obligation to pay any overriding royalties or payments out of the production of oil and gas created herein, which, when 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, may be suspended at any time upon a determination that the excess constitutes a burden on lease operations to the extent that proper and timely development may be retarded, or continued operation of the lease impaired, or premature abandonment of the wells caused.

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

Executed this 26th day of Sept., 1983.

MINTON INVESTMENT CO.

By: Robert J. Minton President  
3804 Highland Drive  
Suite 12  
Salt Lake City, Utah 84106

SCHEDULE I

Attached to and made a part of  
that certain Assignment  
from Robert J. Minton, and  
Frances H. Minton, his wife ("Assignor")  
to Minton Investment Co.,  
a Utah corporation ("Assignee")

Sublette County, Wyoming

1. Lease No. EV-020363, dated effective 7/1/48,  
from the United States of America, lessor, to Susan J.  
Quealy, lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar  
as said lease covers the following described lands located  
in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 32: Lots 2, 5.

Subject to the Tip Top Unit, together with the Tip  
Top Unit agreement, the Tip Top Unit operating  
agreement, and all other agreements relating to  
the Tip Top Unit and affecting the subject land  
and lease.

2. Lease No. EV-022234, dated effective 10/1/48,  
from the United States of America, lessor, to Carl Pfaff,  
lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said  
lease covers the following described lands located in  
Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 20: Lot 5;  
Section 29: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4,  
SE/4SE/4.

Subject to the Tip Top Unit, together with the Tip  
Top Unit agreement, the Tip Top Unit operating  
agreement, and all other agreements relating to  
the Tip Top Unit and affecting the subject land  
and lease.

3. Lease No. EV-07555, dated effective 09/02/44,  
from the United States of America, lessor, to Fred J.  
Hischier, lessee, recorded in Book \_\_\_\_ at page \_\_\_\_,  
insofar as said lease covers the following described lands  
located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 9: W/2SW/4.

Subject to the North LaBarge Unit, together with  
the North LaBarge Unit agreement, the North  
LaBarge Unit operating agreement, and all other  
agreements relating to the North LaBarge Unit and  
affecting the subject land and lease.

4. Lease No. EV-07671-A, dated effective  
12/29/39, from the United States of America, lessor, to  
North LaBarge Oil Co., lessee, recorded in Book \_\_\_\_ at



page \_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 8: SE/4.

Subject to the North LaBarge Unit, together with the North LaBarge Unit agreement, the North LaBarge Unit operating agreement, and all other agreements relating to the North LaBarge Unit and affecting the subject land and lease.

5. Lease No. EV-07671-B, dated effective 12/29/39, from the United States of America, lessor, to North LaBarge Oil Co., lessee, recorded in Book \_\_\_ at page \_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 8: N/2, SW/4.

Subject to the North LaBarge Unit, together with the North LaBarge Unit agreement, the North LaBarge Unit operating agreement, and all other agreements relating to the North LaBarge Unit and affecting the subject land and lease.

6. Lease No. EV-010270-A, dated effective 1/30/40, from the United States of America, lessor, to North LaBarge Oil Co., lessee, recorded in Book \_\_\_ at page \_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 28: E/2NE/4.

Subject to the North LaBarge Unit, together with the North LaBarge Unit agreement, the North LaBarge Unit operating agreement, and all other agreements relating to the North LaBarge Unit and affecting the subject land and lease.

7. Lease No. EV-010270-B, dated effective 1/30/40, from the United States of America, lessor, to North LaBarge Oil Co., lessee, recorded in Book \_\_\_ at page \_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 21: N/2N/2.

Subject to the North LaBarge Unit, together with the North LaBarge Unit agreement, the North LaBarge Unit operating agreement, and all other agreements relating to the North LaBarge Unit and affecting the subject land and lease.

8. Lease No. EV-021978, dated effective 1/1/40, from the United States of America, lessor, to Fred J. Hischer, lessee, recorded in Book \_\_\_ at page \_\_\_,

insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 4: SW/4SW/4;  
Section 9: NW/4, E/2SW/4, W/2SE/4.

Subject to the North LaBarge Unit, together with the North LaBarge Unit agreement, the North LaBarge Unit operating agreement, and all other agreements relating to the North LaBarge Unit and affecting the subject land and lease.

9. Lease No. EV-022405, dated effective 1/30/40, from the United States of America, lessor, to North LaBarge Oil Co., lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 28: E/2SE/4;  
Section 33: NE/4NE/4.

Subject to the LaBarge Unit, together with the LaBarge Unit agreement, the LaBarge Unit operating agreement, and all other agreements relating to the LaBarge Unit and affecting the subject land and lease.

10. Lease No. EV-026191, dated effective 3/1/50, from the United States of America, lessor, to Western Oil Refining Co., lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 4: SE/4SW/4, SW/4SE/4.

Subject to the North LaBarge Shallow Unit, together with the North LaBarge Shallow Unit agreement, the North LaBarge Shallow Unit operating agreement, and all other agreements relating to the North LaBarge Shallow Unit and affecting the subject land and lease.

11. Lease No. WY-1495, dated effective 6/1/45, from the United States of America, lessor, to Margaret Justheim, lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28, Range 113 West, 6th P.M.

Section 18: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13,  
14, 15, 16, 17, 18, W/2SE/4.

Township 28 North, Range 114 West, 6th P.M.

Section 2: E/2SE/4;  
Section 12: S/2NW/4, E/2SW/4;  
Section 13: NE/4, E/2SE/4.

Township 29 North, Range 113 West, 6th P.M.

Section 31: SE/4SW/4, S/2SE/4.

Subject to the Piney-LaBarge Unit, together with the Piney-LaBarge Unit agreement, the Piney-LaBarge Unit operating agreement, and all other agreements relating to the Piney-LaBarge Unit and affecting the subject land and lease.

12. Lease No. WY-9653, dated effective \_\_\_\_\_, from the United States of America, lessor, to Western Oil Refining Co., lessee, recorded in Book \_\_\_\_\_ at page \_\_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 4: Lot 4, S/2NW/4, N/2SW/4, NW/4SE/4.

Subject to the North LaBarge Deep Unit, together with the North LaBarge Deep Unit agreement, the North LaBarge Deep Unit operating agreement, and all other agreements relating to the North LaBarge Deep Unit and affecting the subject land and lease.

13. Lease No. WY-48905, dated effective 12/1/74, from the United States of America, lessor, to Western Oil Refining Company, lessee, recorded in Book \_\_\_\_\_ at page \_\_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 16: Lots 1, 2, 3, 4, 5, 6, 7;  
Section 17: NW/4NE/4;  
Section 20: Lots 2, 3, 4, S/2NW/4;  
Section 29: SW/4SE/4; SE/4SW/4.

Subject to the Tip Top Unit, together with the Tip Top Unit agreement, the Tip Top Unit operating agreement, and all other agreements relating to the Tip Top Unit and affecting the subject land and lease.

14. Lease No. WY-48908, dated effective 12/1/74, from the United States of America, lessor, to Western Oil Refining Co., lessee, recorded in Book \_\_\_\_\_ at page \_\_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 17: Lots 1, 3, 4, 5, 6, SW/4NE/4, NW/4SE/4;  
Section 21: Lots 1, 2, 3, 4, 5, 6, 8, S/2NE/4, N/2SE/4, SE/4SE/4, Tract 43-D;  
Section 28: Lots 1, 5, 6, 7, 8, S/2SE/4, Tracts 50-A, 50-C;  
Section 31: Lots 7, 8;  
Section 32: Tract 53.



Subject to the Tip Top Shallow Unit, together with the Tip Top Shallow Unit agreement, the Tip Top Shallow Unit operating agreement, and all other agreements relating to the Tip Top Shallow Unit and affecting the subject land and lease.

15. Lease No. WY-089657, dated effective 12/1/59, from the United States of America, lessor, to Texaco, Inc., lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 21: S/2N/2, N/2S/2, SW/4SW/4, SE/4SE/4;  
Setion 28: NW/4NW/4.

16. Lease No. WY-089719, dated effective 12/1/59, from the United States of America, lessor, to Texaco, Inc., lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 21: SE/4SW/4, SW/4SE/4;  
Section 28: NW/4NE/4, NE/4NW/4.

17. Lease No. WY-0256492, dated effective 4/1/63, from the United States of America, lessor, to Western Oil Refining Company, lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 113 West, 6th P.M.

Section 21: Lot 7, Tracts 43a, 43c;  
Section 28: Lots 2, 3, 4, 9, 10, 11, Tracts  
50-B, 50-D.

Subject to the Tip Top Shallow Unit, together with the Tip Top Shallow Unit agreement, the Tip Top Shallow Unit operating agreement, and all other agreements relating to the Tip Top Shallow Unit and affecting the subject land and lease.

18. Lease No. WY-0256494, segregated from Lease No. E-026191 dated effective 3/1/50, from the United States of America, lessor, to Western Oil Refining Company, lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 9: W/2NE/4.

Subject to the North LaBarge Shallow Unit, together with the North LaBarge Shallow Unit agreement, the North LaBarge Shallow Unit operating agreement, and all other agreements relating to the North LaBarge Shallow Unit and affecting the subject land and lease.

Sublette County, WyomingState Lease

Lease No. WYST-O-847, dated effective 06-16-36, from the State of Wyoming, lessor, to Joseph A. Minton, lessee, recorded in Book \_\_\_\_ at page \_\_\_\_, insofar as said lease covers the following described lands located in Sublette County, Wyoming:

Township 27 North, Range 113 West, 6th P.M.

Section 16: All.

Subject to the North LaBarge Shallow Unit, together with the North LaBarge Shallow Unit agreement, the North LaBarge Shallow Unit operating agreement, and all other agreements relating to the North LaBarge Shallow Unit and affecting the subject land and lease.

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-59826

Lease effective date  
January 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address (include zip code) 3817 N. W. Expressway, Suite 700  
3555 Northwest 58th Street, Suite 500  
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 87.5 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 28 North - Range 110 West  
Section 11: E/2, E/2SW/4

containing 400.00 acres, more or less,  
in Sublette County, Wyoming

Assignment approved as to lands described below

198183

SAME LAND DESCRIPTION AS ITEM 2

RECORDED October 11 1983 2:00 P M  
IN BOOK 69 D & S PAGE 355  
FEES \$ 8.00 Lang Yeh COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*by Dorothy M. L. L.*

3. Specify ~~interest~~ assignor's record title interest being conveyed to assignee

43.75%

4. Specify ~~interest~~ record title interest being retained by assignor, if any

43.75%

5. Specify overriding royalty being reserved by assignor

None

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

8%

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

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

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.

*Jean Davis*  
(Assignor's Signature)  
Jean Davis, an Individual

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

JUN 01 1983

Assignment approved effective

By *Glenn M. Ranc*  
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

AUG 31 1983

(Date)

FOR ASSIGNEE



## 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.

## LIST OF DELETED OF

## 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.

RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-59826.

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 one hundred and five (105) 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-6230-1

ACKNOWLEDGEMENT RIDER

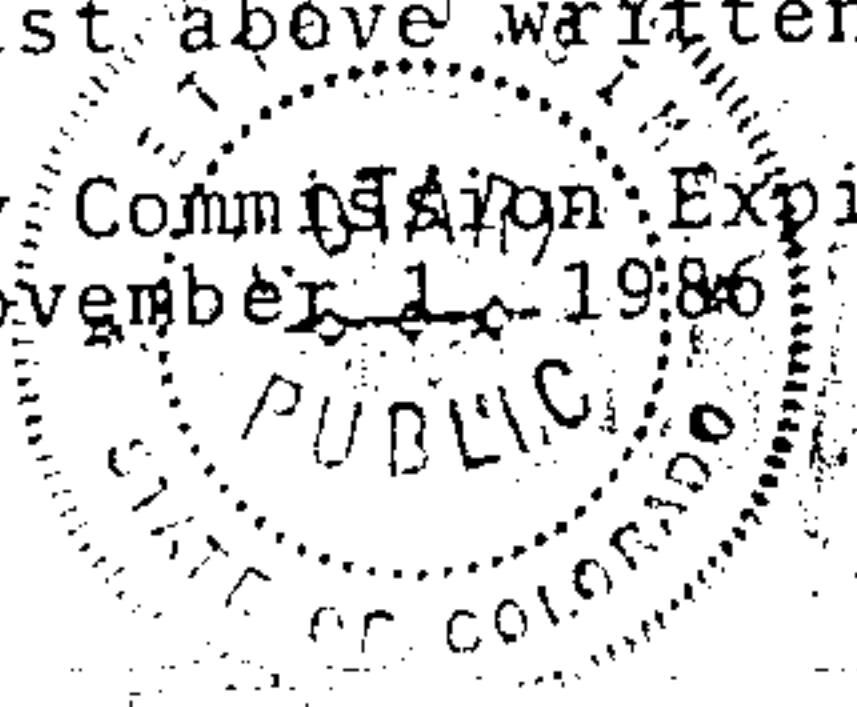
Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Jean Davis, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-59826.

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

On this 25th day of March, 1983, before me, a Notary Public in and for said County and State, came the within named Jean Davis, who is personally known to me to be the identical person whose name is affixed to the within instrument and she acknowledged that she executed the within instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:  
November 1, 1986



Beth G. Smith  
Notary Public  
444 Seventeenth Street, Suite 701  
Denver, Colorado 80202

#29-1 Cutlass Unit/Land/RHM

D-6230-1

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  
January 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

Woods Petroleum Corporation

Address (include zip code) 3817 N. W. Expressway, Suite 700  
-5555 Northwest 58th Street, Suite 500-  
Oklahoma City, Oklahoma 73112

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

Assignment approved as to lands described below

Township 28 North - Range 110 West  
Section 14: All

containing 640.00 acres, more or less,  
in Sublette County, Wyoming

198184

SAME LAND DESCRIPTION AS ITEM 2

RECORDED October 11 1983 2:00 PM  
IN BOOK 69 Over PAGE 358  
FEES \$8.00 Ring Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Deborah M. Linn*

3. Specify ~~interest conveyed~~ assignor's record title interest being conveyed to assignee

46.875%

4. Specify ~~interest conveyed~~ record title interest being retained by assignor, if any

46.875%

5. Specify overriding royalty being reserved by assignor

None

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

8%

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

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

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.

*Jean Davis*  
(Assignor's Signature)  
Jean Davis, an Individual

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 *Glenn M. Lane*  
(Authorized Officer)

Chief, Oil &  
Gas Section

AUG 31 1983

(Title)

(Date)



# 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.

U.S. DEPARTMENT OF THE INTERIOR

## INSTRUCTIONS

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. <i>Use of Form</i> - 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.</li> <li>2. <i>Filing and Number of Copies</i> - File three (3) completed and manually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee <i>must</i> accompany the assignment. File assignment within ninety (90) days <i>after</i> date of final execution.</li> <li>3. <i>Effective Date of Assignment</i> - Assignment, if approved, takes effect on the first day of the month following the date of filing of <i>all</i> required papers. Assignee's qualifications <i>must</i> be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it <i>must</i> be furnished prior to approval of the assignment.</li> <li>4. <i>Statement of Interest of Other Parties</i> - If assignee is not the sole party in interest in the assignment, assignee <i>must</i></li> </ol> | <p>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 <i>must</i> 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.</p> <ol style="list-style-type: none"> <li>5. <i>Effect of Assignment</i> - Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does <i>not</i> change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.</li> <li>6. A copy of the lease out of which this assignment is made should be obtained from the assignor.</li> </ol> |
|--|---|

## NOTICE

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360

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IN THE EVENT Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least one hundred and five (105) days in advance of the anniversary date 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.

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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-6230-1

ACKNOWLEDGEMENT RIDER

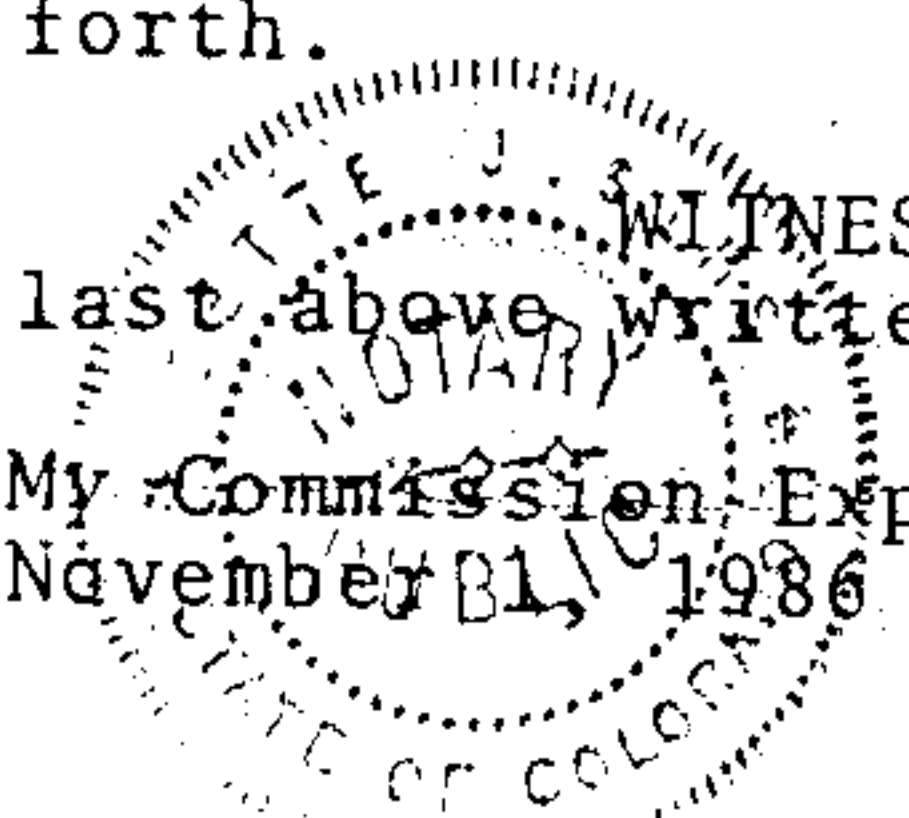
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STATE OF COLORADO       )  
CITY AND                    )  
COUNTY OF DENVER        )       ss.

On this 25th day of March, 1983, before me, a Notary Public in and for said County and State, came the within named Jean Davis, who is personally known to me to be the identical person whose name is affixed to the within instrument and she acknowledged that she executed the within instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:  
November 11, 1986

  
Beth J. Lane  
Notary Public  
444 Seventeenth Street, Suite 701  
Denver, Colorado 80202



198189

KNOW ALL MEN BY THESE PRESENTS:

*G. Dorothy McLean*

THAT, the undersigned, CHANDLER & ASSOCIATES, INC., 1401 Denver Club Building, Denver, Colorado 80202 (hereinafter referred to as Assignor), for and in consideration of the sum of One Dollar (\$1.00) and other considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto ADOBE OIL & GAS CORPORATION, 1100 Western United Life Building, Midland, Texas 79701 (hereinafter referred to as Assignee), an undivided 75% of 30% of 10% 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, under and by virtue of 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 P.M.  
Section 16: NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$   
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 appurtenant 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 (2.25%) 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 2.25% of 320.00/2885.26 acres.

This Assignment is made without warranty of title either express or implied, and in the event the lease described above covers less than the full interest in the oil and gas and other hydrocarbons, then the interest being hereby assigned shall be reduced in proportion that the interest covered by said lease bears to the full and undivided interest in the oil and gas and other hydrocarbons. Assignor hereby reserves unto itself, its successors and assigns, all rights not hereby assigned.

Assignee agrees not to release or surrender the lease and leasehold interest herein assigned without first offering to reassign such interest to Assignor. Should Assignor accept such reassignment, then Assignee shall be relieved of all future obligations with respect to the leasehold interest reassigned but Assignee shall not be relieved of any of its obligations occurring prior to the receipt by Assignor of such reassignment.

This Assignment of Operating Rights is made subject to and is governed by the terms and conditions of all prior assignments and amendments thereto, between Assignor and United Refining Company, and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 15, 1969, and any amendments. This Assignment of Operating Rights is further subject to all agreements of whatsoever nature, previously entered into between Assignor and Assignee, including particularly the documentation wherein Assignor consented to an Assignment from United Refining Company to Assignee. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either United Refining Company or Assignee, and to the terms and conditions of agreements between Assignor and third parties, whether recorded or not, executed by Assignor and pertaining directly or indirectly to the lease herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

- (a) The original Oil and Gas Lease,
- (b) All prior Assignments thereof,
- (c) The Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.



This Assignment shall be subject to and bear its proportionate part of Lessor's royalty, overriding royalty interest, production payments, or any other working interest burdens in existence as of the date hereof.

This Assignment shall be binding upon and inure to the benefit of the heirs or personal representatives, successors and assigns of the Assignor and Assignee and the covenants, agreements, conditions and obligations herein contained shall be considered as covenants, agreements, conditions and obligations running with the ownership of said lease and the ownership of the Oil and Gas Leasehold Estate; however, the interest herein assigned shall not be assignable by Assignee without the written consent of Assignor, and Assignee agrees that it will not, without the prior written consent of Assignor, create any overriding royalty, payment out of production, net profits obligation or carried interest, or any other obligation which will be a burden upon said lease.

IN WITNESS WHEREOF, this Assignment of Operating Rights has been executed this 20th day of July, 1983, but effective as of 7:00 A.M. June 4, 1977.

ATTEST:

Patti H. Simpson  
Patti H. Simpson, Secretary

CHANDLER & ASSOCIATES, INC.

J. F. Gavlick  
J. F. Gavlick, Vice President

Filed in the Lease File: September 16, 1983

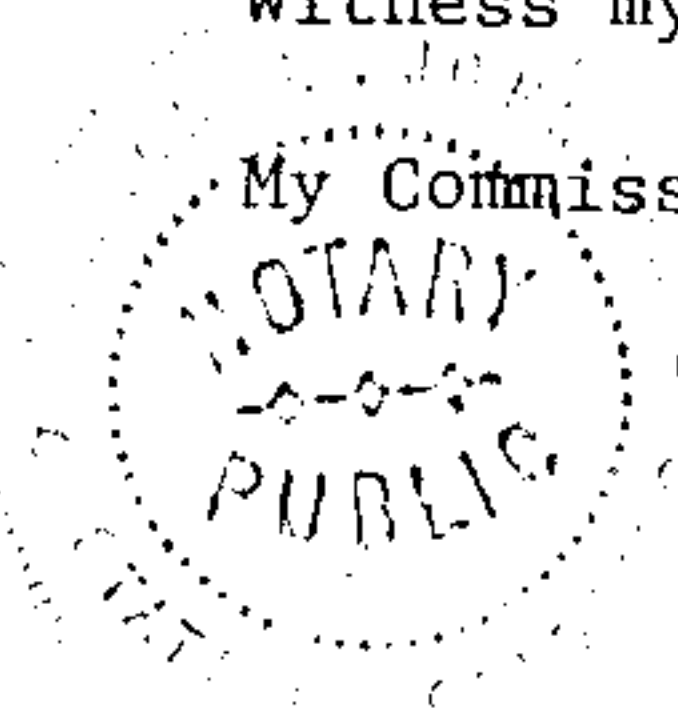
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STATE OF COLORADO    )  
                                  )ss.  
COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me this 20th day of July, 1983 by J. F. Gavlick, Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires: May 5, 1986



Sharon L. Johnson  
Notary Public  
1401 Denver Club Bldg., Denver, CO 80202

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)

RETURN TO:  
MESA PETROLEUM CO.  
P. O. BOX 2009  
AMARILLO, TEXAS 79189

Name  
Street  
City  
State  
Zip Code

John W. Payson  
140 Broadway, Mitchell Hutchins  
New York, NY 10005

W 74329

(Serial Number)

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

Lands included in the lease:

State: Wyoming

County: Sublette

T 29 N, R 115 W, 6th Prin. Mer.  
Sec 32: Lots 3, 4, NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

198190

RECORDED	<u>October 11</u>	<u>1983</u>	<u>3:00P</u>	M
IN BOOK	<u>69 D-1</u>	PAGE	<u>363</u>	
FEES	<u>\$74.00</u>	<u>Loring Yake</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

*Dorothy M. Shure*

Containing a total of	319.22	acres	Annual Rental	\$ 320.00	Rental (a) (ii) Beginning 6th Year, \$3 per acre or Fraction Thereof.
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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 *John W. Payson*  
(Offeror/Lessee Signature)

(Title)

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

*Mar 10 1982*  
(Date Signed)

By *Norman W. Hane*  
(Signature of Signing Officer)

Chief, Oil &  
Gas Section

(Title)

MAR 31 1982

(Date)

Effective date of lease: APR 1 1982







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 82601

Management Agency (name)

PLEASE REFER TO ITEM (12)  
OF FORM 3109-3

Address (include zip code)

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

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

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

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

Said conditions may relate to any of the following:

- (a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;
- (b) Types of vehicles that may be used and areas in which they may be used; and
- (c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109-5 (August 1973)

GPO 849-258

366

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."

✓ Mar 10, 1982  
Date

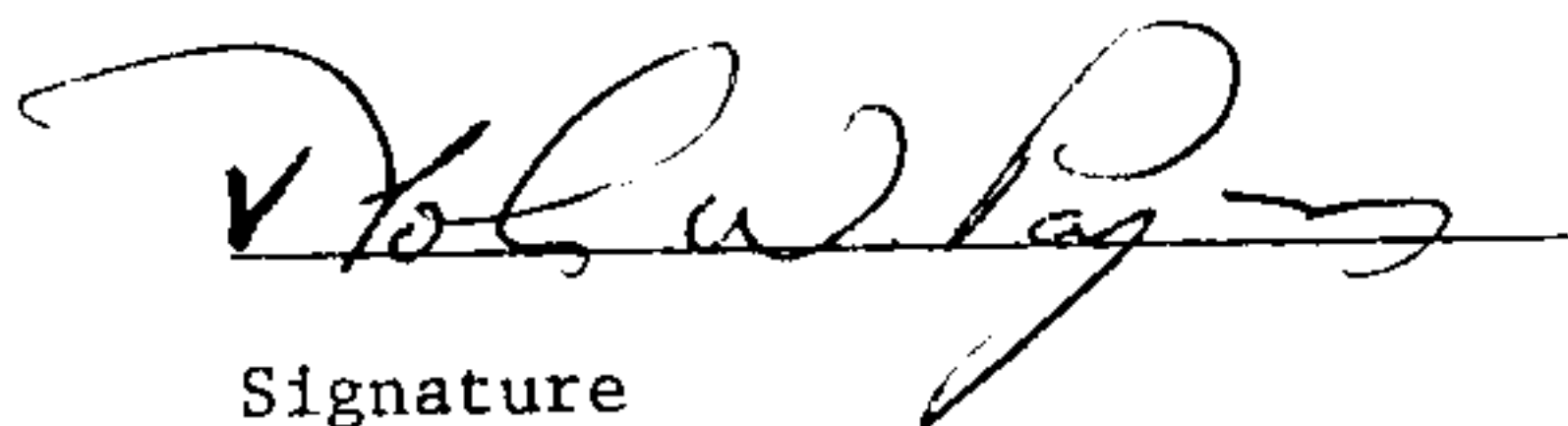
✓ [Signature]  
Signature

This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

- (1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures);
- (2) implementation of alternative bidding systems authorized for the award of Federal leases;
- (3) establishment of diligent requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);
- (4) setting rates of production for Federal leases; and
- (5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.

Mar 10

Date

  
Signature

WY 3100-91(Jan. 1981)



368  
Exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

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

(5) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

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

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

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

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

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

(12) To address all matters relating to this stipulation to

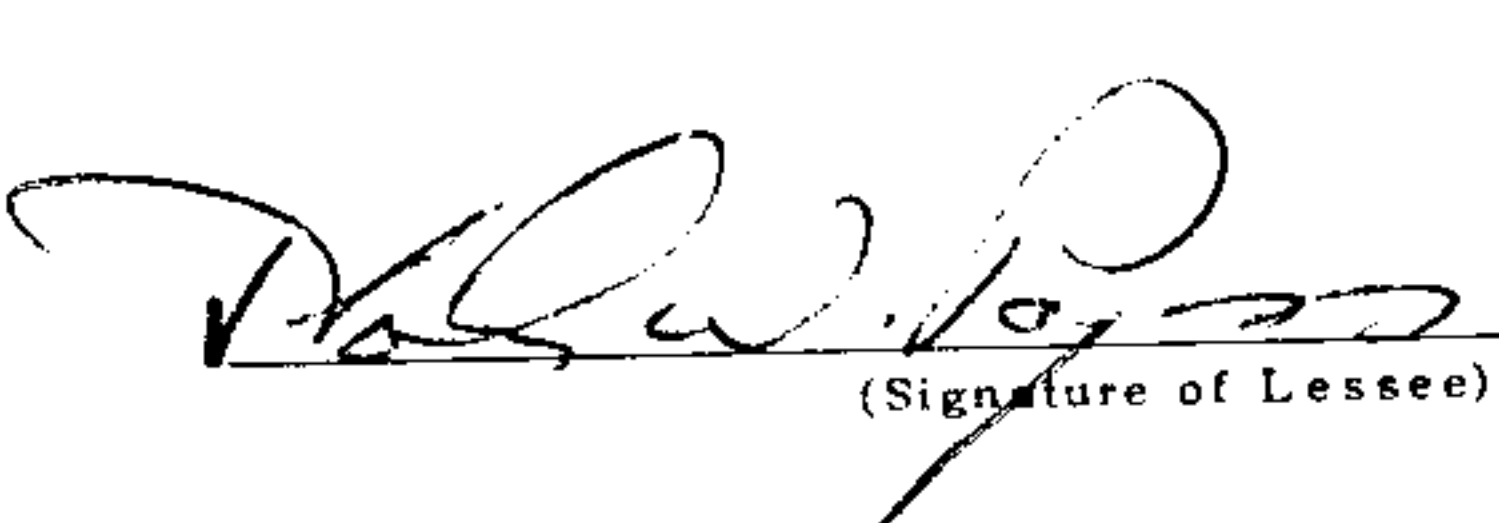
FOREST SUPERVISOR

at BRIDGER-TETON NATIONAL FOREST

FOREST SERVICE BUILDING

JACKSON, WY 83001

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

  
(Signature of Lessee)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE\*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of

Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

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

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

\* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as

amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483-485); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y-16, Note).

*Sign on reverse*

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

- (a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or
- (b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency, reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U. S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

- (a) Within 500 feet of either side of the centerline of any and all roads and/or highways within the lease area.
- (b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.
- (c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoirs located within the lease area.
- (d) Within 400 feet of any and all springs within the lease area.
- (e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

✓ 11/20/82  
DATE

✓ *[Signature]*  
SIGNATURE



SURFACE DISTURBANCE STIPULATION

1. Notwithstanding any provision of this license/permit/lease to the contrary, any drilling, construction or other operation on the lands covered by this license/permit/lease that will disturb the surface thereof or otherwise affect the environment (hereinafter called "surface disturbing operation") conducted by licensee/permittee/lessee shall be subject, as set forth in this stipulation, to the prior approval of such operation by the authorized officer of the Geological Survey in consultation with the Forest Service, and to such reasonable conditions not inconsistent with the purposes for which this license/ permit/lease is issued, as the authorized officer may require to protect the surface of these lands and the environment.
2. Prior to entry upon the land, or the disturbance of the surface thereof, for drilling or other purposes, the licensee/permittee/lessee shall submit for approval the appropriate number of copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the authorized officer of U.S. Geological Survey and the Forest Service Officer, as shown in Item 12 of BLM Form 3109-3. The plan of operation must assure adequate protection of drainages, water bodies, springs, or fish and wildlife habitat, steep slopes or fragile soil.
3. An environmental analysis will be made by the Geological Survey, in consultation with the Forest Service, 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.

Upon completion of said environmental analysis, the authorized officer of the Geological Survey shall notify the licensee/permittee/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.
  - (c) The manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.
4. The licensee/permittee/lessee agrees that during periods of adverse conditions due to climatic factors such as thawing, heavy rains, or flooding, all activities creating irreparable or extensive damage, as determined by the Forest Service, will be suspended or the plan of operation modified and agreed upon.

5. PROTECTION OF CULTURAL AND PALEONTOLOGICAL RESOURCES

(a) The Forest Service is responsible for assuring that the area to be disturbed on this license/permit/lease is inventoried to determine the presence of cultural resources and to specify those cultural resources requiring protection and/or mitigation measures to be undertaken by the operator.

Unless notified to the contrary by the Forest Service, the operator may, at his discretion and cost, conduct the inventory on the lands to be disturbed. This intensive inventory must be done by, or under the supervision of, a qualified archeologist approved by the Forest Service. Upon review of the inventory report, the Forest Service will specify those cultural resources requiring protection and/or mitigation measures to be undertaken by the operator. All costs of protection and salvage of cultural resource values will be borne by the operator and all data and materials salvaged will remain under the jurisdiction of the U.S. Government as appropriate.

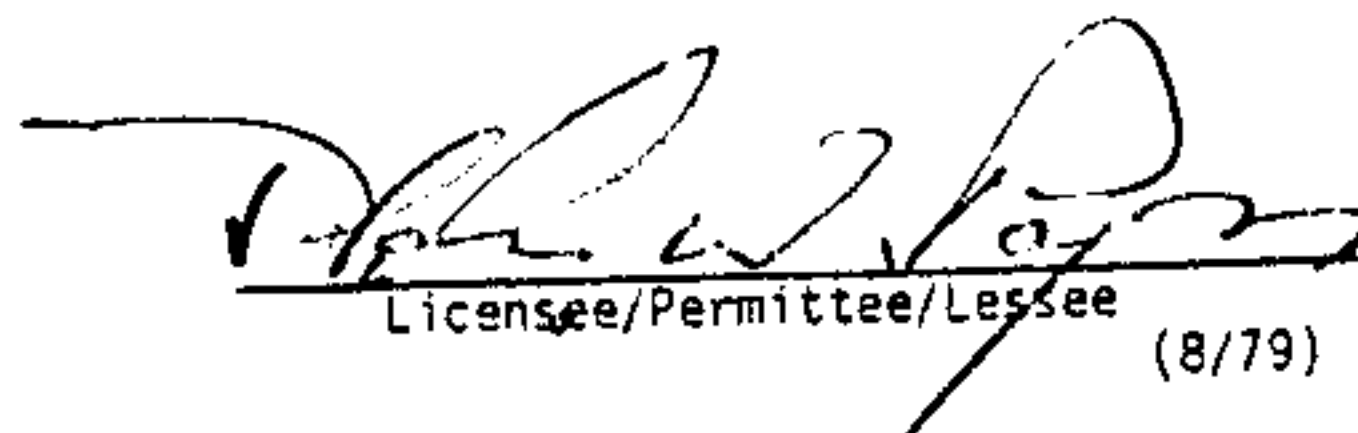
(b) The operator shall bring to the attention of the Forest Service and the authorized officer of the U.S. Geological Survey, significant paleontological values encountered in areas to be disturbed, for evaluation and for instructions as to the appropriate action to be followed by the operator.

(c) The operator shall immediately cease operations in areas in which any antiquities or other objects of historic or scientific interest are discovered and bring the discovery to the attention of the Forest Service and the authorized officer of the U.S. Geological Survey. Any such discoveries shall be left intact until the operator is permitted to proceed by the authorized officer of the U.S. Geological Survey.

6. PROTECTION OF ENDANGERED OR THREATENED SPECIES

The Forest Service is responsible for assuring that the area to be disturbed is examined, prior to undertaking any ground disturbing activities on lands covered by this license/permit/lease, to determine effects upon any plant or animal species listed or proposed for listing as endangered or threatened, or their habitats. The findings of this examination may result in some restrictions to the operator's plans or even disallow any use and occupancy that would detrimentally affect any of the endangered or threatened plant or animal species.

The operator may, at his discretion and cost, conduct the examination on the lands to be disturbed. This examination must be done by or under the supervision of a qualified resource specialist approved by the Forest Service. an acceptable report must be provided to the Forest Service identifying the anticipated effects of the proposed action on endangered or threatened species or their habitat.

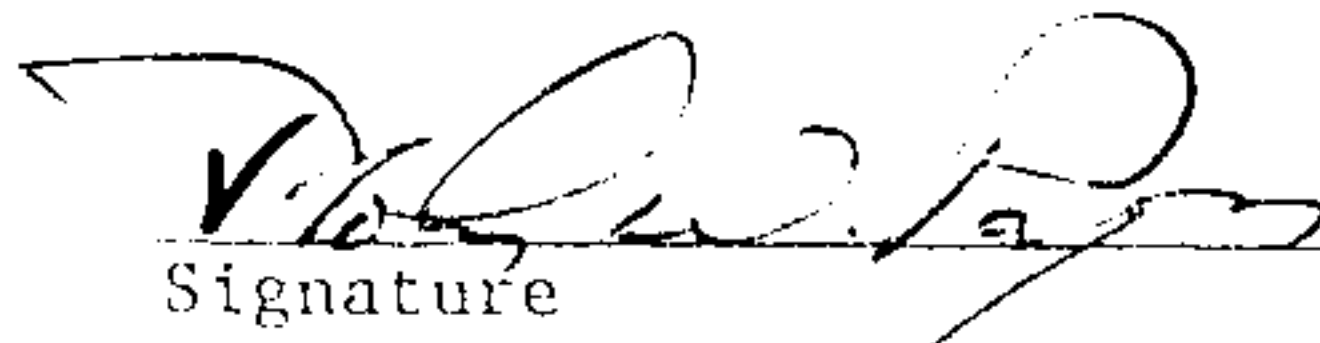
  
Licensee/Permittee/Lessee (8/79)

UNSTABLE SOILS SPECIAL STIPULATION

The lands within this leasehold contain unstable/highly erodible soils. Therefore, prior to entry onto the lands, the lessee (operator) will discuss the proposed activities jointly with the Deputy Conservation Manager, U. S. Geological Survey, or his representative, and the Forest Supervisor, or his representative. Additional measures for the protection of the soils may be required. Such measures may include:

- a. No surface occupancy of selected areas;
- b. Restrictions on surface entry during periods of excessive runoff;
- c. Special reclamation techniques;
- d. Special requirements for reserve pits and drilling fluid systems.

11 Nov 10, 1959  
Date

  
Signature

SPECIAL WILDLIFE HABITAT STIPULATION

This lease area contains critical habitat for certain wildlife species.

Of paramount concern on this lease area are: Asprey and Colorado River  
Cutthroat

Therefore, prior to entry onto the leasehold, the operator will jointly discuss the proposed activities with the Deputy Conservation Manager, U. S. Geological Survey, or his representative, the Forest Supervisor, or his representative, and the Wyoming Game and Fish Department. Additional measures may be required to protect the above species and habitat features; these include:

- a. No surface occupancy of selected areas;
- b. Restrictions on season of operation;
- c. Special reclamation techniques and/or requirements;
- d. Restrictions on rate of development and spacing and location of wells;
- e. Special road closure requirements.

✓ 11/10/1984  
Date

✓ [Signature]  
Signature



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034

RETURN TO:

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

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

PART I

1. Assignee's Name (50%) M T S Limited Partnership Address (include zip code) P. O. Box 2009 Amarillo, Texas 79189	(50%) American Quasar Petroleum Co. of New Mexico 1700 Broadway, #707 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.

Describe the lands affected by this assignment  
Township 29 North, Range 115 West, 6th P.M.  
Section 32: Lots 3, 4, NE 1/4, N 1/2 SE 1/4  
Containing 319.22 acres, more or less  
Sublette County, Wyoming

Assignment approved as to lands described below

198191

SAME LAND DESCRIPTION AS ITEM 2

RECORDED October 11 1983 3:00 PM  
IN BOOK 69 Dist PAGE 374  
FEES \$ 8.25 Lang & Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*[Signature]*

- |  |      |
|--|------|
| 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  | none |
| 7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. SEE THE ATTACHED RIDER |      |

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 8th day of April, 19 83.

*[Signature]*  
(Assignor's Signature)

John Payson

140 Broadway, 42nd Floor

(Assignor's Address)

New York, New York 10005

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

JUN 1 1983

Assignment approved effective

By

*[Signature]*  
(Authorized Officer)

09484

ACTING Chief, Oil & Gas Section

SEP 30 1983

(Title)

(Date)

# 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 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 Bureau 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 12 day of May, 1983.  
**MTS LIMITED PARTNERSHIP**

**P. O. Box 2009**  
 (Assignee's Address)

Vice President (Assignee's Signature)  
**Mesa Petroleum Co., General Partner**

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

By: J. K. Larsen I declare it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

ATTEST:  
 By: Michael J. Moore

## INSTRUCTIONS

1. Assignment of record title interest in oil and gas leases. If more than one assignment is made, a separate instrument of transfer must be prepared for each assignment.

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

3. Assignment - Assignment, if approved, takes effect on the first day of the month following the date of filing of the required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3106). If bond is necessary, it must be furnished prior to approval of the assignment.

4. Assignment to 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 2.486(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:

State of Florida

County of State at Large

The foregoing instrument was acknowledged before me by John W. Payson

this 8 day of April, 1983.

Witness my hand and official seal.

My Commission Expires:

Paula D. Swin  
 Notary Public

# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-20899
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☒ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

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

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

Executed this 28th day of April, 19 83.

AMERICAN OIL & GAS PETROLEUM CO. OF NEW MEXICO

[Signature]  
(Assignee's Signature)

1700 Broadway, Suite 707

(Assignee's Address)

F. W. McWilliams, Attorney in Fact

Denver, Colorado 80290

(City)

(State)

(Zip Code)

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

Assignor hereby excepts and reserves an obligation equal to \$15,000.00 per acre for the number of acres assigned hereby, the same to be paid out of six and one quarter percent of the proceeds 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 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 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 twenty five percent of the amount that was paid for the Assignment.

Date Apr 8, 1983

Signed for Identification

[Signature]



**CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE**

WHEREAS, under date of April 16, 1982, a certain oil and gas mining lease was executed by Jennie B. Jordan & Theodore L. Jordan, Dorothy B. Newcomb, a.k.a. Dorothea B. Newcomb and Jacqueline J. Wilson, as lessor.

unto American Quasar Petroleum Co. of New Mexico, as lessee.

which lease is recorded in Book 65, at Page 519, of the records of Sublette County,

State of Wyoming, and which lease covered certain lands situate in said Sublette

County, State of Wyoming, described therein as follows, to-wit:

The NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 23 and the W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$  of Section 24

198192

RECORDED <u>October 11</u>	1983 <u>3:00 PM</u>
IN BOOK <u>69</u>	PAGE <u>377</u>
FEES \$ <u>6.50</u> <u>Lain J. Yake</u> COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Dorothy B. Newcomb*

of Section \_\_\_\_\_, Township 30N, Range 114W,

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately described as follows, to-wit:

the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 23 and the W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$  of Section 24.

of Section \_\_\_\_\_, Township 30N, Range 114W, and containing 480 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00), cash in hand paid by the above lessee unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 1983

*Jennie B. Jordan* (SEAL)  
Jennie B. Jordan

*Dorothea B. Newcomb* (SEAL)  
Dorothy B. Newcomb, sometimes also known as Dorothea B. Newcomb (SEAL)

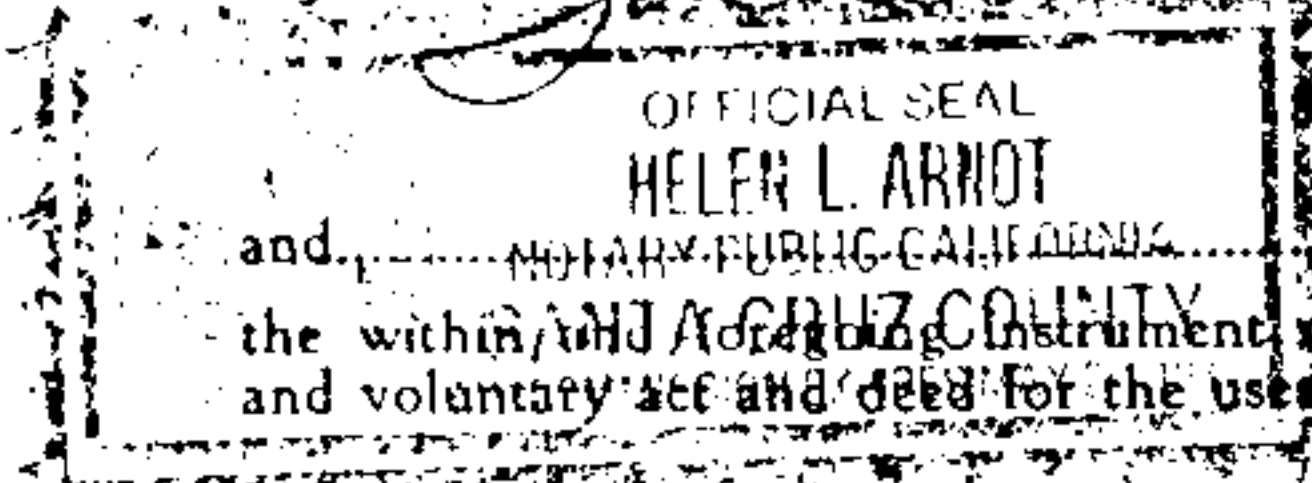
*Theodore L. Jordan* (SEAL)  
Theodore L. Jordan

*Jacqueline J. Wilson* (SEAL)  
Jacqueline J. Wilson

STATE OF California }  
COUNTY OF Santa Cruz } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of January, 1983, personally appeared Dorothea B. Newcomb



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

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

My Commission Expires 5-22-83

*Helen L. Arnot*  
Notary Public.

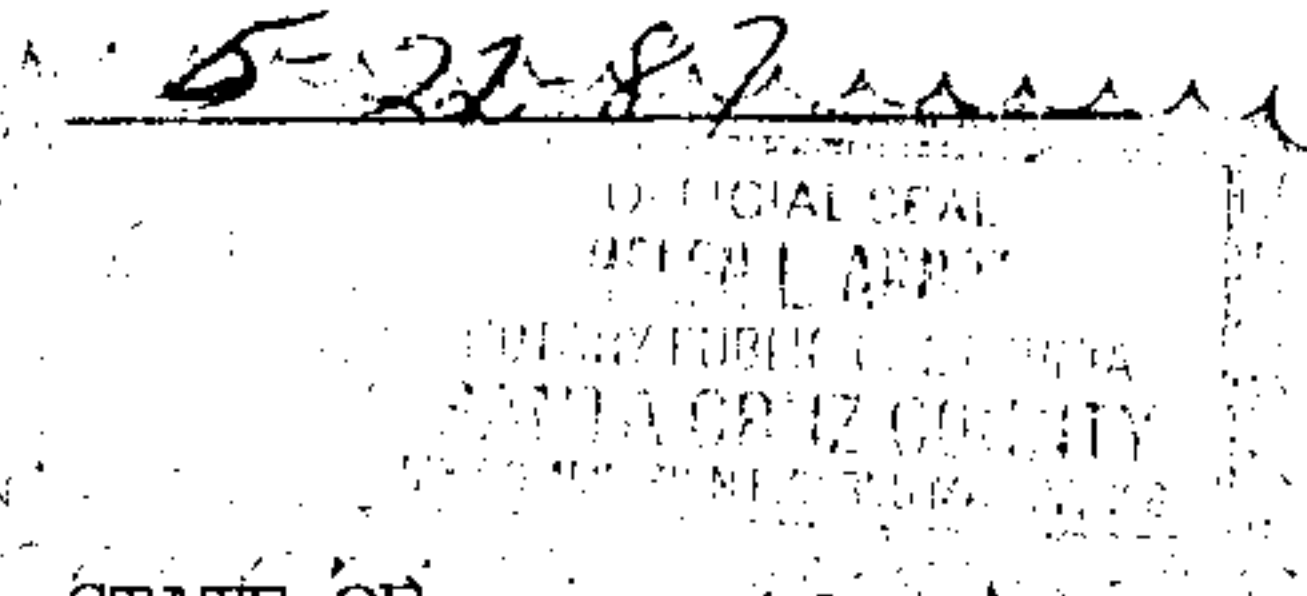
STATE OF California )  
COUNTY OF Santa Cruz ) ss.

## ACKNOWLEDGEMENT-INDIVIDUAL

On the 31 day of June, 1983, personally appeared before me  
Dorothy B. Newcomb, aka Dorothea B. Newcomb, the signer of the above  
instrument, who duly acknowledged to me that she executed the same.

My Commission expires:

WITNESS my hand and official seal.



STATE OF California )  
COUNTY OF San Joaquin ) ss.

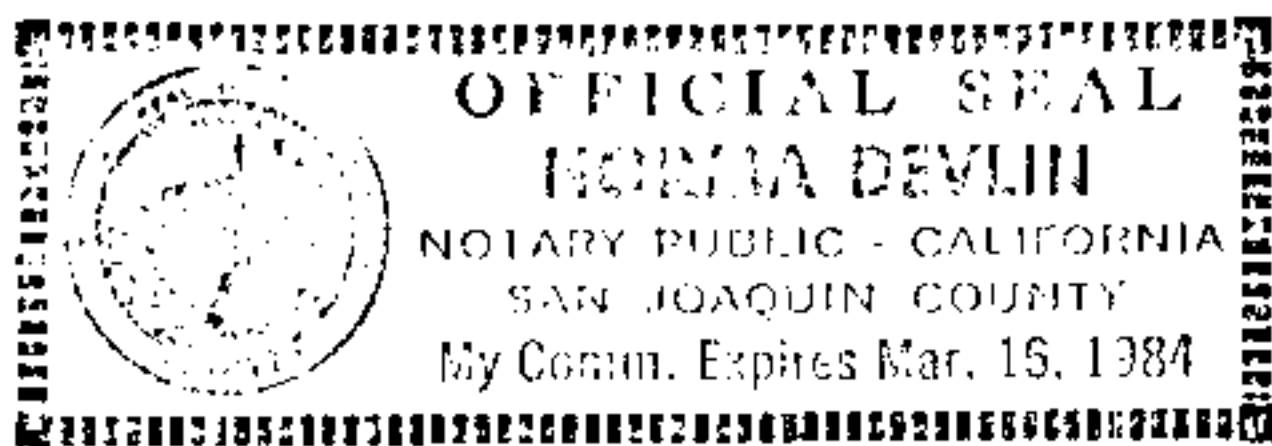
## ACKNOWLEDGEMENT-INDIVIDUAL

On the 7 day of September, 1983, personally appeared before me  
Jacqueline J. Wilson, the signer of the above  
instrument, who duly acknowledged to me that she executed the same.

My Commission expires:

WITNESS my hand and official seal.

March 16, 1984



Norma Devlin  
Notary Public  
1810 Pacific Ave Stockton  
Address

STATE OF Texas )  
COUNTY OF Hidalgo ) ss.

## ACKNOWLEDGEMENT-INDIVIDUAL

On the 22nd day of September, 1983, personally appeared before me  
Jennie B. Jordan & Theodore L. Jordan, the signer of the above  
instrument, who duly acknowledged to me that she executed the same.

My Commission expires:

3-24-84

WITNESS my hand and official seal.

Sylvia Vasquez  
Notary Public  
c/o First National Bank  
Weslaco, TX 78596  
Address

SYLVIA VASQUEZ  
NOTARY PUBLIC  
HIDALGO COUNTY, TEXAS

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-48184

Lease effective date

DECEMBER 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name  
Buckhorn Petroleum Company

Address (include zip code)  
P.O. Box 5928  
Denver, CO 80217

The undersigned, as owner of <sup>40</sup> percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

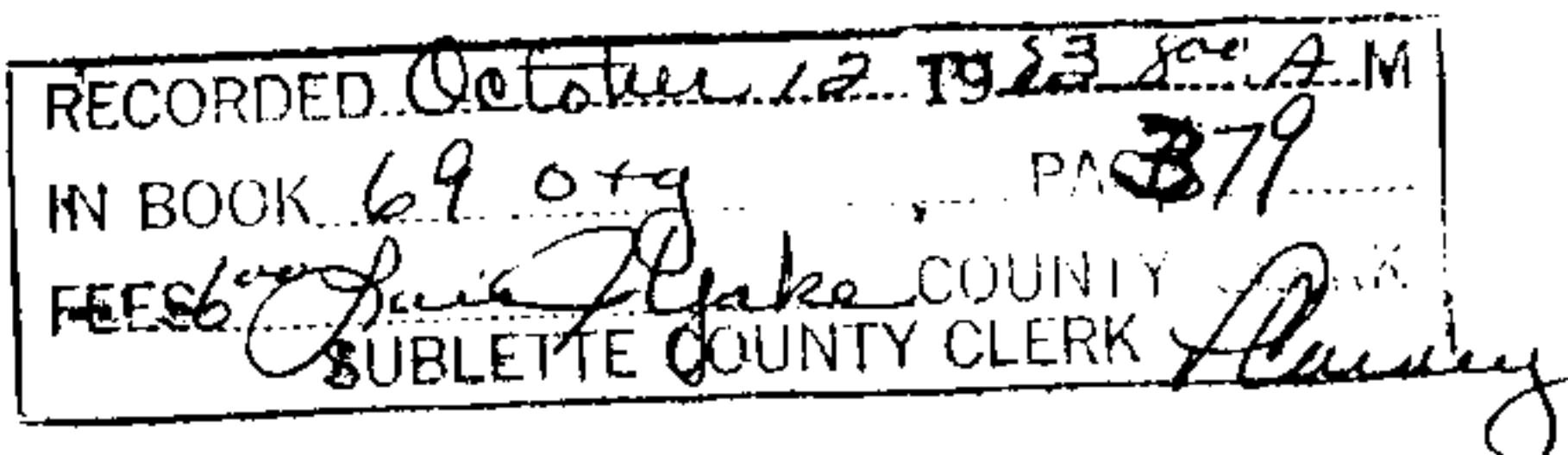
2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 26 North, Range 109 West, 6th P.M.  
Section 1: N/2SW/4

198126

Sublette County, Wyoming



3. Specify ~~interest in record title~~ record title interest being conveyed to assignee

20%

4. Specify ~~interest in record title~~ record title interest being retained by assignor, if any

20%

5. Specify overriding royalty being reserved by assignor

NONE

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

8.4%

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 22nd day of August, 19 83.

Jean Davis

(Assignor's Signature)

410 17th Street Suite 1400

(Assignor's Address)

Denver, Colorado

80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

Land/RJB  
D-8348

(Title)

(Date)

E15-028  
379



STATE OF COLORADO )  
CITY AND )  
COUNTY OF DENVER )

SS.

380

On this 22<sup>nd</sup> day of August, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires February 25, 1986

Robert J. Brown  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202

Address

... condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

#### INSTRUCTIONS

1. *Use of Form* - Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.
2. *Filing and Number of Copies* - File three (3) completed and manually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee must accompany the assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective Date of Assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it must be furnished prior to approval of the assignment.
4. *Statement of Interest of Other Parties* - If assignee is not the sole party in interest in the assignment, assignee must

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

5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does not change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.
6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

#### NOTICE

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

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

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

#### ROUTINE USES:

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

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

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.

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-53372

Lease effective date

February 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Buckhorn Petroleum Company

Address (include zip code)

P.O. Box 5928

Denver, CO 80217

The undersigned, as owner of 40 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

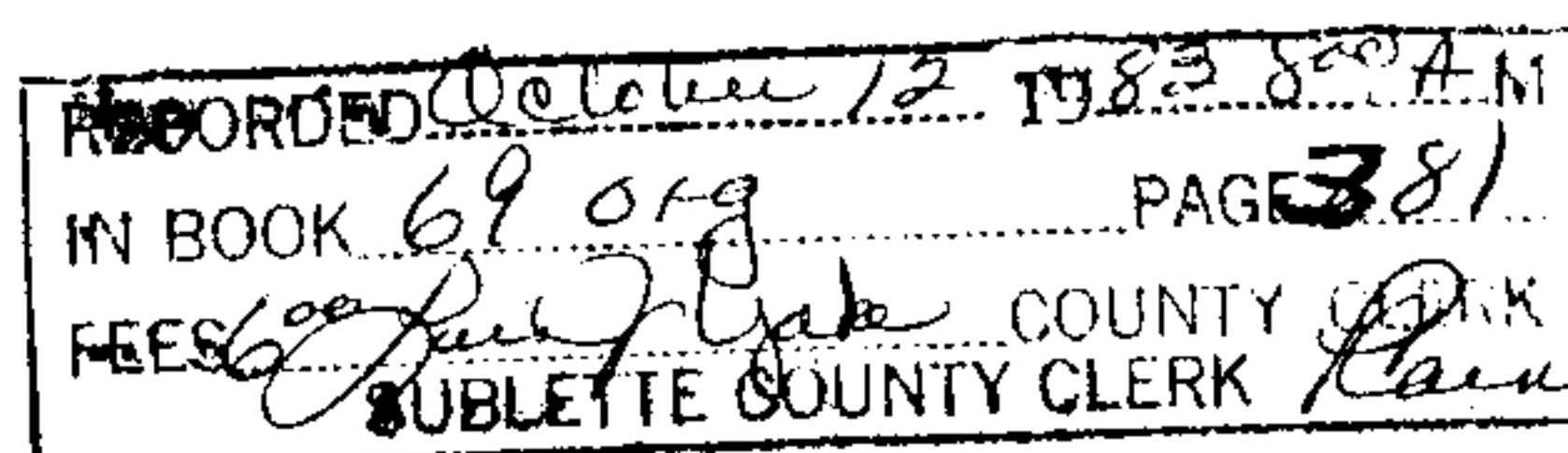
Township 27 North, Range 109 West, 6th P.M.

Section 27: SW $\frac{1}{4}$

Section 34: NE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$

Sublette County, Wyoming

198197



3. Specify ~~XXXXXX~~ record title interest being conveyed to assignee

20%

4. Specify ~~XXXXXX~~ record title interest being retained by assignor, if any

20%

5. Specify overriding royalty being reserved by assignor

None

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

8.4%

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 $\frac{1}{2}$  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 22nd day of August, 1983.

Jean Davis (Assignor's Signature)

410 Seventeenth Street, Suite 1400

(Assignor's Address)

Denver, CO 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date)



382

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

On this 22nd day of August, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

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

My Commission Expires:

My Commission Expires February 25, 1986

[Signature]  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202

Address

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

- |   |  |
|---|--|
| <p>1. <i>Use of Form</i> - 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.</p> <p>2. <i>Filing and Number of Copies</i> - 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.</p> <p>3. <i>Effective Date of Assignment</i> - 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.</p> <p>4. <i>Statement of Interest of Other Parties</i> - If assignee is not the sole party in interest in the assignment, assignee must</p> | <p>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.</p> <p>5. <i>Effect of Assignment</i> - 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.</p> <p>6. A copy of the lease out of which this assignment is made should be obtained from the assignor.</p> |
|---|--|

#### 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.



AFFADAVIT OF OWNERSHIP

W-82,185

CELESTE C. GRYNBERG, being first duly sworn upon oath, deposed and says as follows:

1. That Viking Petroleum, Inc., 2700 Center Building, 2761 East Center Drive, Tulsa, Oklahoma, 74105, is the record owner of 50% interest in the following identified oil and gas lease dated April 2, 1981 from the Commissioner of Public Lands, Lessor, to Viking Petroleum, Inc., Lessee, state lease number W-81-0286 to wit:

**198198**

T 34 N - R 109 W  
Sec. 36: All

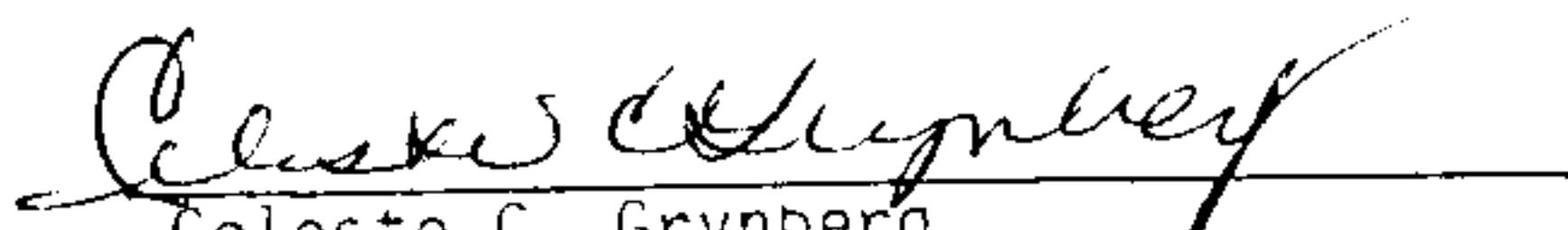
Containing 640.00 acres, more or less.  
Sublette County, Wyoming

RECORDED	October 12 1983 8:00 A.M.
IN BOOK	69 019
PAGE	383
FEES	for Sublette County Clerk

2. That this affiant, CELESTE C. GRYNBERG, is the record owner of the remaining 50% interest in the above-described oil and gas lease and, as a result of an outstanding debt owed Celeste C. Grynberg d/b/a/ Grynberg Petroleum Company (formerly Jack Grynberg and Associates) on this date for lease rentals paid to date on behalf of said Viking Petroleum, Inc. for the above-described lease, as well as other oil and gas leases, CELESTE C. GRYNBERG hereby claims ownership in and to the 50% interest in the above-described oil and gas lease of which Viking Petroleum, Inc. is currently record owner.

FURTHER AFFIANT SAYETH NOT.

Dated this 7th day of October , 1983.

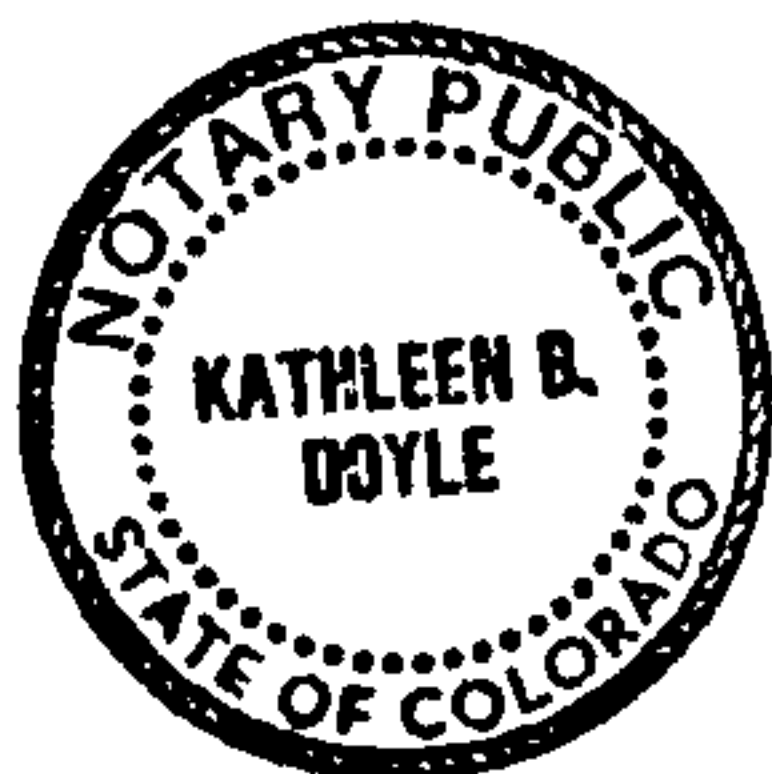
  
Celeste C. Grynberg  
5000 South Quebec, Suite 500  
Denver, Colorado 80237

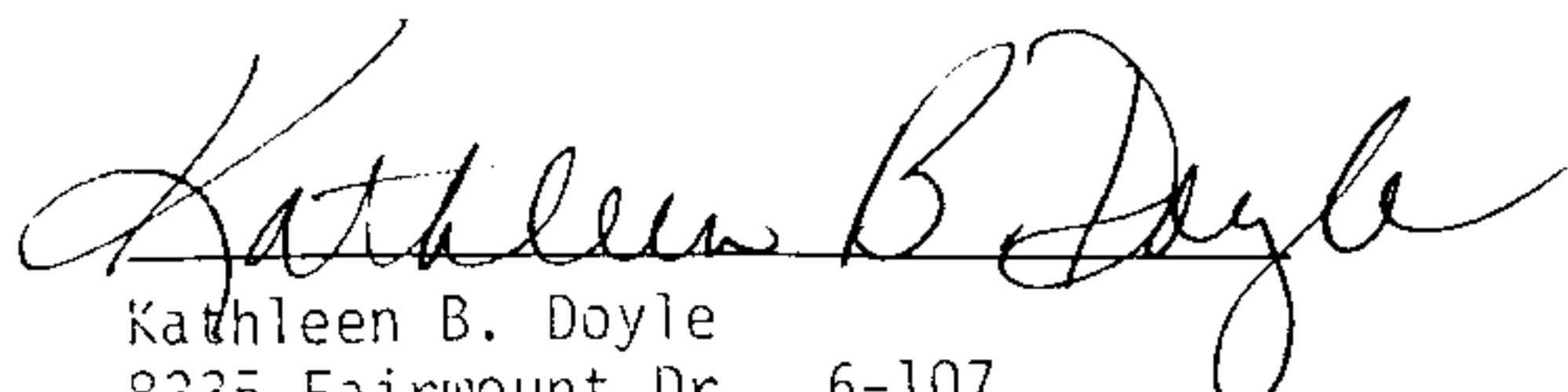
STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) ss.

Celeste C. Grynberg, being first duly sworn upon oath, deposes and says that she has read the foregoing Affidavit of Ownership by her subscribed and knows the contents thereof to be true and correct.

SUBSCRIBED and sworn before me this 7th day of October , 1983.

My Commission Expires: 8/2/87



  
Kathleen B. Doyle  
8335 Fairmount Dr., 6-107  
Denver, CO 80231

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: THAT, the undersigned, JOHN H. MELBY and BARBARA J. MELBY, husband and wife, of 8169 Pierson Court, Arvada, Co 80005, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

JOHN H. MELBY TRUST  
8169 Pierson Court  
Arvada, Co 80005

hereinafter called Assignee, overriding royalty interests to the Assignee as set forth on Exhibit "A" attached hereto and made a part hereof, being the designated interests in all oil, gas and casinghead gas produced, saved and marketed from the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, insofar as said leases respectively cover the land specifically described in Exhibit "A" opposite the separate designations of said leases.

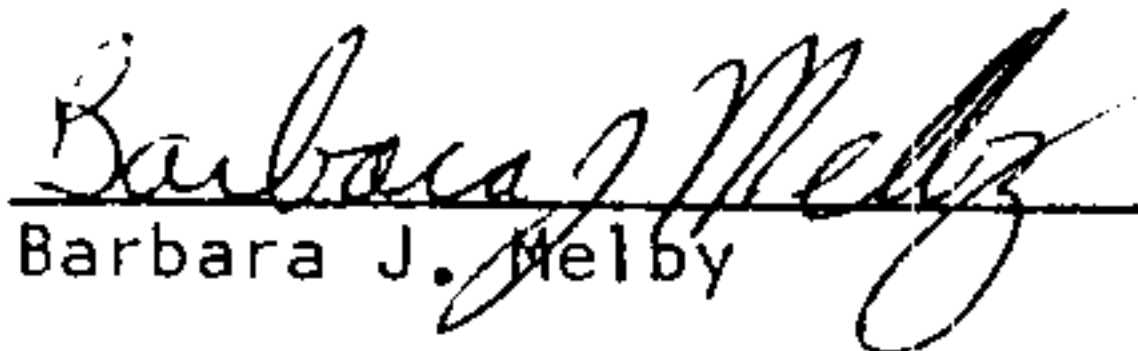
If the oil and gas leases herein described cover less than the entire undivided mineral estate in the hereindescribed lands, then the overriding royalty herein conveyed shall be reduced proportionately.

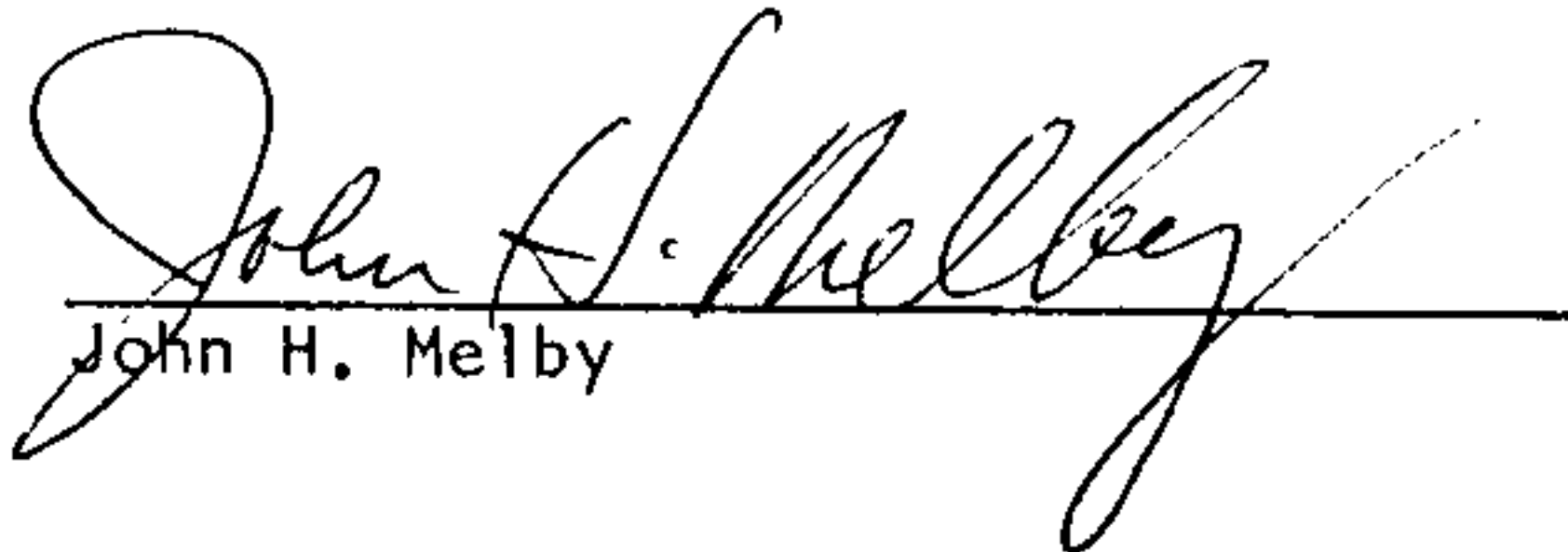
This Assignment is expressly made subject to the provision that the obligation to pay any overriding royalties or payments out of production of oil which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2%, may be suspended by the Secretary of the Interior where such burdens may preclude economical development of the acreage.

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY, this Assignment shall be deemed effective as of the date of first production from the Jefferson 20-24 Well.

IN WITNESS WHEREOF, the Assignor has caused this assignments to be executed this 27th day of September, 1983.

  
Barbara J. Melby

  
John H. Melby

STATE OF COLORADO )  
 ) SS  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 27th day of September, 1983, by John H. Melby and Barbara J. Melby, husband and wife.

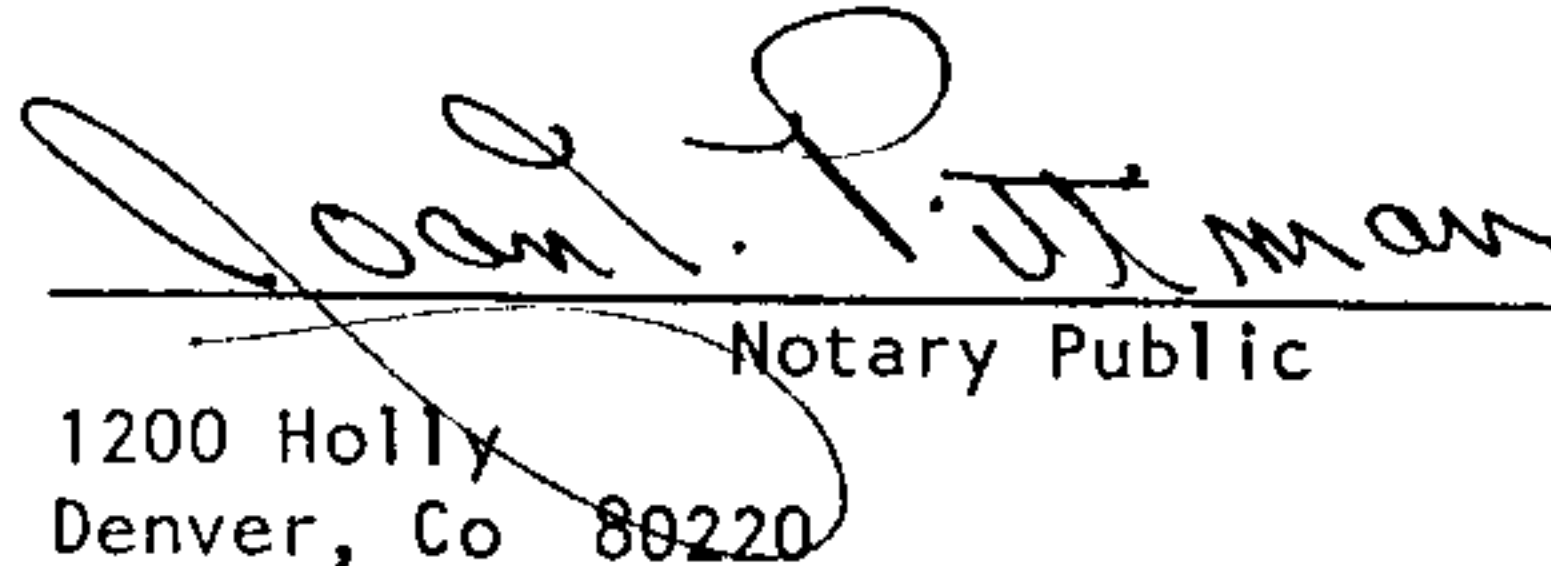
Witness my hand and official seal.

My Commission Expires:

April 8, 1986

PUBLIC

STATE OF COLORADO

  
Notary Public  
1200 Holly  
Denver, Co 80220

198199

RECORDED	October 12 1983	8:00 AM
IN BOOK	64	PAGE 384
FEES	6.00	
COUNTY CLERK		
SUBLETTE COUNTY CLERK		

LEASE NO.

LESSOR

ORR INTEREST  
ASSIGNED

LEASE  
DATE

SUBLETTE COUNTY, WYOMING

DESCRIPTION

USA W-0320797

.3125%

12-1-65

Township 27 North, Range 110 West 6th P.M.  
Section 23: S/2  
Section 26: N/2, SW/4, N/2SE/4, SW/4SE/4



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-7577

Lease effective date  
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Buckhorn Petroleum Company  
Address (include zip code)  
P.O. Box 5928 T.A.  
Denver, CO 80217

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 28 North, Range 109 West, 6th P.M.  
Section 18: Lots 1,2, E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$   
containing 292.47 acres, more or less.

198247

Sublette County, Wyoming

RECORDED October 17 1982 8:00 AM  
IN BOOK 69 D.S. PAGE 386  
FEES \$ 6.00 Paul Messinger COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Paul Messinger*

- |   |      |
|---|------|
| 3. Specify <del>XXXXXXXXXXXXXXXXXXXX</del> record title interest being conveyed to assignee   | 50%  |
| 4. Specify <del>XXXXXXXXXXXXXXXXXXXX</del> 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   | 8%   |
| 7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. |      |

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

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

Executed this 23rd day of September, 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, CO 80202  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

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

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

On this 23rd day of September, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

**My Commission Expires February 25, 1986**

Valent B. Bae  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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

## ROUTINE USES:

- (1) 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.

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-7573-A

Lease effective date  
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name  
BUCKHORN PETROLEUM CO.

Address (include zip code)  
P. O. Box 5928, T. A.  
Denver, Colorado 80217

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

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 28 North, Range 109 West, 6th P.M.  
Section 22: All

198243

Sublette County, Wyoming

RECORDED October 17 1983 8:00 A.M.  
IN BOOK 69 D & H PAGE 388  
FEES \$ 6.00 Rainey COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

W. Dorothy M. Stine

3. Specify interest in record title interest being conveyed to assignee	50.0%
4. Specify interest in record title interest being retained by assignor, if any	50.0%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%
7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

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

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

Executed this 19th day of September, 1983 .  
DAVIS OIL COMPANY, A Partnership

Paul Messinger  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400  
(Assignor's Address)  
Denver, Colorado 80202  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_ (Title) \_\_\_\_\_ (ate)



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

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

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

On this 20<sup>th</sup> day of September, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

My Commission Expires January 20, 1986

Robert B. Murray  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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

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

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.

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-7575-A

Lease effective date  
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Buckhorn Petroleum Company

Address (include zip code)

P.O. Box 5928 T.A.

Denver, CO 80217

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 28 North, Range 109 West, 6th P.M.

Section 28: All

Section 29: All

Section 31: Lots 1,2,3,4, E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$

Sublette County, Wyoming

198249

RECORDED

IN BOOK

FEE \$

SUBLETTE COUNTY, PINEDALE, WYOMING

October 17 1983 8:00 AM

69 PAGE 390

County Clerk

3. Specify ~~XXXXXX~~ record title interest being conveyed to assignee

50%

4. Specify ~~XXXXXX~~ 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

8%

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

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

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

Executed this 16th day of September, 1983.  
DAVIS OIL COMPANY, A Partnership

410 Seventeenth Street, Suite 1400

(Assignor's Address)

Denver, CO 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date)



## 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.

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

2. Filing and Number of Copies — File three (3) completed

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

On this 16th day of September, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

My Commission Expires February 25, 1986

Robert J. Brown  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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.



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-A

Lease effective date  
September 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  
BUCKHORN PETROLEUM CO.

Address (include zip code) P. O. Box 5928  
Denver, CO 80217

The undersigned, as owner of <sup>Tr. I-50</sup> percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee <sup>Tr. II-100</sup> 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 28 North, Range 109 West, 6th P.M.

Tract I-  
Section 32: All  
Section 34: All

Tract II-  
Section 35: All

198250

RECORDED October 17 1983 8:00A M  
IN BOOK 69 D & S PAGE 392  
FEES \$6.00 Lain Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*[Signature]*

Sublette County, Wyoming

Tr. I Tr. II

3. Specify interest conveyed to assignee	12.5%	50.0%
4. Specify interest retained by assignor, if any	37.5%	50.0%
5. Specify overriding royalty being reserved by assignor	NONE	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%	8.0%

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

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

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

Executed this 26th day of September, 1983.  
DAVIS OIL COMPANY, A Partnership

*[Signature]*  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

(Title) (Date)

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

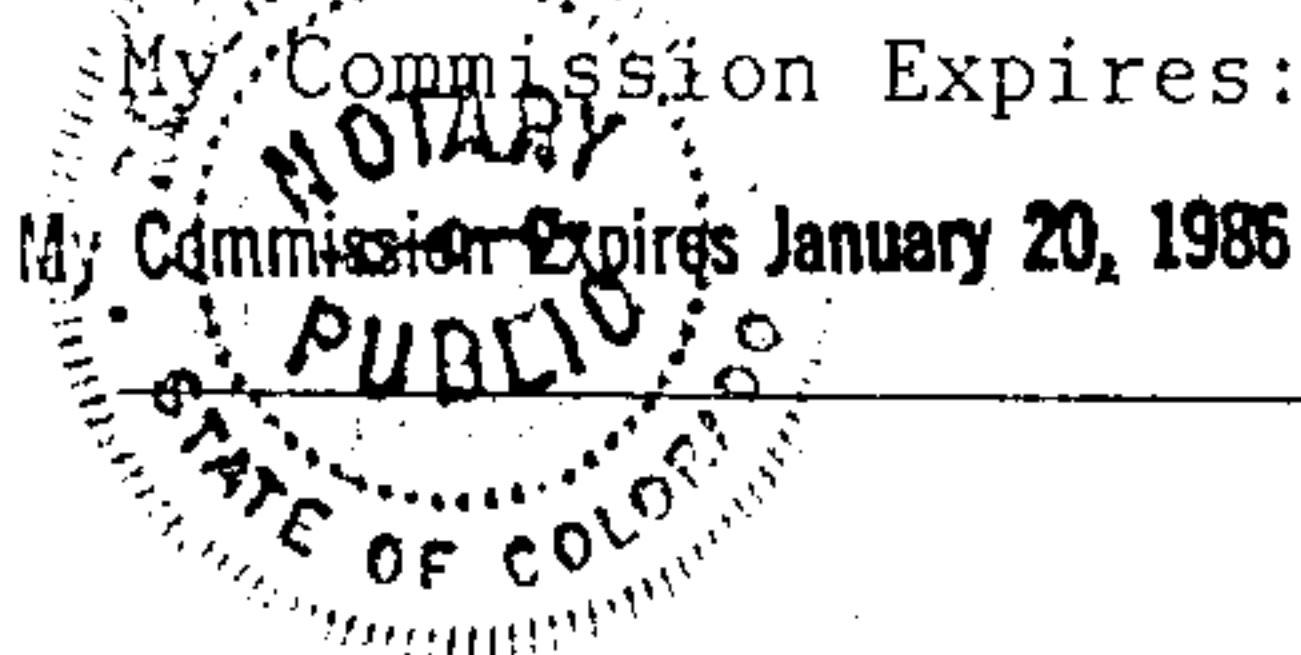
\_\_\_\_\_  
(Zip Code)

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

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

On this 26<sup>th</sup> day of September, 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 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.



Robert B. Murray  
Notary Public  
410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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

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

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.



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-7577-B

Lease effective date  
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Buckhorn Petroleum Company

Address (include zip code)  
P.O. Box 5928 T.A.  
Denver, CO 80217

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

\*Tract 1: 50%                      Tract 2: 100%

Township 29 North, Range 109 West, 6th P.M.  
Section 32: All - Tract 1  
Section 33: All - Tract 2

Sublette County, Wyoming

198251

RECORDED	October 17	1983	8:00 PM
IN BOOK	69	Doc	PAGE 394
FEES \$	6.00	Lainy Yake	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. [Signature]*

3. Specify <del>XXXXXX</del> record title interest being conveyed to assignee	50%- Tr. 1 50%- Tr. 2
4. Specify <del>XXXXXX</del> record title interest being retained by assignor, if any	None- Tr. 1 50% - Tr. 2
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8% - Tr. 1 8% - Tr. 2

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

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

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

Executed this 26th day of September, 19 83 .  
DAVIS OIL COMPANY, A Partnership

*Paul Messinger*  
Paul Messinger, Attorney in Fact

410 Seventeenth Street, Suite 1400

(Assignor's Address)

Denver, CO 80202

(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

(Title) (Date)



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

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

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

On this 26<sup>th</sup> day of September, 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 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: \_\_\_\_\_

Robert J. Bae  
Notary Public

My Commission Expires February 25, 1986

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202

Address

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

## ROUTINE USES:

- (1) 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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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 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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.  
W-56028

Lease effective date  
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

PART I

1. Assignee's Name

BUCKHORN PETROLEUM CO.

Address (include zip code)

P. O. Box 5928 T.A.  
Denver, CO 80217

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

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 34 North, Range 114 West, 6th P.M.

Section 1: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$

Section 12: E $\frac{1}{2}$

Section 15: All

Sublette County, Wyoming

198252

RECORDED October 17 1983 8:00 AM  
INDEXED 69 Oct PAGE 396  
FEES \$ 6.00 Sam J. Yabe COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Stein*

3. Specify ~~interest or percent~~ assignor's record title interest being conveyed to assignee

50.0%

4. Specify ~~interest or percent~~ of record title interest being retained by assignor, if any

50.0%

5. Specify overriding royalty being reserved by assignor

NONE

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

8.0%

7. If any payments out of production have previously been created out of this 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 $\frac{1}{2}$  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 September, 19 83.  
DAVIS OIL COMPANY, A Partnership

*Paul Messinger*

(Assignor's Signature)

410 17th Street, Suite 1400

(Assignor's Address)

Paul Messinger, Attorney in Fact

Denver, CO 80202

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date)



# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

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

On this 28<sup>th</sup> day of September, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

My Commission Expires January 20, 1986

Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

process the assignment and request for approval.

### ROUTINE USES:

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

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

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.



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-56029

Lease effective date  
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

BUCKHORN PETROLEUM CO.

Address (include zip code)

P. O. Box 5928, T.A.  
Denver, Colorado 80217

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

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

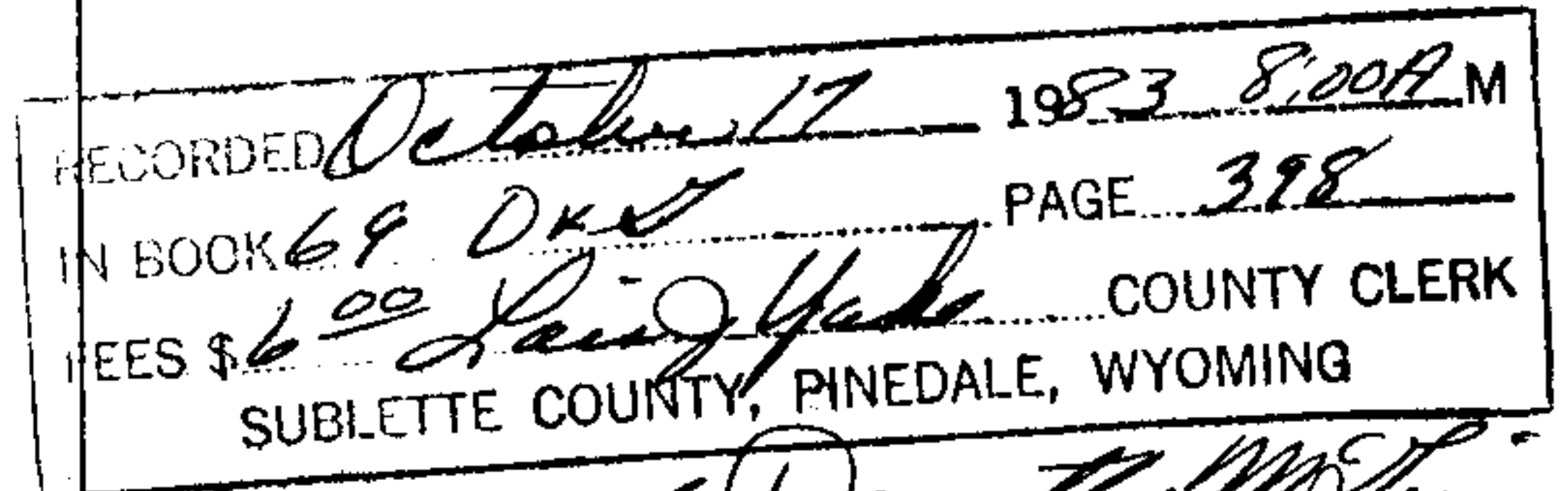
Township 34 North, Range 114 West, 6th P.M.

Section 10: All

Section 11: All

Section 12: W $\frac{1}{2}$

198253



Sublette County, Wyoming

3. Specify interest of assignor's record title interest being conveyed to assignee	50.0%
4. Specify interest of record title interest being retained by assignor, if any	50.0%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7.0%
7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

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

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

Executed this 15th day of September, 1983.  
DAVIS OIL COMPANY, A Partnership

*Paul Messinger*  
(Assignor's Signature)

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

Paul Messinger, Attorney in Fact

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

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

On this 15<sup>th</sup> day of September, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

My Commission Expires January 20, 1986

Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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.



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-52393

Lease effective date  
November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

BUCKHORN PETROLEUM CO.

Address (include zip code)

P. O. Box 5928, T. A.  
Denver, Colorado 80217

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

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

198254

Township 35 North, Range 114 West, 6th P.M.

Section 26: W $\frac{1}{2}$ , SE $\frac{1}{4}$

Section 35: All

Sublette County, Wyoming

RECORDED October 17 1983 8:00 AM  
IN BOOK 69 D-4 PAGE 400  
FEES \$ 6.00 Lang Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*A. Dorothy McShine*

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50.0%
4. Specify interest or percent of record title interest being retained by assignor, if any	50.0%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this 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 $\frac{1}{2}$  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 19th day of September, 1983.  
DAVIS OIL COMPANY, A Partnership

*Paul Messinger*  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

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

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

On this 19<sup>th</sup> day of September, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

My Commission Expires January 20, 1986

Robert B. Murray  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

## ROUTINE USES:

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

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

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.

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-52395
Lease effective date
NOVEMBER 1, 1975
FOR BLM OFFICE USE ONLY
New Serial No.

PART I

1. Assignee's Name
Buckhorn Petroleum Company
Address (include zip code)
P.O. Box 5928 T.A.
Denver, CO 80217

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

2. Describe the lands affected by this assignment
Township 35 North, Range 114 West, 6th P.M.
Section 28: All
Section 29: E/2
Section 32: E/2
Section 33: All
Section 34: W/2
containing 2240.00 acres, more or less.
Sublette County, Wyoming

Assignment approved as to lands described below
198255
RECORDED <u>October 17</u> 1983 8:00 AM
N BOOK <u>69</u> PAGE <u>402</u>
FEES \$ <u>6.00</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
<i>[Signature]</i>

3. Specify <del>interest or percent of assignor's</del> record title interest being conveyed to assignee	50%
4. Specify <del>interest or percent of</del> record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8%
7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

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

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

Executed this 14th day of September, 1983.	
DAVIS OIL COMPANY, A Partnership	
<i>[Signature]</i> (Assignor's Signature)	410 17th Street Suite 1400 (Assignor's Address)
Paul Messinger, Attorney in Fact	
	Denver, Colorado 80202 (City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective	By	(Authorized Officer)
Bacon Ridge Unit #1		
D-6184		
	(Title)	(Signature)



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

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

## INSTRUCTIONS

1. Use of Form - Use only for assignment of record title in- | submit at the time of assignment

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

On this 14th day of September, 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 of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_

My Commission Expires February 25, 1986

Robert J. Brown  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

- (4) 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.



4104

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CITIES SERVICE COMPANY,  
P. O. Box 300, Tulsa, Oklahoma 74102 (hereinafter called assignor) being lessee  
under those State of Wyoming Oil and Gas Leases bearing Serial numbers as listed on  
the attached Exhibit, and covering land situated in Sublette County as  
described in the attached Exhibit, for and in consideration of One Dollar (\$1.00),  
the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and  
set over unto CITIES SERVICE OIL AND GAS CORPORATION, P. O. Box 300, Tulsa,  
Oklahoma 74102, (hereinafter called assignee) all of its right, title and interest  
in and to said leases insofar as same covers the land described in Exhibit "A".

TO HAVE AND TO HOLD unto the said CITIES SERVICE OIL AND GAS CORPORATION,  
its successors and assigns, subject to the terms and conditions of said leases, 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 July, 1983.  
Assignment approved by Commissioner of Public Lands: July 25, 1983 without binding  
the State for the payment of any overriding CITIES SERVICE COMPANY  
royalty, 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 By  
for the carrying out of the terms of the Dean Athens, Attorney-in-Fact  
assignment.

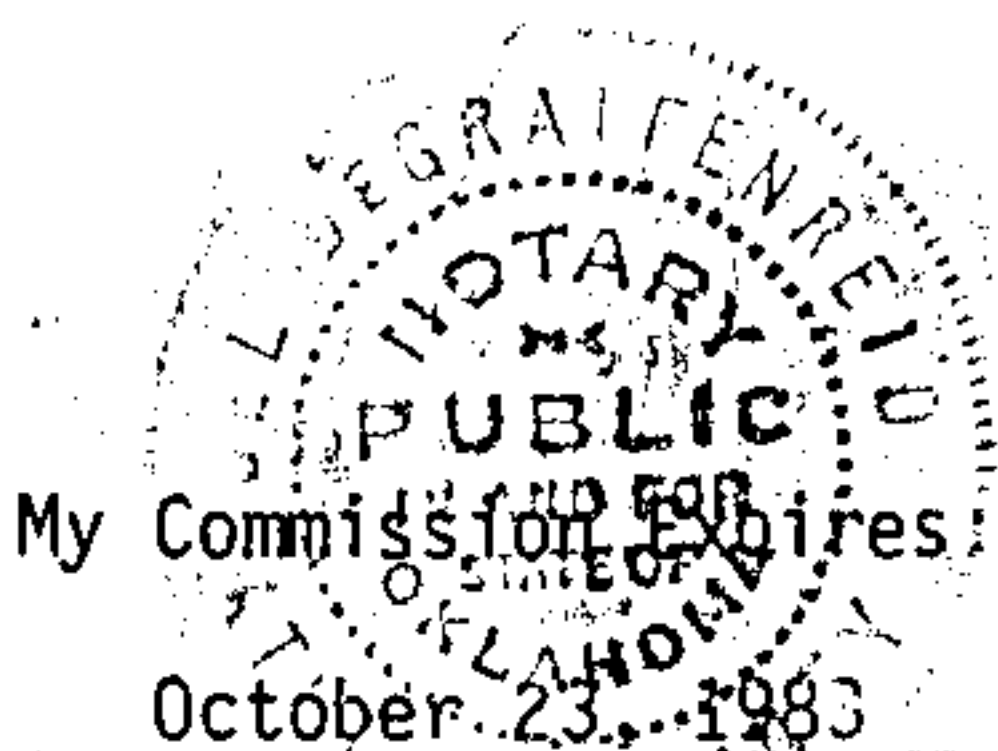
Assignment recorded in the Office of the  
Commissioner of Public Lands: July 26, 1983  
et

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) s.s.

The foregoing instrument was acknowledged before me this 15th day of July,  
1983, by Dean Athens as Attorney-in-Fact for Cities Service Company.

Witness my hand and official seal.



198260

Del DeGraffenreid  
Del DeGraffenreid, Notary Public

RECORDED	<u>October 17</u>	<u>1983 8:00 AM</u>
IN BOOK	<u>69</u>	PAGE <u>404</u>
FEE \$	<u>17.75</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

Deborah M. Stuenkel

EXHIBIT "A"  
SCHEDULE OF OIL AND GAS LEASES  
STATE OF WYOMING  
Sublette County

<u>Cities Lease #</u>	<u>State Lease #</u>	<u>Description</u>
6-4903706	74-28646	S $\frac{1}{2}$ NE $\frac{1}{4}$ Section 28-30N-112W, 6th PM
6-4903731	73-41830	W $\frac{1}{2}$ Section 16-31N-111W, 6th PM
6-4903738	74-4971	Pt. Res. Tr. 45 (Orig. E $\frac{1}{2}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 36) T27N, R115W, 6th PM
6-4903786	74-30706	All of Section 16-28N-106W, 6th PM
6-4904824	75-93758	Pt. Res. Tr. 45 (Orig. SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 36), in T27N, R115W, 6th PM
6-4904889	75-86257	All of Section 36-29N-111W, 6th PM
6-4905788	76-0411	All of Section 16-34N-111W, 6th PM
6-4906197	76-0735	SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34; All of Section 36-27N- 106W, 6th PM
6-4906199	77-0051	All of Section 36-34N-114W, 6th PM
6-4906202	77-0045	All of Section 16-30N-110W, 6th PM
6-4906264	76-0409	All of Section 16-32N-111W, 6th PM
6-4906265	76-0675	All of Section 36-35N-111W, 6th PM
6-4906266	76-0263	All of Section 36-29N-109W, 6th PM
6-4906267	76-0410	- All of Section 36-32N-111W, 6th PM
6-4906268	76-0817	W $\frac{1}{2}$ , SE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{2}$ NE $\frac{1}{4}$ Section 36-33N-109W, 6th PM
6-4906312	77-0332	Lot 8 of Section 22; Lot 2 of Section 23; All of Section 36-30N-110W, 6th PM
6-4906324	77-0327	Lot 4 of Section 18; All of Section 36-27N- 104W, 6th PM
6-4906329	77-0333	All of Section 16-32N-110W, 6th PM
6-4906336	77-0426	E $\frac{1}{2}$ of Section 16-31N-111W, 6th PM
6-4906403	76-0738	All of Section 16-29N-108W, 6th PM
6-4906427	76-0405	All of Section 16-29N-107W, 6th PM
6-4906483	77-0544	E $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 31-37N-110W, 6th PM
6-4906490	77-0425	All of Section 16-29N-109W, 6th PM
6-4906602	77-0670	All of Section 36-31N-110W, 6th PM
6-4906603	77-0793	S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ Section 22-33N-113W, 6th PM
6-4906622	78-0071	All of Section 16-35N-111W, 6th PM
6-4906701	77-0421	All of Section 36-28N-108W, 6th PM
6-4906724	77-0606	All of Section 36-29N-108W, 6th PM

EXHIBIT "A"  
SCHEDULE OF OIL AND GAS LEASES  
STATE OF WYOMING  
Sublette County

<u>Cities Lease #</u>	<u>State Lease #</u>	<u>Description</u>
6-4906797	78-0584	All of Section 16-28N-108W, 6th PM
6-4906829	77-0672	All of Section 16-34N-112W, 6th PM
6-4906830	77-0671	All of Section 16-33N-112W, 6th PM
6-4906922	77-0473	All of Section 16; SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 17-27N-105W, 6th PM
6-4907529	76-0259	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 19; Lots 3, 4, Section 30-28N- 106W, 6th PM
6-4907530	79-0261	All of Section 36-30N-106W, 6th PM
6-4907531	78-0449	All of Section 16-30N-105W, 6th PM
6-4907654	79-0200	All of Section 36-35N-113W, 6th PM
6-4908069	76-0262	NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 16-31N-108W, 6th PM
6-4908075	76-0734	Res. Lot 6 (Orig. Lot 3), Section 7; SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18-27N-106W, 6th PM
6-4908115	80-0212	W $\frac{1}{2}$ Section 16-35N-112W, 6th PM



# ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO.  
W-60125

KNOW ALL MEN BY THESE PRESENTS:  
MELBOURNE CONCEPT

That PROFIT SHARING TRUST, hereinafter called the "Assignor" for consideration of ONE DOLLAR (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, AND CONVEY unto Frank N. Critelli, 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225 hereinafter called the "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 1-1-78 to William T. Rogers, in which "Assignor" herein reserved a Production Payment of thirty-three and one-third (33-1/3%) percent of \$10,000.00 per acre out of 5 % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign ALL of its interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to William T. Rogers detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 31N; Range 109W; 6th P.M.  
Sec. 19: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E $\frac{1}{2}$ ,  
Sec. 29: W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ ,  
Sec. 30: E $\frac{1}{2}$   
Township 31N; Range 110W;  
Sec. 24: E $\frac{1}{2}$ ,  
Sec. 25: ALL

Containing 2356.99 acres, more or less, in Sublette County, Wyoming.

Dated this 23rd day of September, 1983.  
MELBOURNE CONCEPT PROFIT SHARING TRUST  
Frank N. Critelli, Trustee 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225  
"Assignor" Address  
Frank N. Critelli, Trustee

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK: SS.  
COUNTY OF ERIE :

The foregoing instrument was acknowledged before me this 23rd day of September, 1983, by Frank N. Critelli  
MELBOURNE CONCEPT PROFIT SHARING TRUST  
Frank N. Critelli, Trustee

Lynn M. Ritchie  
Notary Public

My Commission Expires

LYNN M. RITCHIE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

198268

October 18	1983 8:00 P.M.
69 Over	PAGE 407
400 Land Yaks	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

My Dorothy M. Turner

## ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO.  
W-64230

KNOW ALL MEN BY THESE PRESENTS:

MELBOURNE CONCEPT

That PROFIT SHARING TRUST, hereinafter called the "Assignor" for consideration of ONE DOLLAR (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, AND CONVEY unto Frank N. Critelli, 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225 hereinafter called the "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 8-1-78 to Energy Reserves Group, Inc.

Production Payment of thirty-three and one-third (33-1/3%) percent of \$10,000.00 per acre out of 5 % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign ALL of its interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Energy Reserves Group, Inc. detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 27N; Range 107W;

Sec. 1: Lots 1, 3, 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ ,Sec. 12: Lots 1, 2, 3, W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ ,

Containing 1009.80 acres in Sublette County, Wyoming.

Dated this 23rd day of September, 19 83

MELBOURNE CONCEPT PROFIT SHARING TRUST

Frank N. Critelli, Trustee

2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225

"Assignor"

Address

Frank N. Critelli, Trustee

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK: SS.  
COUNTY OF ERIE :The foregoing instrument was acknowledged before me this 23rd day of September, 1983, by Frank N. CritelliMELBOURNE CONCEPT PROFIT SHARING TRUSTFrank N. Critelli, TrusteeLynn M. Ritchie  
Notary Public

My Commission Expires \_\_\_\_\_

LYNN M. RITCHIE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

198269

RECORDED <u>October 18</u>	1983 8:00 AM
IN BOOK <u>69</u>	PAGE <u>408</u>
FEE \$ <u>4.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

Dorothy M. Jones

# ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO.  
W-64236

KNOW ALL MEN BY THESE PRESENTS:

MELBOURNE CONCEPT

That PROFIT SHARING TRUST, hereinafter called the "Assignor" for consideration of ONE DOLLAR (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, AND CONVEY unto Frank N. Critelli, 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225 hereinafter called the "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 8-1-78 to Energetics, Inc.

, in which "Assignor" herein reserved a Production Payment of thirty-three and one-third (33-1/3%) percent of \$10,000.00 per acre out of 5 % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign ALL of its interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Energetics, Inc. detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 30N; Range 111W;

Sec. 6: Lots, 1, 2, 3, 4,

Sec. 9: ALL

Sec. 17: N $\frac{1}{2}$ NW $\frac{1}{4}$ ,

Sec. 24: SE $\frac{1}{4}$ NW $\frac{1}{4}$ ,

Sec. 25: SW $\frac{1}{4}$ SE $\frac{1}{4}$ ,

Containing 958.69 acres, more or less in Sublette County, Wyoming.

Dated this 23rd day of September, 1983

MELBOURNE CONCEPT PROFIT SHARING TRUST

Frank N. Critelli, 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225  
"Assignor"  
Frank N. Critelli, Trustee Address

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK: SS.  
COUNTY OF ERIE :

The foregoing instrument was acknowledged before me this 23rd day of September, 1983, by Frank N. Critelli

MELBOURNE CONCEPT PROFIT SHARING TRUST  
Frank N. Critelli, Trustee

Lynn M. Ritchie  
Notary Public

My Commission Expires \_\_\_\_\_

LYNN M. RITCHIE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

198270

RECORDED <u>October 18</u>	19 <u>83</u> <u>8:00 AM</u>
IN BOOK <u>69 D-8</u>	PAGE <u>409</u>
FEES \$ <u>4.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

Donna M. Quinn



410  
ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO.  
W-66197

KNOW ALL MEN BY THESE PRESENTS:

MELBOURNE CONCEPT

That PROFIT SHARING TRUST, hereinafter called the "Assignor" for consideration of ONE DOLLAR (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, AND CONVEY unto Frank N. Critelli, 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225 hereinafter called the "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 3-1-79 to Energy Reserves Group, Inc., in which "Assignor" herein reserved a Production Payment of thirty-three and one-third (33-1/3%) percent of \$10,000.00 per acre out of 5 % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign ALL of its interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Energy Reserves Group, Inc. detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 27N; Range 106W; 6th P.M.

Sec. 18: SE $\frac{1}{4}$

Township 27N; Range 107W; 6th P.M.

Sec. 3: SW $\frac{1}{4}$

Sec. 11: SW $\frac{1}{4}$

Sec. 13: SW $\frac{1}{4}$

Township 28N; Range 107W; 6th P.M.

Sec. 33: SW $\frac{1}{4}$

Containing 800.00 acres, in Sublette County, Wyoming.

Dated this 23rd day of September, 1983.

MELBOURNE CONCEPT PROFIT SHARING TRUST

Frank N. Critelli, Trustee 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225  
"Assignor" Address  
Frank N. Critelli, Trustee

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK: SS.  
COUNTY OF ERIE :

The foregoing instrument was acknowledged before me this 23rd day of September, 1983 by Frank N. Critelli.

MELBOURNE CONCEPT PROFIT SHARING TRUST

Frank N. Critelli, Trustee

Lynn M. Ritchie  
Notary Public

My Commission Expires \_\_\_\_\_

LYNN M. RITCHIE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

198371

RECORDED	<u>October 18</u>	19 <u>83</u>	<u>8:00</u> AM
IN BOOK	<u>69</u>	<u>028</u>	PAGE <u>410</u>
FEE \$	<u>4.00</u>	<u>Lucy Yake</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

Barbara M. Miller

WHEREAS, the undersigned, are/is the present record owner/owners and holder/holders of the Oil and Gas Lease/Leases recorded in the Office of the County Clerk and Recorder of the County of Sublette, State of Wyoming, and described below:

<u>LESSOR AND LANDS IN LEASE</u>	<u>DATE OF LEASE</u>	<u>RECORDED BOOK</u>	<u>PAGE</u>
WY 01619 Gordon M. Mickelson et ux BUT INSOFAR ONLY AS IT COVERS: <u>Township 33 North, Range 114 West, 6th P.M.</u> Section 1: $NE\frac{1}{4}SE\frac{1}{4}$ , $S\frac{1}{2}SE\frac{1}{4}$ , $SE\frac{1}{4}SW\frac{1}{4}$ Section 12: $N\frac{1}{2}NW\frac{1}{4}$ , $SW\frac{1}{4}NW\frac{1}{4}$ , $NE\frac{1}{4}NE\frac{1}{4}$ , $S\frac{1}{2}NE\frac{1}{4}$	August 28, 1975	Book 51 O&G,	Page 593

WHEREAS, under the terms of said lease/leases, lessee is given the right at any time or times to release and surrender all or any portion of said lease/leases and thereafter be relieved of any and all obligations under said lease/leases;

NOW, THEREFORE, the undersigned do/does hereby cancel, release, relinquish, surrender and quitclaim unto the Lessor/Lessors named in said lease/leases, his/her/their/its heirs, successors, representatives and assigns, all of his/her/their/its right, title and interest in and to said lease/leases.

DATED THIS 11th DAY OF August, 19 83.

ATTEST:

DEPCO, Inc.

*Michael D. Shepard*  
 Michael D. Shepard, Secretary

By:

*K. G. Ranum*  
 K. G. Ranum, Vice President

STATE OF COLORADO )  
 ) SS  
 COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 11th day of August, 1983 by K. G. Ranum, Vice President of a Delaware corporation on behalf of the corporation.

My commission expires: June 19, 1985



*Jenneth H. Lugt*  
 Notary Public  
 1000 Petroleum Bldg.  
 110 - 16th Street  
 Denver, CO 80202

198281

RECORDED	<i>Detoken 18</i>	19 <i>83</i>	<i>3:30 PM</i>
IN BOOK	<i>69 Oct 8</i>	PAGE	<i>411</i>
FEES \$	<i>4.00</i>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*411* *high* *in 1983* *June*

412

11-1143 8/10  
12 50

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 first day of September, 1983.

CITIES SERVICE COMPANY

By: [Signature] Dean Athens, Attorney-in-Fact

STATE OF OKLAHOMA     )  
                                  ) ss.                   (Attorney-in-Fact)  
COUNTY OF TULSA     )

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of September, 1983, by Dean Athens, as Attorney-in-Fact for Cities Service Company.

Witness my hand and official seal.

My commission expires: August 12, 1984

Ruby C. Vandiver  
Ruby C. Vandiver                   Notary Public

198282

RECORDED	<u>October 18</u>	<u>1983</u>	<u>3:30 P</u>	M
IN BOOK	<u>69</u>	<u>Dist</u>	PAGE	<u>412</u>
FEE \$	<u>12.50</u>	<u>Lois Yabe</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

[Signature] Dorothy M. [Signature]



EXHIBIT "A"  
Attached to Assignment of Leases  
SUBLETTE COUNTY, WYOMING

CITIES LEASE NUMBER: 4904378  
LEASE EFFECTIVE DATE: April 1, 1975  
LESSOR: United States of America  
LESSEE: M. P. Strange  
DESCRIPTION: SE/4 Sec. 11; SE/4 NE/4, S/2 NW/4, W/2 SW/4,  
SE/4 SW/4, S/2 SE/4 Sec. 12-30N-114W  
Containing 480 Acres

CITIES LEASE NUMBER: 4904638  
LEASE EFFECTIVE DATE: June 1, 1975  
LESSOR: United States of America  
LESSEE: Sandra L. Comer  
DESCRIPTION: W/2 NW/4, SE/4 NW/4, SW/4, W/2 SE/4 Sec.  
25-30N-114W Containing 360 Acres

CITIES LEASE NUMBER: 4904659  
LEASE EFFECTIVE DATE: September 1, 1975  
LESSOR: United States of America  
LESSEE: Janice Peters  
DESCRIPTION: S/2 SE/4 Sec. 13; E/2 NE/4 Sec. 14-30N-114W  
Containing 160 Acres

CITIES LEASE NUMBER: 4906406 (4906205)  
LEASE EFFECTIVE DATE: December 1, 1973  
LESSOR: United States of America  
LESSEE: Don E. Lawson  
DESCRIPTION: NW/4 NE/4 Sec. 22; SW/4 SE/4 Sec. 27; SW/4 SE/4  
Sec. 34; SW/4 SW/4 Sec. 35-34N-115W  
Containing 160 Acres

CITIES LEASE NUMBER: 4907330  
LEASE EFFECTIVE DATE: July 1, 1979  
LESSOR: United States of America  
LESSEE: Fred P. Blume  
DESCRIPTION: T30 N, R115 W  
All the bed of the Middle Piney Lake, which is  
riparian to Lots 3,4,7,8 and 9, Sec. 7, and Lots  
1,2,3,4, Sec. 8-30N-115W, 6th P.M., Sublette  
County, Wyoming, the Record Meanders of which  
are as follows:

Commencing at the Meander Corner of fractional  
Secs. 7 and 8 on the S bank of the Middle Piney  
Lake, th. with the meanders along the NW slope  
of said lake, in Sec. 8, N59° 30' E 10.90 chns;  
th. N 60° E 5.40 chns; th. N 53° 15' E 4.20 chns;  
th. N 56° 30' E 3.90 chns; th. N 68° E 7.70 chns;  
th. N 31° E 4.60 chains; th. N 35° 30' E .50  
chns; th. N 60° 30' E 500 chains th. N 19° W.  
5.00 chains; th. N 84° 30' W 1.40 chains; th.  
N 40° 30' W 2.40 chs.; th. N 24° 30' W 14.00  
chns; th. S 48° 45' W 8.80 chns; th. S 55° 30' W  
9.00 chns; th. S 50° 30' W 9.80 chns; th. S 59°  
48' W 3.30 chns, to the meander corner of  
fractional Secs. 7 & 8 on the N side of said  
lake; th. in Sec. 7, S 57°W 7.00 chns; th.  
S 63°W 20.00 chns; th. S 40° 30' W 8.30 chns;  
th. S 63° 30' W 1.70 chns; th. S 86° 30' W  
1.00 chns; th. S 76° W 5.00 chns; th. S  
45° 45' W 4.40 chns; th. S 33° E 8.70 chns;

Exhibit "A"  
Sublette County, Wyoming  
Page 2

CITIES LEASE NUMBER:  
DESCRIPTION

4907330 (Cont'd)

th. S 89° 30' E 2.50 chns; th. N 79° 15' E  
10.60 chns; th. S 79° 15' E 2.10 chns; th  
N 70° 15' E 2.20 chns; th. S 88° 45' E 3.70  
chns; th. N 68° 15' E 7.00 Chains; th. N  
65° E 8.30 chns; and th N 76° 30' E 1.09 chns.  
to the meander corner of fractional Secs. 7 & 8  
on the S side of said lake, the P.O.B.  
Containing 122.70 Acres

CITIES LEASE NUMBER:  
LEASE EFFECTIVE DATE:  
LESSOR:  
LESSEE:  
DESCRIPTION:

4907726  
April 1, 1980  
United States of America  
Cities Service Company  
E/2 W/2 Sec. 18-32N-114W. Con. 160 Acres

CITIES LEASE NUMBER:  
LEASE EFFECTIVE DATE:  
LESSOR:  
LESSEE:  
DESCRIPTION:

4905312  
November 1, 1975  
United States of America  
George Globe  
S/2 NE/4, N/2 S/2 Sec. 4; Lot 1, S/2 NE/4  
Sec. 5-34N-115W. Con. 363.83 Acres

EXHIBIT "A"  
Sublette County, Wyoming  
Page 3

LEASE NUMBER:	3-4906162
DATE:	July 1, 1967
LESSOR:	U. S. A.
LESSEE:	Cities Service Oil Company
DESCRIPTION:	Lots 1, 2, 3, 4, S/2 N/2, S/2 Sec. 1-30N-112W



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Cecilia Ann Reinauer (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 Mona Campbell Munson of 5128 Brookview Drive, Dallas Texas, 75220 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one-half of one percent (1/2 of 1%) of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Township 29 North, Range 115 West, 6th Principal Meridian, Section 12; All

Containing a total of 640.0 acres in Sublette County, Wyoming

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

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 26<sup>th</sup> day of September, 1983.

Cecilia Ann Reinauer

Cecilia Ann Reinauer

STATE OF TEXAS §  
COUNTY OF Collins §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26<sup>th</sup> day of Sept, 1983, personally appeared Cecilia Ann Reinauer to 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.

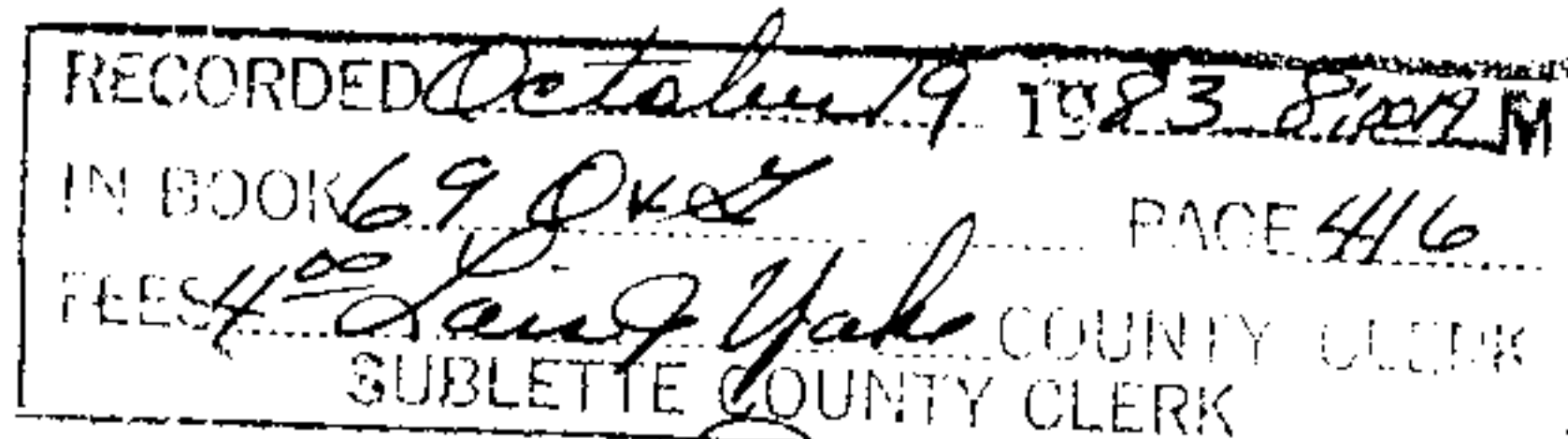
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

July R. Chapman

My Commission Expires:

8-25-85

198287



RECORDED October 19, 1983 8:00 AM  
IN BOOK 69 PAGE 416  
FEES 4.00 Lang Yak COUNTY CLERK  
SUBLETTE COUNTY CLERK

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned in accordance with certain provisions of the hereinafter described lease, does hereby release, relinquish and surrender to the original Lessor(s) named in said lease, their heirs, successors and assigns all of the right, title and interest of the undersigned in, to and under that certain oil and gas lease and only that certain oil and gas leased, dated

March 14, 19 78, by and between Joseph L. Budd & Ruth F. Budd,  
husband & wife as Lessor(s), and Belco Petroleum Corporation,  
as Lessee, recorded December 4, 1978, in Book 56 0 & G at Page  
675 of the Records of Sublette County, State of Wyoming,  
insofar only as said lease covers the following described lands located in said  
county, to wit:

See attached Exhibit "A" for Description of Lands

198283

RECORDED	<u>October 19</u>	<u>1983</u>	<u>8:00 A</u>	<u>M</u>
IN BOOK	<u>69 D &amp; H</u>	PAGE	<u>417</u>	
FEES \$	<u>11.00</u>	COUNTY CLERK		
SUBLETTE COUNTY, PINEDALE, WYOMING				

*[Signature]*

but there is excepted from this release any and all right, title and interest of the undersigned under said lease in any other lands covered by said lease which are not specifically described in this release.

EXECUTED this 22<sup>nd</sup> day of September, 19 83.

BELCO PETROLEUM CORPORATION

BY: *[Signature]*  
J. M. Oswald  
Senior Vice President

BDC Lease #1285-A11

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. Individual Acknowledgement

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 TEXAS )  
COUNTY OF HARRIS ) ss. Corporate Acknowledgement

The foregoing instrument was acknowledged before me by J. M. Oswald  
as Senior Vice President of Belco Petroleum  
Corporation, this 22<sup>nd</sup> day of September, 19 83.

Witness my hand and official seal.

*[Signature]*  
Notary Public

LORI BOLIVER

Notary Public - State of Texas

My Commission Expires: 4-30-85

## EXHIBIT "A"

Attached to and made a part of that  
certain Oil & Gas Lease dated March 14,  
1978, between Joseph L. Budd and Ruth  
F. Budd, and BELCO PETROLEUM CORPORATION

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

Section 2: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$

Section 3: Lot 1

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

Section 18: Lots 2, 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 19: E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 27: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$

Section 28: S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 35: SW $\frac{1}{4}$

Township 31 North, Range 113 West, 6th P.M.

Section 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 13: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 23: N $\frac{1}{2}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$

Section 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 27: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Sublette County, Wyoming

Containing 3570.16 acres, more or less



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  
Noah E. Rockowitz  
Secretary



## RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned in accordance with certain provisions of the hereinafter described lease, does hereby release, relinquish and surrender to the original Lessor(s) named in said lease, their heirs, successors and assigns all of the right, title and interest of the undersigned in, to and under that certain oil and gas lease and only that certain oil and gas leased, dated

March 14, 19 78, by and between Joseph L. Budd and Ruth F. Budd, husband and wife as Lessor(s), and Belco Petroleum Corporation, as Lessee, recorded December 4, 19 78, in Book 56 0 & G at Page 673 of the Records of Sublette County, State of Wyoming, insofar only as said lease covers the following described lands located in said county, to wit:

198289

Township 31 North, Range 113 West

Section 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 35: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ 

Containing 640 acres, more or less

RECORDED Oct 19

8:00 A

1983

IN BOOK 69 0 & 4PAGE 420FEES 6.00 Paul J. Yahr COUNTY CLERK  
SUBLETTE COUNTY CLERKJohn W. M. Swire

but there is excepted from this release any and all right, title and interest of the undersigned under said lease in any other lands covered by said lease which are not specifically described in this release.

EXECUTED this 22<sup>ND</sup> day of September, 19 83.

BELCO PETROLEUM CORPORATION

BY: J. M. OswaldJ.M. Oswald  
Senior Vice PresidentAcq  
EST

BDC Lease #1285-C10

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

Individual Acknowledgement

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 TEXAS )  
COUNTY OF HARRIS ) ss.

Corporate Acknowledgement

The foregoing instrument was acknowledged before me by J. M. Oswald as Senior Vice President of Belco Petroleum

Corporation, this 22<sup>ND</sup> day of September, 19 83.

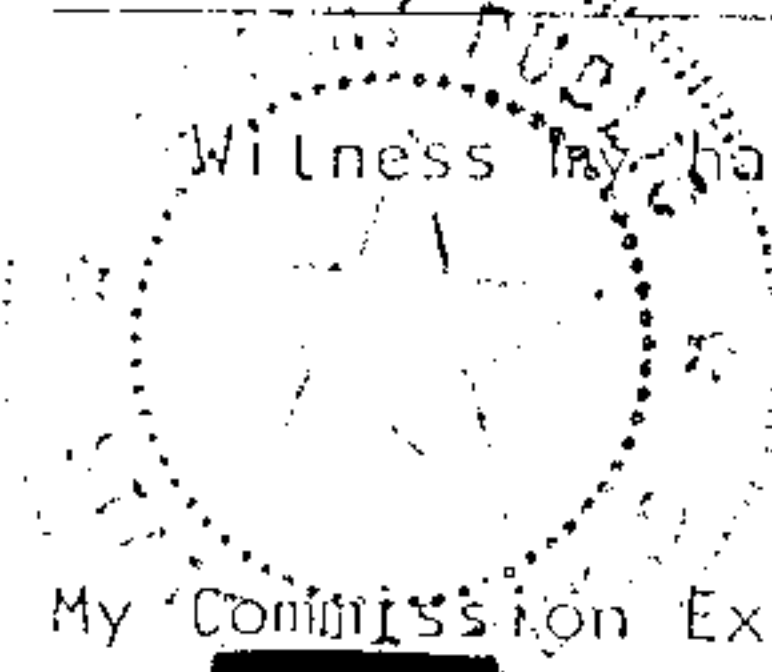
Witness my hand and official seal.

Lori Boliver

Notary Public

LORI BOLIVER

Notary Public for the State of Texas

My Commission Expires: 4-30-85

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  
Noah E. Rockowitz  
Secretary





UNITED STATES DEPARTMENT OF THE INTERIOR  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

1982 SEP 30 A 9:30.0  
TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASED

PART I CHEYENNE WYOMING

Lease Serial No.  
W-015317  
Lease effective date  
June 1, 1952

1. Assignee's Name  
Mountain Fuel Supply Company  
Address (include zip code)  
P. O. Box 11368, Salt Lake City, Utah 84139

198230

RECORDED October 19 1983 8:00 AM  
BOOK 69 PAGE 422  
SUBLETTE COUNTY CLERK  
Debra M. McNamee

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 32 North, Range 109 West

Section 4: Lots 8, 9, 10, 15, 16

Section 9: All

Section 15: W/2

Section 21: NE/4

Section 22: N/2

(Containing 1,640.17 acres, more or less)

Sublette County, Wyoming

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

OCT 12 1983

Limited as to depth from the surface of the earth to the lesser of the base of the Fort Union formation or the stratigraphic equivalent of the depth of 12,050 feet below the surface of the earth as found in The Mesa Unit No. 1 well drilled in the Northeast one-quarter (NE/4) of Section 7, Township 32 North, Range 109 West, Sublette County, Wyoming.

- |   |                  |
|---|------------------|
| 3. Specify interest or percent of operating rights being conveyed to assignee   | 25% (50% of 50%) |
| 4. Specify interest or percent of operating rights being retained by assignor   | 25% (50% of 50%) |
| 5. Specify overriding royalty interest being reserved by assignor   | NONE             |
| 6. Specify overriding royalty previously reserved or conveyed, if any   | 6.125%           |
| 7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. |                  |

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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. This Assignment of Operating Rights is further made subject to the provisions set forth in Exhibit "A" 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 15th day of August, 1982.

EL PASO NATURAL GAS COMPANY

EL PASO EXPLORATION COMPANY

P. O. Box 1492  
El Paso, TX 79978  
BY: *[Signature]*  
(Assignor's Signature) Attorney-in-Fact

P. O. Box 1492  
El Paso, TX 79978  
*[Signature]*  
(Assignor's Address) Vice President

ATTEST:

*[Signature]*  
(State) ASST. Secy. (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By *[Signature]*  
(Authorized Officer)

Chief, Oil &  
Gas Section

NOV 22 1982

(Title)

(Date)

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-0153814
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 310.6).
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 27th day of September  
MOUNTAIN FUEL SUPPLY COMPANY

, 19 82 .

P. O. Box 11368

(Assignee's Signature)

(Assignee's Address)

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

Salt Lake City, Utah 84139

(City)

(State)

(Zip Code)

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



424  
EXHIBIT "A"

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated August 15, 1982 from El Paso Natural Gas Company, as Assignor, to Mountain Fuel Supply Company, as Assignee.

1982 SEP 30 A 9:30.0

RECEIVED

CHEYENNE, WYOMING

In addition to the terms, conditions and provisions set forth in the hereinabove described Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (hereinafter referred to as "the Assignment"), Assignor and Assignee in the Assignment have agreed and do hereby agree as follows:

The Assignment is made in accordance with and subject to all terms, provisions, and conditions of that certain Farmout Agreement dated September 4, 1980, by and between El Paso Natural Gas Company and Mountain Fuel Supply Company, said Farmout Agreement being incorporated herein by this reference, the same as though herein fully set out and further subject to all terms, provisions and conditions of any and all other agreements, contracts and conveyances, as modified or amended, affecting or pertaining to the lease and land described in the Assignment. The Assignment is not intended to accomplish, nor shall it be deemed to accomplish, a merger of the terms and provisions directly set out herein with the terms and provisions of said Farmout Agreement.

Assignee assumes and agrees to perform and fulfill all of the terms, conditions and covenants contained in the lease described in the Assignment insofar and only insofar as said lease covers and includes operating rights in the lands and depths covered by the Assignment, and Assignee further agrees to operate under such lease in such a manner as to avoid forfeiture thereof only as to the operating rights on the lands and depths covered by the Assignment.

Assignee shall indemnify Assignor against and shall hold Assignor harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from the use by Assignee of the lands subject to the Assignment. In like manner, Assignor shall indemnify Assignee against and shall hold Assignee harmless from all losses, cost, damages, claims, causes of action, judgments and expenses, resulting from injury to or death of persons or resulting from injury to property caused by or in any manner arising out of or incident to the use by Assignor of the lands described in the Assignment.

12 SEP 1982  
To be filed in the appropriate copy  
of the Assignment of the

001 12-1983

BUREAU OF LAND MANAGEMENT





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-79178

Lease effective date

10/01/82

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

Address (include zip code)

1700 Broadway, Suite 707, Denver, CO 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

Township 29 North, Range 115 West

Section 9: ALL

Section 10: ALL

Containing 1280.0 acres, more or less.

Sublette County, WY

198291

SAME LAND DESCRIPTION AS ITEM 2

RECORDED	October 19	1983	8:00 A	M
IN BOOK	69	Or S	PAGE	426
FEE \$	8.00	County Clerk		
SUBLETTE COUNTY, PINEDALE, WYOMING				

*Dorothy M. Thorne*

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

100.0%

4. Specify interest or percent of record title interest being retained by assignor, if any

NONE

5. Specify overriding royalty being reserved by assignor

3.125% \*

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, 1982.

*PR Polak*

(Assignor's Signature)

5987 Miller Street

(Assignor's Address)

Arvada,

CO

80004

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1982

B.

*Glenn A. W. Jones*

(Authorized Officer)

10203

Chief, Oil &  
Gas Section

(Title)

JAN 31 1983

(Date)

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-20899.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☒ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

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

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

Executed this 1st day of October, 1962.

uted this 1st day of October, 1961

J. W. Williams  
(Assignee's Signature)

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO  
1700 Broadway, Suite 707

F. W. McWilliams, Attorney-in-Fact

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 Colorado  
COUNTY OF Jefferson } SS.

**ACKNOWLEDGMENT.** Applicable for lands in Oklahoma, Kansas, Nebraska, North and South Dakota, Arizona, Colorado, Indiana, Mississippi, Oregon, Wyoming, and or New Mexico.

BE IT REMEMBERED, That on this 1 day of October A.D., 1983, before me, a Notary Public, in and for said County and State, personally appeared Paul R. Polak

\_\_\_\_\_ 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.

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

My commission expires May 29, 1987 Charles H. Hester Notary Public

## NOTICE

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

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

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

## ROUTINE USES:

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

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



Attached and made a part of Lease W-79178

The Overriding Royalty interest hereby reserved in the amount of  $3\frac{1}{2}\%$  of  $\frac{8}{8}$ ths shall continue until such time as the total proceeds from the production of any well or wells drilled on the lands described in such lease aggregates the sum of \$20 million (\$20,000,000) at which time such overriding royalty shall automatically become and be in the amount of 12.50% of  $\frac{8}{8}$ ths. The overriding royalty herein reserved shall be computed and paid on the same basis as the royalty payable to the United States.

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 Certified 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. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. However, Assignee, in the event of error or omission, shall not be liable in excess of the consideration paid herein.

PRP

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-52404

Lease effective date

December 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name American Quasar Petroleum  
Company of New Mexico

Address (include zip code) 1700 Broadway, Suite 707  
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

T-29 North, R-115 West 6th PM  
Section 12: All (640 acres)

198233

**SAME LAND DESCRIPTION AS ITEM 2**

RECORDED October 19 1983 8:00 PM  
FILED 69 Q. & S. PAGE 429  
600 Ring Yak COUNTY CLERK  
FISLER COUNTY, PINEDALE, WYOMING  
Dorothy M. Lume

- |   |   |
|---|---|
| 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  | None  |
| 5. Specify overriding royalty being reserved by assignor  | ORRI convertible at payout to 30% working interest. |
| 6. Specify overriding royalty previously reserved or conveyed, if any   | 5.00%   |
| 7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. |   |

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

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

Executed this 9th day of July, 19 82.

Clarence Dreiling  
(Assignor's Signature)

Clarence Dreiling, General Partner  
of Dreiling Ltd.

410 - 17th St., Suite 1140  
Denver, Colorado 80202

(Assignor's Address)

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By Dorothy M. Lume  
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

OCT 5 1982

(Date)

FOR ASSIGNEE W/017-25

## 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 C-20899.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☒ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

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

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

Executed this 2nd day of August, 1982.

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,

Colorado

80290

(City)

(State)

(Zip Code)

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

## INSTRUCTIONS

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

submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties must submit, together with evidence of

STATE OF Colorado )

ACKNOWLEDGEMENT OF SIGNATURE

COUNTY OF Denver )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd day of September, 1983, personally appeared Clara H. H. H. to me personally known to be the identical person whose signature is being notarized.

My Commission Expires 9-2-87

Lorraine C. Murphy  
Notary Public

- (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

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

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

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.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 42-R1599

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No.  
**W-78476**

Lease effective date  
**04/01/75**

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

**SEE ATTACHED RIDER**

Address (include zip code)

**SEE ATTACHED RIDER**

The undersigned, as owner of **50** percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below, **in the proportions as specified on the Rider attached hereto.**

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

**Township 29 North, Range 114 West  
Section 9: N<sub>2</sub>**

**Containing 320.00 acres, more or less  
Sublette County, WY**

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

**198293**

RECORDED **October 19** 1983 8:00A M  
IN BOOK **69** PAGE **431**  
FILED **2530** **Land** **Yake** COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
*Dorothy M. Strain*

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	<b>70.00%</b>
4. Specify interest or percent of record title interest being retained by assignor, if any	<b>30.00%</b>
5. Specify overriding royalty being reserved by assignor	<b>None</b>
6. Specify overriding royalty previously reserved or conveyed, if any	<b>5.00%</b>
7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

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

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

Executed this **7th** day of **May**, 19 **82**.

**SEE ATTACHED RIDER**

(Assignor's Signature)

(Assignor's Address)

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective **JUN 01 1982**

By

*Alma M. Ranc*  
(Authorized Officer)

**Chief, Oil &  
Gas Section**

**MAY 14 1982**

(Title)

(Date)

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

**FOR ASSIGNEE**

RIDER ATTACHED TO ASSIGNMENT DATED May 7, 1982 of LEASE NO. W-78476.

American Quasar Petroleum Co. of New Mexico  
707 United Bank Tower  
1700 Broadway  
Denver, Colorado 80290 15.83333%

Mesa Petroleum Co.  
P.O. Box 2009  
Amarillo, Texas 79189 12.66667%

John J. Christmann  
1500 Broadway, Suite 800  
Lubbock, Texas 79401 1.95000%

Flag-Redfern Oil Co.  
P.O. Drawer 2280  
Lubbock, Texas 79701 1.95000%

Vernon Delgado  
P.O. Box 66  
Pinedale, Wyoming 89241 1.95000%


Sherman H. Norton and Fonda L. Norton,  
as Joint Tenants and not as  
Tenants by the Entirety. .65000%  
6C Lubbock National Bank Bldg.  
Lubbock, Texas 79401


wy047-4

RIDER

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

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

  
\_\_\_\_\_  
Joe Gill, Attorney-in-Fact

  
\_\_\_\_\_  
Joe Gill, Attorney-in-Fact

6  
10/14

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Assignee's Signature)

(Assignee's Address)

(City)

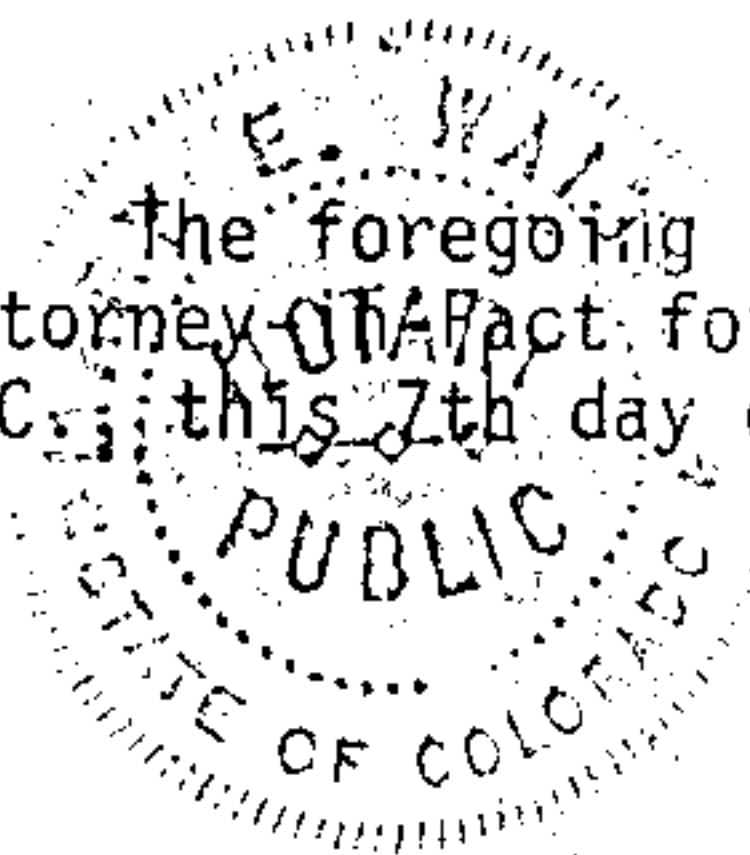
(State)

(Zip Code)

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

STATE OF COLORADO )  
 ) SS  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY and RAINBOW RESOURCES, INC., this 7th day of May, 1982.



My commission expires  
July 21, 1984

Mary E. Walther  
Mary E. Walther, Notary Public  
State of Colorado  
3025 South Parker Road, #600  
Aurora, CO 80014

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

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

## ROUTINE USES:

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

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



# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT -

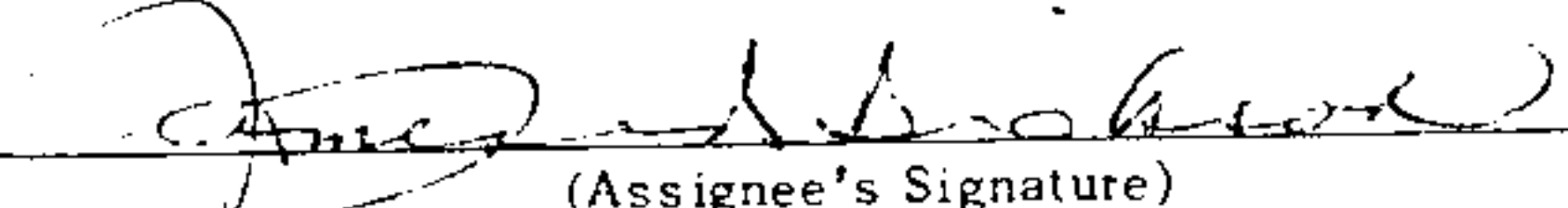
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-20899.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☒ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

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

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

Executed this 30th day of November, 1981.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

  
(Assignee's Signature)

James H. Dickson, Vice President

1700 Broadway, Suite 707

(Assignee's Address)

Denver,

(City)

Colorado

(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

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,

43#

435

SEPARATE STATEMENT UNDER  
43 CFR 3106.1-4

The undersigned state:

1. CAN-AM DRILLING PROGRAMS 1979-2 Limited Partnership  
79-2 (herein CADP -79-2) is the owner of an undivided 50.00 % interest  
in the interest acquired by American Quasar Petroleum Co. of New Mexico (herein  
AQPNM) in United States Oil and Gas Lease W-49322.

2. AQPNM holds the record title to such interest as nominee for and  
subject to the rights of CADP -79-2.

3. The agreement between AQPNM and CADP -79-2 relating to the  
interests in the United States oil and gas leases held as nominee for CADP-79-2  
is written. A true copy of such agreement has been filed in File No. C-20899  
in the Colorado State Office of the Bureau of Land Management.

4. The several interests of AQPNM and CADP -79-2 in oil and  
gas leases, applications and offers therefor and options do not exceed the  
limitations of 43 CFR 3102.1.

5. Each of the parties to this statement are qualified to hold oil  
and gas leases from the United States and interests therein. Evidence of such  
qualification for AQPNM appears in File No. C-20899 of the Colorado  
State Office and for CADP -79-2 in File No. C-20899 in the Colorado State  
Office.

AMERICAN QUASAR PETROLEUM CO. OF  
NEW MEXICO

ATTEST:

Mary A. Paine  
Assistant Secretary

By: James H. Dickson  
James H. Dickson, Vice President

CAN-AM DRILLING PROGRAMS  
LIMITED PARTNERSHIP

By CAN-AM DRILLING PROGRAMS, INC.  
Managing General Partner

ATTEST:

Al Cohen

By: Al Cohen  
Al Cohen, Executive Vice President

# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other 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 11th day of November, 1981.  
MESA PETROLEUM CO.

BY:

P. O. Box 2009

(Assignee's Address)

ATTEST:

Amarillo

Texas

79189

(City)

(State)

(Zip Code)

Assistant Secretary

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

## INSTRUCTIONS

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

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

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

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

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

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

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

## NOTICE

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

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

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

### ROUTINE USES:

- (1) The adjudication of the assignee's rights to the land or resources.
- (2) Documentation for public information in support of nota-



## REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

Assignee is 21 years of age or over, and is a citizen of the United States: ☒ Native Born ☐ Naturalized

Assignee is a corporation or other legal entity (specify kind)

and is qualified to take this assignment as shown by statements attached hereto. (See Item 2 of Instructions)

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

Assignee ☒ is ☐ is not the sole party in interest in this assignment. (If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)

Amount remitted: Filing fee, \$10

he assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

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

executed this 23 day of December, 1981.

  
(Assignee's signature)

JOHN J. CHRISTMANN  
SUITE 800 FIRST NATIONAL-PIONEER BLDG.  
1500 BROADWAY (Address)  
LUBBOCK, TEXAS 79401

## INSTRUCTIONS

**Use of Form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

**Qualifications of Assignee.** Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation,

the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. **Statement of Interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. **Overriding Royalties or Payments out of Production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

UNITED STATES  
- DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Office \_\_\_\_\_

Serial No. \_\_\_\_\_

Date of Lease \_\_\_\_\_

REQUEST FOR APPROVAL

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

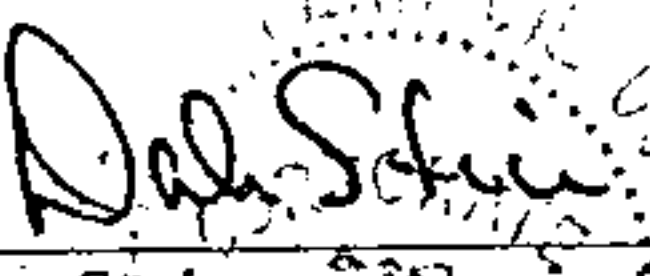
1. The undersigned is 21 years of age or over, and is a citizen of the United States:  
☒ Native Born      ☐ Naturalized
2. The undersigned is a corporation or other legal entity (specify kind) and is qualified to take the interest conveyed by the instrument as shown by statements attached hereto or as shown herein.  
  
Corporation - see statement of  
Qualifications filed with W-56800
3. The undersigned's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska.
4. The undersigned ☒ is ☐ is not the sole party in interest in the instrument. (If the undersigned is not the sole party in interest, see Statement of Interests below.)
5. Amount remitted: Filing fee, \$25.

The undersigned agrees to be bound by the terms and provision of said lease, provided the instrument is approved by the signing officer of the Bureau of Land Management. (See Bonds below.)

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

EXECUTED this 22 day of December, 19 81

ATTEST:

  
Dale Stice, Assistant Secretary

FLAG-REDFERN OIL COMPANY

  
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.)

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 22 day of December, 1981

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

## GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate BLM office. A \$25 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; except in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

## SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

## PART I

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

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.



## REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

Assignee is 21 years of age or over, and is a citizen of the United States: ☒ Native Born ☐ Naturalized

Assignee is a corporation or other legal entity (specify kind)

and is qualified to take this assignment as shown by statements attached hereto. (See Item 2 of Instructions)

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

Assignee ☒ is ☐ is not the sole party in interest in this assignment. (If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)

Amount remitted: Filing fee, \$10

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

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

Executed this 22 day of December, 1981.

Sherman H. Martin  
(Assignee's signature)  
Lubbock National Bank Bldg.  
Lubbock, Texas 79401  
(Address)

### INSTRUCTIONS

**Use of Form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

**Qualifications of Assignee.** Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information:

the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

**3. Statement of Interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

**4. Overriding Royalties or Payments out of Production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

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The Assignee hereby requests approval of assignment and certifies as follows:

Assignee is 21 years of age or over, and is a citizen of the United States: ☒ Native Born ☐ Naturalized

Assignee is a corporation or other legal entity (specify kind)

and is qualified to take this assignment as shown by statements attached hereto. (See Item 2 of Instructions)

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

Assignee ☒ is ☐ is not the sole party in interest in this assignment. (If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)

Amount remitted: Filing fee, \$10

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

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

Executed this 23 day of December, 1981.

Gonda S. Norton

(Assignee's signature)

Lubbock National Bank Bldg.  
Lubbock, Texas 79401

(Address)

## INSTRUCTIONS

**Use of Form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in *only one* lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

**Qualifications of Assignee.** Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information:

the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. **Statement of Interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. **Overriding Royalties or Payments out of Production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of September 1, 1983 at 7:00 A.M., local time (the "Effective Time"), is from OXTEX, INC., a Delaware corporation, ("Assignor"), 600 Woodway Tower, 4900 Woodway Drive, Houston, Texas 77056, to TEXON ENERGY CORPORATION, a Texas corporation, ("Assignee"), 1400 The Main Building, 1212 Main Street, Houston, Texas 77002.

I.

For \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor, within the limitations set forth in Article III hereof, hereby transfers, grants, bargains, sells, conveys and assigns to Assignee the following (all of which are herein called the "Subject Interests");

1. An undivided fifty percent (50%) of Assignor's interest in the leases, licenses, permits, mineral or royalty deeds and other agreements (and all amendments, revisions, ratifications or corrections thereof) described in the Property Schedule attached hereto and made a part hereof (herein called the "Subject Leases"), insofar as the Subject Leases cover and relate to the land described in the Property Schedule (herein called the "Land"), together with all the property and rights incident thereto (provided that, if there is any conflict or ambiguity between this Article I, Paragraph 1, and the provisions of Article I, Paragraph 2, of this Assignment, then the provisions of Article I, Paragraph 2, will govern and control; and

2. An undivided fifty percent (50%) of Assignor's interest in and to any and all rights, titles and interests which Assignor may own in the Subject Leases or any lands covered thereby which are not specifically described by the descriptions of the Land set out in the Property Schedule, as well as an undivided fifty percent (50%) of Assignor's interests in all leasehold, mineral, royalty or other property, economic or contractual interests, if any, owned by Assignor in and to the Subject Leases insofar as they relate to lands covered by the Subject Leases and not included in the Land, unless there is expressly labeled any excluded portion of a Subject Lease under the heading "Reserved from Subject Lease". It is the intention of Assignor to convey to Assignee an undivided fifty percent (50%) of the interests owned by Assignor in the Subject Leases or the lands covered thereby as of the Effective Time and the description of the Land set forth in the Property Schedule shall not be deemed (i) to limit the quantity of such conveyance, or (ii) to reserve any interest in the Subject Leases to Assignor, unless there is expressly labeled any excluded portion of a Subject Lease under the heading "Reserved from Subject Lease".

3. An undivided fifty percent (50%) of Assignor's interest in all rights in, to and under all pooling and unitization agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders (i) in any way relating to the Subject Leases, or (ii) in any way relating to the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced therefrom, or (iii) in any way relating to the Assignor's ownership and/or acquisition of its interests in the Subject Leases (all of which agreements are herein called the "Agreements"). Assignee does hereby agree to assume and be subject to the proportionate share of all obligations and liabilities under the Agreements attributable to the Subject Interests.

4. An undivided fifty percent (50%) of Assignor's interest in all of the personal property, fixtures and

RECORDED	October 21, 1983	3:00 PM
IN BOOK	69	PAGE 442
FEES \$18.00		
COUNTY CLERK		
SUBLETTE COUNTY CLERK		

442 *[Signature]*

198316



improvements now or as of the Effective Time on the Subject Leases, appurtenant thereto or used or obtained in connection with the Subject Leases or with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from or attributable to the Subject Leases, including, without limitation, all wells, fixtures, casing and tubing, all production, gathering, treating, processing, compression, dehydration, salt water disposal and pipeline equipment, all machines, tools, dies, vessels, and other facilities of every kind, character and description, used or usable in connection with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from the Subject Leases; and

5. An undivided fifty percent (50%) of Assignor's interest in all other interests, if any, owned by Assignor in and to the Land or the Subject Leases or any other lands covered by the Subject Leases, including without limitation, all mineral or royalty interests, overriding royalty interests, net profits interests, production payments and any other economic interests owned by Assignor in the production of hydrocarbons from the lands covered by the Subject Leases unless such interests are expressly excluded under the heading "Reserved from Subject Interest"; and

6. To the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Interests against Assignor's predecessors in title to the Subject Interests, and against any party or parties to the Agreements.

TO HAVE AND TO HOLD the Subject Interests unto Assignee and its successors and assigns forever.

## II.

This Assignment is made pursuant to the provisions of that certain Memorandum Of Purchase And Sale dated effective as of September 1, 1983 between OXTEX, Inc. and Texon Energy Corporation. The delivery of this Assignment shall not affect, enlarge, diminish or otherwise impair any of the warranties, representations or covenants made in such Memorandum Of Purchase And Sale Closing Agreement, and all of such warranties, representations and covenants shall survive the delivery of this Assignment to the extent, and in the manner set forth in such Memorandum Of Purchase And Sale Closing Agreement. The special warranties contained in Article III hereinafter shall be cumulative of the warranties, representations and covenants contained in the Agreement Of Purchase And Sale, provided, however, the special warranty shall not be limited in time to any period except by operation of law.

## III.

1. Assignor hereby warrants, but only as to all persons claiming by, through or under Assignor and not otherwise, that:

a. Assignor has good and marketable title to the Subject Interests, free and clear of all liens, encumbrances and burdens, except the "Permitted Encumbrances" defined in Section 4.05 in the above-described Memorandum Of Purchase And Sale Closing Agreement, and

b. Giving effect to this Assignment, the Subject Interests herein assigned will entitle Assignee to receive not less than fifty percent (50%) of the decimal interest shown

under the designation "Revenue Interest" on the Property Schedule of all hydrocarbons produced, saved and marketed from the Producing Properties as identified in the Property Schedule, free and clear of all royalty, overriding royalty or other burdens on or measured by production of hydrocarbons from the Subject Interests, and

c. Giving effect to this Assignment, Assignee's obligation for costs and expenses arising out of its ownership of the Subject Interests and relating to the development of and operations on each Producing Property shown on the Property Schedule will not be greater than fifty percent (50%) of the decimal interest shown in connection with the designation entitled "Working Interest" on such Schedule.

2. In the event that Assignor has retained any portion of the lands covered by the Subject Leases as lands "Reserved from Subject Leases" or otherwise, then:

a. The warranties made in this Article III shall not be affected, diminished, or impaired by any such retention, and

b. Assignor, to the extent permitted by applicable law or contract, hereby grants to Assignee an easement over any such retained lands for purposes of ingress and egress to and from the lands included in the Subject Interests for all purposes in connection with operation, exploration and development of the Subject Interests.

3. Without limiting of any warranty, representation or covenant made in the above-described Memorandum Of Purchase And Sale Closing Agreement, this Assignment is made subject to the terms and conditions of each of the Subject Leases.

4. As to any personal property conveyed herein, Assignor disclaims and negates (i) any implied or express warranty of merchantability, and (ii) any implied or express warranty of fitness for use for a particular purpose, and (iii) any implied or express warranty of conformity to models or samples of materials.

#### IV.

1. Unless provided otherwise, all recording references in the Property Schedule are to the official real property records of the counties (or parishes) in which the Subject Interests are located.

2. Separate assignments of the Subject Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth (or incorporated) herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Subject Interests conveyed herein.

3. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall

constitute but one assignment. To facilitate recording this counterpart to be recorded in a given county or parish may contain only that portion of the Property Schedule that describes property located in that county or parish. Assignor and Assignee have each retained a counterpart of this assignment with a complete Property Schedule.

4. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED on October 12, 1983, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

OXTEX, INC.

By:

Leonard L Carr



ATTEST:

W. Henderson  
(Assistant) Secretary

WITNESSES:

Vicki W. Gardner

Paul M. Goodman

(Acknowledgement page and Property Schedule follows)

This instrument prepared by:

FOREMAN & DYESS  
4200 InterFirst Plaza  
1100 Louisiana  
Houston, Texas 77002

30910  
10/08/83



STATE OF TEXAS  
COUNTY OF HARRIS

§  
§ Subscribed and Sworn  
§

On this 12th day of October, 1983, before me appeared Leonard L. Carr, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Chairman of the Board of OXTEX, INC., and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the corporation. [LA]

Personally appeared before me, the undersigned authority, on this day the within named Leonard L. Carr who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. [MS]

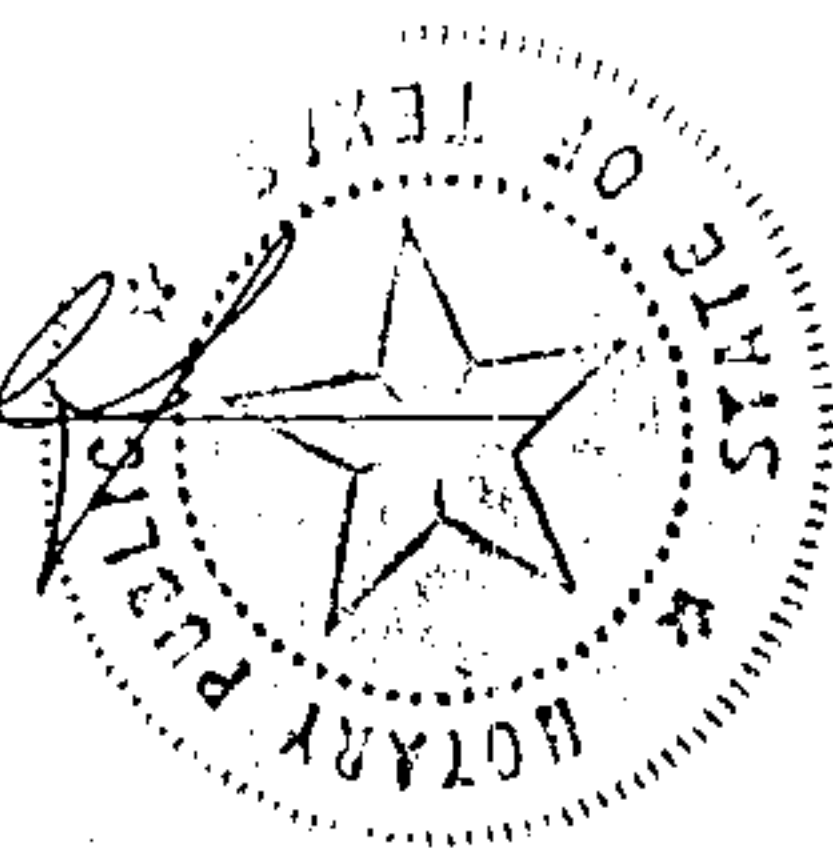
On this 12th day of October, in the year 1983, before me, the undersigned authority, personally appeared Leonard L. Carr, known to me to be the Chairman of the Board of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. [MT]

Before me, the undersigned authority, on this day personally appeared Leonard L. Carr, Chairman of the Board of OXTEX, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such corporation, and in the capacity therein stated. [TX]

The foregoing instrument was acknowledged before me this 12th day of October, 1983 by Leonard L. Carr, Chairman of the Board of OXTEX, INC., a Delaware corporation, on behalf of the corporation. [CO] [NM] [KS] [OK] [NB] [WY] [ND]

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the City of Houston, County of Harris, State of Texas, this 12th day of October, 1983.

Karen M. Self  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS



My Commission Expires:  
11/28/85

Karen M. Self  
Printed Name of Notary Public  
4200 InterFirst Plaza, Houston, TX  
Address

PROPERTY SCHEDULE  
TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
SUBJECT INTERESTS

Preamble

1. This Property Schedule describes the Subject Interests referenced in the Assignment, Bill of Sale and Conveyance as being described in the Property Schedule. This Property Schedule includes this Preamble.
2. Reference is made to the land descriptions contained in the Subject Leases or other documents of title recorded as described in Exhibit "A" to this Property Schedule. To the extent that the land descriptions in Exhibit "A" are incomplete, incorrect or not legally sufficient, the land descriptions contained in the Subject Leases or other documents so recorded are incorporated herein by this reference.
3. References in Exhibit "A" to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties (or parish or parishes) in which the Subject Interests are located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.
4. Executed original counterparts of the Assignment, Bill of Sale and Conveyance to be filed for recording and recorded in the records of the various counties or parishes may have annexed thereto as Exhibit "A" only the division containing specific descriptions of the Subject Interests relating to lands located in the respective county or parish in which such counterpart is to be filed for recording. The omitted descriptions are hereby included in said recorded counterparts by reference to a counterpart of the said conveyancing documents with all of said specific descriptions annexed thereto as the same has been delivered to each party thereto.
5. This Property Schedule consists of:  
  
Exhibit "A" which sets forth (i) the name of each Producing Property and its Producing Property No. together with Assignor's "Working Interest" and "Revenue Interest" in such Producing Property, and (ii) a description of the Subject Leases applicable to each such Producing Property.

(UL08151)

EXHIBIT "A"

AVA DATE 2/25/83

PRODUCING PROPERTY  
NUMBER LIST NAME

BANKING REVENUE  
INTEREST INTEREST

000 AREA 000

00 STATE 00

00 CCLINTY 00

04926 59 BIRD CANYON FED. #2-23 -1250000 -10937500 2315 BIRD CANYON

45 WIDMING

035 SUBLETTE

LEASE

LESSOR

LESSEE

DATE

EXPIRE

DATE

VOLUME

PAGE

INTL

ACRES

ACRES

34212-00 #2-23 BIRD CANYON FEDERAL

7/01/77 7/01/81

1-27M

8-112M

00000 320.00

00

SEC 23: N/2 - AS TO NATURAL GAS & ASSOC LIG HYDROCAR

IN THE FRONTIER & BEAR RIVER FMS

(APPROX 8693.1)

44086-00 U.S.A.

RAINBOW RESOURCES, INC.

0/01/76 5/31/86

1-27M

8-112M

00000 440.00

320.00

SEC 23: N/2 - AS TO NATURAL GAS & ASSOC LIG HYDROCAR

IN THE FRONTIER & BEAR RIVER FMS

(APPROX 8693.1)

SEC 23: SW (SURF TO 8693.1)

1-27M

8-112M

00000 440.00

320.00



[illegible]

# 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

ERNEST W. CHAPMAN AND FRANCES A. CHAPMAN, 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:

198318

640.00 Acres All Section 36, T. 29 N., R. 112 W., 6th P. M.

RECORDED October 21, 1983 3:00 PM  
IN BOOK 69048 PAGE 450  
FEES 6.00 Langford COUNTY CLERK  
SUBLETTE COUNTY CLERK

6- 4909847  
File 4909847

County Sublette - Total Acres 640.00 - Advance Rental \$ 640.00  
(\$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 produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the 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 of May, 19 83 A.D.

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



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

LESSEE: Ernest W. Chapman  
Frances A. Chapman

Address Rt. 10 Idylwild City Richmond,  
(606)  
State Kentucky 40475 Telephone No. 623-9628  
(Zip)



## 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 lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

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

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

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 any 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 said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-sixth of the amount realized from such sale.

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

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

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

(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 returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

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

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

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

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

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

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

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

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

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

(i) **LOG OF WELLS AND REPORTS.** To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) **PRODUCTION.** To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee on other cornering or contiguous lands to those leased herein. All plans, methods for the purpose of stimulating or increasing production on lands herein leased other than those contemplated herein shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural

production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

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

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

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

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

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

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

## Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

(c) From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

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

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

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

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

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

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

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

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

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

Sec. 1 (p)

"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities."



# ASSIGNMENT

## STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Ernest W. Chapman and Frances A. Chapman, Route 10 Idywild, Richmond, Kentucky 40475, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 83-351 and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 112 West

Section 36: All

6- 4909847  
File 4909847

and containing 640 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 CITIES SERVICE OIL AND GAS CORPORATION, Box 300 of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 112 West

Section 36: All

198319

RECORDED October 21, 1983 2:00 PM  
IN BOOK 69 One PAGE 452  
FEES 4.00 Land COUNTY CLERK  
SUBLETTE COUNTY CLERK  
Edward M. Steine

and containing 640 acres, more or less, reserving, however, unto assignor Three percent (3%) of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said CITIES SERVICE OIL AND GAS 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 1st day of July, 1983

WITNESS: Frances A. Chapman Assignor Ernest W. Chapman Assignor-Lessee

By \_\_\_\_\_ President

Attest:

(SEAL)

Secretary

### ACKNOWLEDGEMENT (For use by Individual)

State of Kentucky  
County of Madison } ss.

On this 1st day of July, A. D. 1983, before me personally appeared Ernest W. Chapman & Frances A. Chapman to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 1st day of July

(SEAL)

Kathleen J. Steine  
Notary Public

My Commission expires: April 21, 1986

### ACKNOWLEDGEMENT (For use by Corporation)

### REASSIGNMENT RIDER

In the event that the Assignee desires to relinquish or surrender the herein assigned lease as to all or any part of the acreage covered thereby, Assignee shall so notify Assignor sixty (60) days prior to the next accruing rental date. Assignor shall then have the right for a period of thirty (30) days after receipt of such notification in which to request a reassignment, and upon such request, Assignee shall assign to Assignor the leasehold rights unencumbered which Assignee desired to relinquish. In the event of a failure to reassign for any reason, Assignee shall not be liable for any amount which exceeds the amount of the original bonus paid to Assignor. This covenant shall be binding upon the heirs, successors, and assigns of Assignee.

Ernest W. Chapman  
Signed for identification  
Frances A. Chapman

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

FORM APP  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.  
W-56039

Lease effective date  
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns  
the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment

Township 30 North, Range 115 West, 6th P.M.  
Section 2: SE/4  
Section 11: NE/4  
Section 12: NW/4

containing 480.00 acres, more or less,  
Sublette County, Wyoming

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 4

198327

RECORDED October 24 1983 8:00 A.M.  
IN BOOK 69 Over PAGE 453  
FEES \$6.00 Larry Yak COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Thure

Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
Specify interest or percent of record title interest being retained by assignor, if any	25%
Specify overriding royalty being reserved by assignor	None
Specify overriding royalty previously reserved or conveyed, if any	5%
If any payments out of production have previously been created out of 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 7 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.	

CERTIFY That the 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, 19 83.

  
(Assignor's Signature)

T. L. Holland  
Attorney-in-Fact  
W-56800

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

P.O. Box 2819  
Dallas, TX 75221

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 1 1983

By   
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

JUN 1 1983

FOR ASSIGNEE

453



GPO 837 - 559



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-56040

Lease effective date

September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 30 North, Range 115 West, 6th P.M.

Section 3: Lots 1,2, S/2NE/4

Section 10: NE/4, E/2SE/4

Section 23: E/2

Section 26: E/2, SW/4

Section 27: E/2

Section 35: All

containing 2162.49 acres, more or less,  
Sublette County, Wyoming

SAME LAND DESCRIPTION AS ITEM 2

198328

RECORDED October 24 1983 8:00 A.M.  
IN BOOK 69 Dist PAGE 455  
FEES \$6.25 Laird York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

*Dorothy M. Lewis*

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

25%

5. Specify overriding royalty being reserved by assignor

None

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

5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 1st day of February, 19 83.

*T. L. Holland*  
(Assignor's Signature)

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

T. L. Holland  
Attorney-in-Fact  
W-56800

P.O. Box 2819  
Dallas, TX 75221

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 1 1983

By

*Norma M. Lane*  
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

JUN 1 1983

FOR ASSIGNEE

GPO 837-559



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

FORM APP  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-52409

Lease effective date

December 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

I, the undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment

Township 30 North, Range 115 West, 6th P.M.  
Section 1: Lots 1,2,3,4,5,6,7, SW/4NE/4,  
S/2NW/4, SW/4, W/2SE/4

Township 31 North, Range 115 West, 6th P.M.  
Section 36: All

containing 1268.82 acres, more or less,  
Sublette County, Wyoming

Assignment approved as to lands described below

**SAME LAND DESCRIPTION AS ITEM 2**

**198329**

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

RECORDED *October 24* 1983 8:20 AM  
IN BOOK *69* PAGE *457*  
FEES \$ *6.00* COUNTY CLERK  
SUBLLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Stone*

- |   |      |
|---|------|
| 1. Specify interest or percent of assignor's record title interest being conveyed to assignee | 50%  |
| 2. Specify interest or percent of record title interest being retained by assignor, if any    | 25%  |
| 3. Specify overriding royalty being reserved by assignor                                      | None |
| 4. Specify overriding royalty previously reserved or conveyed, if any                         | 5%   |
5. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.
6. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 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.

CERTIFY That the 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.

(Assignor's Signature)

T. L. Holland  
Attorney-in-Fact  
W-56800

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

P.O. Box 2819  
Dallas, TX 75221

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 1 1983

By

Chief, Oil &  
Gas Section

(Title)

JUN 1 1983

FOR ASSIGNEE

457





UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

FORM AP-10  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.	W-56041
Lease effective date	September 1, 1976
FOR BLM OFFICE USE ONLY	
New Serial No.	

PART I	
Assignee's Name	Shell Oil Company
Address (include zip code)	P.O. Box 831, Houston, TX 77001

I, the undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 31 North, Range 115 West, 6th P.M. Section 9: SE/4 Section 15: W/2, SE/4  containing 640.00 acres, more or less, Sublette County, Wyoming	<b>SAME LAND DESCRIPTION AS ITEM 2</b>  <b>198330</b>  <div>RECORDED <u>October 24</u> 1983 8:00 AM IN BOOK <u>69</u> PAGE <u>459</u> FEES \$ <u>6.00</u> <u>Sublette County</u> COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING  <u>Dorothy M. McQuinn</u></div>

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

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	25%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 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.

CERTIFY That the 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.

<u>T. L. Holland</u> (Assignor's Signature) T. L. Holland Attorney-in-Fact W-56800	ATLANTIC RICHFIELD COMPANY (Assignor's Address) P.O. Box 2819 Dallas, TX 75221 (City) (State) (Zip Code)
--	--

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 1 1983	By <u>Elmer M. Jones</u> (Authorized Officer) Chief, Oil & Gas Section (Title)	JUN 1 1983 FOR ASSIGNEE
--	--	----------------------------

GPO 837-559



n 3106 - 5 ober 1982)		UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT		FORM APP OMB NO. 1004-0037 Expires: August 31, 1985	
ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE				Lease Serial No. W-65387	
				Lease effective date September 1, 1976	
				FOR BLM OFFICE USE ONLY	
PART I				New Serial No.	
Assignee's Name Shell Oil Company					
Address (include zip code) P.O. Box 831; Houston, TX 77001					
e undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns the assignee shown above, the record title interest in and to such lease as specified below.					
Describe the lands affected by this assignment			Assignment approved as to lands described below		
Township 31 North, Range 115 West, 6th P.M. Section 16: E/2 Section 21: E/2 Section 22: All Section 27: NE/4 Section 28: E/2E/2  containing 1600.00 acres, more or less, Sublette County, Wyoming			SAME LAND DESCRIPTION AS ITEM 2  198331		
When recorded return to Shell Oil Company Land Department P. O. Box 831 Houston, Texas 77001-0831			RECORDED October 24 1983 8:00 PM IN BOOK 69 PAGE 461 FEES \$6.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING		
Specify interest or percent of assignor's record title interest being conveyed to assignee			50%		
Specify interest or percent of record title interest being retained by assignor, if any			25%		
Specify overriding royalty being reserved by assignor			None		
Specify overriding royalty previously reserved or conveyed, if any			5%		
If any payments out of production have previously been created out of 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 7 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.					
CERTIFY That the 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, 19 83.					
T. L. Holland Attorney-in-Fact W-56800			ATLANTIC RICHFIELD COMPANY  (Assignor's Address) P.O. Box 2819 Dallas, TX 75221  (City) (State) (Zip Code)		
Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.					
THE UNITED STATES OF AMERICA					
Assignment approved effective APR 1 1983			By Norma W. Lane (Authorized Officer)		
			Chief, Oil & Gas Section (Title)		
			JUN 1 1983 FOR ASSIGNEE (Date)		



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-52411

Lease effective date

November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 32 North, Range 115 West, 6th P.M.

Section 9: Lots 1,2

Section 10: Lots 1,2,3,4, S/2

Section 15: NE/4

containing 762.22 acres, more or less,  
Sublette County, Wyoming

SAME LAND DESCRIPTION AS ITEM 2

198332

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

RECORDED October 24 1983 8:00 AM  
IN BOOK 69 PAGE 463  
FEES \$6.00  
COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Lane*

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	25%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 1st day of February, 1983

(Assignor's Signature)

T. L. Holland  
Attorney-in-Fact  
W-56800

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

P.O. Box 2819  
Dallas, TX 75221

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 1 1983

By

*Dorothy M. Lane*

(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

JUN 1 1983

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-





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-73846

Lease effective date

November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 33 North, Range 115 West, 6th P.M.  
Section 36: All

containing 640.00 acres, more or less,  
Sublette County, Wyoming

198333

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

RECORDED *October 24* 1983 8:00 PM  
IN BOOK *69* PAGE *465*  
FEES \$ *6.00* *Leah York* COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Shum*

SAME LAND DESCRIPTION AS ITEM 2

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	25%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 1st day of February, 1983

*T. L. Holland*

(Assignor's Signature)

T. L. Holland  
Attorney-in-Fact  
W-56800

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

P.O. Box 2819  
Dallas, TX 75221

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 1 1983

By

*Alma M. [Signature]*

(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

JUL 19 1983

FOR ASSIGNEE





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-34489

Lease effective date

December 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 37.5 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

Assignment approved as to lands described below

T-34-N, Range 115 West, 6th P.M.  
Section 15: SE/4

containing 160.00 acres, more or less,  
Sublette County, Wyoming

198334

SAME LAND DESCRIPTION AS ITEM 2

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

RECORDED October 24 1983 8:00 AM  
IN BOOK 69 DEED PAGE 467  
FEES \$6.00 Land & Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Stewin*

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

18.75%

5. Specify overriding royalty being reserved by assignor

None

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

1%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 1st day of February, 1983

*T. L. Holland*

(Assignor's Signature)  
T. L. Holland  
Attorney-in-Fact  
W-56800

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

P.O. Box 2819  
Dallas, TX 75221

(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1983

By

*Alma M. Lane*  
(Authorized Officer)

Chief, Oil &  
Gas Section  
(Title)

JUN 01 1983

FOR ASSIGNEE (Date)

GPO 637-559

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

FORM AP-10  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-41397

Lease effective date

October 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

I, the undersigned, as owner of 37.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 34 North, Range 115 West, 6th P.M.  
Section 22: W/2  
Section 27: NE/4, W/2, N/2SE/4, SE/4SE/4

containing 920.00 acres, more or less,  
Sublette County, Wyoming

198335

SAME LAND DESCRIPTION AS ITEM 2

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

RECORDED *October 24* 1983 8:00 AM  
IN BOOK *69 D-1* PAGE *469*  
FEES \$*6.00* *Land Dept* COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy McShane*

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

18.75%

5. Specify overriding royalty being reserved by assignor

None

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

5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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.

CERTIFY That the 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

(Assignor's Signature)

T. L. Holland  
Attorney-in-Fact  
W-56800

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

P.O. Box 2819  
Dallas, TX 75221

(City)

(State)

(Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1983

By

*Norma W. Rane*  
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

FOR ASSIGNEE

JUN 01 1983

(Date)

469



GPO 837-559

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-34488

Lease effective date

December 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 37.5 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

T-35-N, Range 115 West, 6th P.M.

Section 16: All

Section 21: All

containing 1280.00 acres, more or less,  
Sublette County, Wyoming

198336

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED October 24 1983 8:00 AM  
IN BOOK 69 PAGE 471  
FEES \$ 6.00 Land COUNTY CLERK  
SUBLETTE COUNTY, RINEDALE, WYOMING

*W. Dorothy M. Thure*

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	18.75%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 1st day of February, 1983

ATLANTIC RICHFIELD COMPANY

*T. L. Holland*  
(Assignor's Signature)  
T. L. Holland  
Attorney-in-Fact  
W-56800

(Assignor's Address)

P.O. Box 2819  
Dallas, TX 75221

(City)

(State)

(Zip Code)

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

THE UNITED STATES OF AMERICA

APR 01 1983

Assignment approved effective

By

*Stella M. Lane*  
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

JUN 02 1983

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet in accordance with provisions of 43 CFR 3106. **FOR ASSIGNEE**

## 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                      day of                      , 19                      .

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

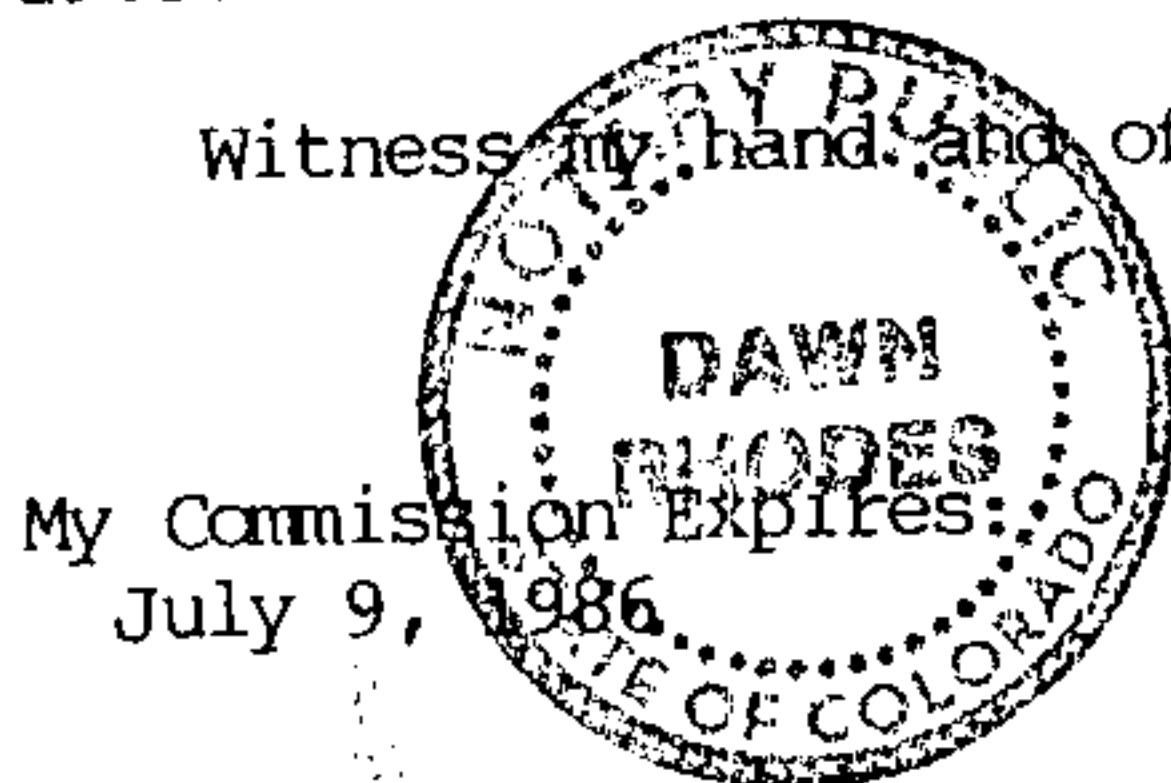
Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## INSTRUCTIONS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me by T. L. Holland,  
Attorney-in-Fact for Atlantic Richfield Company, this 1st day of February,  
1983.

Witness my hand and official seal.



Dawn Rhodes  
Notary Public  
P. O. Box 5540  
Denver, Colorado 80217

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.

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.



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-38943

Lease effective date  
February 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 37.5 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

Assignment approved as to lands described below

Township 36 North, Range 115 West, 6th P.M.  
Section 4: All  
Section 10: SW/4SW/4

containing 650.00 acres, more or less,  
Sublette County, Wyoming

SAME LAND DESCRIPTION AS ITEM 2

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

198337

RECORDED October 24 1983 8:00 A.M.  
IN BOOK 69 One PAGE 473  
FEES \$6.00 Land of Yak COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

G. Dorothy M. Thune

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

18.75%

5. Specify overriding royalty being reserved by assignor

None

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

None

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 1st day of February, 1983

(Assignor's Signature)

ATLANTIC RICHFIELD COMPANY

(Assignor's Address)

T. L. Holland  
Attorney-in-Fact  
W-56800

P.O. Box 2819  
Dallas, TX 75221

(City)

(State)

(Zip Code)

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THE UNITED STATES OF AMERICA

APR 01 1983

Assignment approved effective

By

(Authorized Officer)

Chief, Oil &  
Gas Section

JUN 08 1983

(Title)

(Date)

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GPO 837 - 559



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

FORM APT 107-D  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-38938

Lease effective date

December 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 37.5 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

Assignment approved as to lands described below

Township 36 North, Range 115 West, 6th P.M.  
Section 9: All

containing 640.00 acres, more or less,  
Sublette County, Wyoming

198333

SAME LAND DESCRIPTION AS ITEM 2

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

RECORDED October 24 1983 8:00 AM  
IN BOOK 69 Dist PAGE 475  
FEES \$ 6.00 Land Dept COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Elmer*

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

18.75%

5. Specify overriding royalty being reserved by assignor

None

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

50%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this 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 1st day of February, 1983

*T. L. Holland*  
(Assignor's Signature)

ATLANTIC RICHFIELD COMPANY  
(Assignor's Address)

T. L. Holland  
Attorney-in-Fact  
W-56800

P.O. Box 2819  
Dallas, TX 75221  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

APR 01 1983

Assignment approved effective

By

*Bluma M. [Signature]*  
Chief, Oil &  
Gas Section

(Authorized Officer)

JUN 07 1983

(Title)

FOR ASSIGNEE (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 instructions.



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

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-47003

Lease effective date

October 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I.

Assignee's Name

Shell Oil Company

Address (include zip code)

P.O. Box 831, Houston, TX 77001

The undersigned, as owner of 37.5 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

Assignment approved as to lands described below

Township 37 North, Range 114 West, 6th P.M.

Section 5: SW/4

Section 7: E/2

Section 8: W/2

Section 17: W/2

Section 18: E/2

Section 19: E/2

Section 20: W/2

Section 30: E/2

containing 2416.50 acres, more or less,  
Sublette County, Wyoming

198339

SAME LAND DESCRIPTION AS ITEM 2

When recorded return to  
Shell Oil Company  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

RECORDED October 24 1983 8:00 AM  
BOOK 69 DEED PAGE 477  
FEES \$6.75 LARRY YAKS COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Deborah M. Stuebe*

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

18.75%

5. Specify overriding royalty being reserved by assignor

None

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

5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 1st day of February, 1983.

*T. L. Holland*  
(Assignor's Signature)

ATLANTIC RICHFIELD COMPANY  
(Assignor's Address)

T. L. Holland  
Attorney-in-Fact  
W-56800

P.O. Box 2819  
Dallas, TX 75221  
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1983

*Deborah M. Stuebe*  
(Authorized Officer)

Chief, Oil &  
Gas Section

JUN 01 1983

(Title) FOR ASSIGNEE (Date)

477

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

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

(Assignee's Address)

(Zip Code)

### INSTRUCTIONS

A Federal lessor [redacted] obligated to report this information under paragraph [redacted] of 43 CFR 3106.



STIPULATION AND JOINDER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned (whether one or more) desires to join in, ratify and confirm the following described oil and gas lease (herein called "said lease"), insofar as said lease covers the following described lands (herein called "said lands") in the County of Sublette, State of Wyoming, to-wit:

Lessor: Jennie B. Jordan & Theodore L. Jordan, her husband,  
Dorothy B. Newcomb, sometimes also known as Dorothea B.  
Lessee: Newcomb, a single person, and Jacqueline J. Wilson

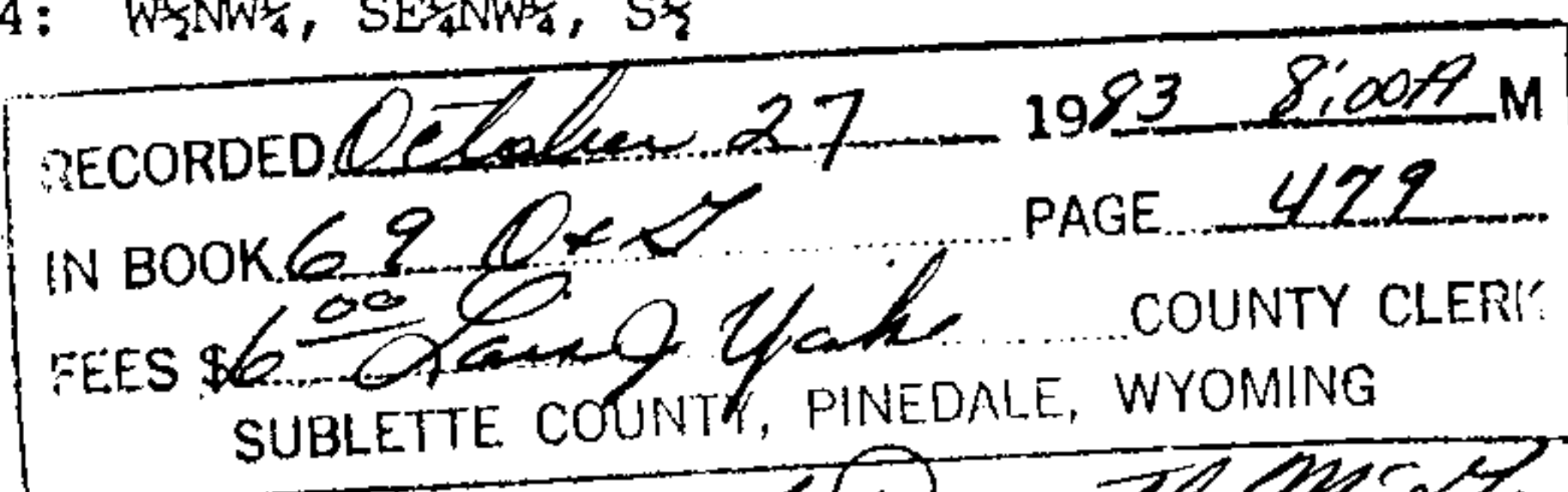
American Quasar Petroleum Co. of New Mexico

Dated: April 16, 1982

Recorded: Book 65, Page 519

Lands: Township 30 North, Range 114 West  
Section 23: NE $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 24: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$

198386



Dorothy B. Newcomb

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the undersigned, the undersigned hereby agrees as follows:

1. The undersigned does hereby join in, ratify and confirm said lease in all things with the same force and effect as if the undersigned had been named a party therein and had duly executed and delivered said lease, and the undersigned does hereby grant, lease and let said lands to the Lessee named in said lease, or his successors and assigns, in accordance with the terms and provisions of said lease to the full extent of the undersigned's rights, title and interest in said lands.

2. The undersigned does further, for the consideration paid as aforesaid, expressly authorize and direct said Lessee, or his successors and assigns, to make all payments on account of delay rentals which might otherwise become payable from time to time to the undersigned under the provisions of said lease and this instrument, to the persons who have heretofore executed said lease in the manner provided by said lease; provided, however, the undersigned reserves the right to share in the royalties payable in the event of production under said lease from said lands as the interest of the undersigned may then appear.

3. With respect to and for the purposes of this instrument and said lease, the undersigned hereby releases all rights of dower and/or homestead in said lands.

4. This instrument shall be binding upon the undersigned and his heirs, personal representatives, successors and assigns.

EXECUTED THIS 3rd day of OCTOBER, 1983.

BUDD & SONS LAND COMPANY, a partnership

BY: Dan H. Budd  
Dan H. Budd, General Partner

Dan H. Budd  
Dan H. Budd (individually)

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 3rd day of OCTOBER, 1983, personally appeared Dan H. Budd

and Dan H. Budd, to 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 the free and voluntary act and deed for the uses and purposes therein set forth.

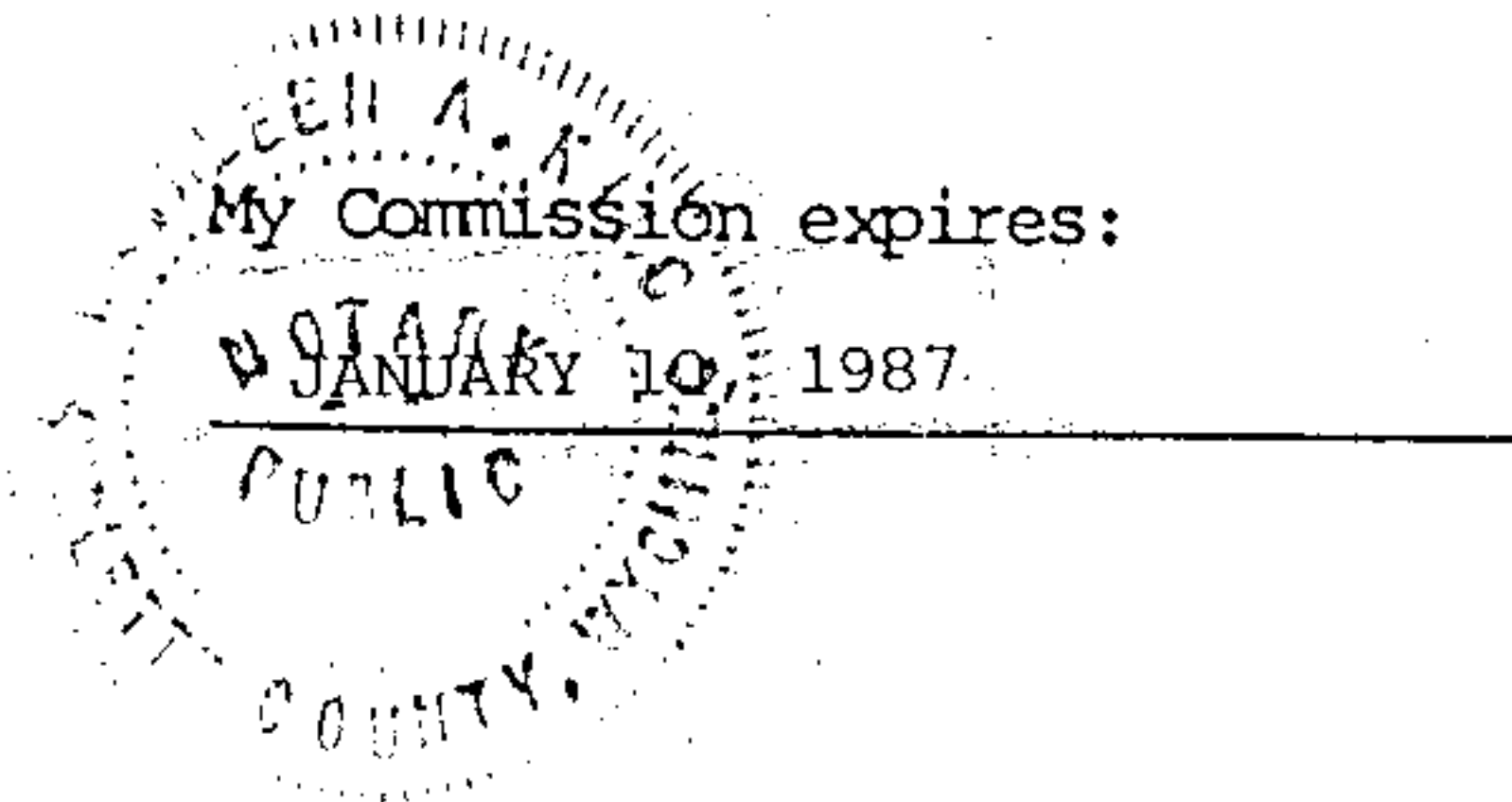
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires JANUARY 10, 1987

Fathleen M. Lenny  
Notary Public.

STATE OF WYOMING )  
 )  
COUNTY OF SUBLETTE ) SS.

The foregoing instrument was acknowledged before me this 3rd day of  
OCTOBER, 1983, by DAN H. BUDD as  
Partner on behalf of Budd & Sons Land Company, a Partnership.



WITNESS my hand and official seal.

Kathleen A. Jones  
Notary Public

BIG PINEY, WYOMING 83113  
Address

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of September 1, 1982 at 7:00 A.M., local time (the "Effective Time"), is from TERRA RESOURCES, INC., a Delaware corporation, ("Assignor"), 5416 South Yale Avenue, Tulsa, Oklahoma 74135, to OXTEX, Inc. a Texas corporation, ("Assignee"), 600 Woodway Tower, 4900 Woodway Drive, Houston, Texas 77056.

I.

For \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor, within the limitations set forth in Article III hereof, hereby transfers, grants, bargains, sells, conveys and assigns to Assignee the following (all of which are herein called the "Subject Interests");

1. All of Assignor's interest in the leases, licenses, permits, mineral or royalty deeds and other agreements (and all amendments, revisions, ratifications or corrections thereof) described in the Property Schedule attached hereto and made a part hereof (herein called the "Subject Leases"), insofar as the Subject Leases cover and relate to the land described in the Property Schedule (herein called the "Land"), together with all the property and rights incident thereto (provided that, if there is any conflict or ambiguity between this Article I, Paragraph 1, and the provisions of Article I, Paragraph 2, of this Assignment, then the provisions of Article I, Paragraph 2, will govern and control; and

2. All of Assignor's interest in and to any and all rights, titles and interests which Assignor may own in the Subject Leases or any lands covered thereby which are not specifically described by the descriptions of the Land set out in the Property Schedule, as well as all of Assignor's interests in all leasehold, mineral, royalty or other property, economic or contractual interests, if any, owned by Assignor in and to the Subject Leases insofar as they relate to lands covered by the Subject Leases and not included in the Land, unless there is expressly labeled any excluded portion of a Subject Lease under the heading "Reserved from Subject Lease". It is the intention of Assignor to convey to Assignee the entirety of the interests owned by Assignor in the Subject Leases or the lands covered thereby as of the Effective Time and the description of the Land set forth in the Property Schedule shall not be deemed (i) to limit the quantity of such conveyance, or (ii) to reserve any interest in the Subject Leases to Assignor, unless there is expressly labeled any excluded portion of a Subject Lease under the heading "Reserved from Subject Lease".

3. All of Assignor's interest in all rights in, to and under all pooling and unitization agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders (i) in any way relating to the Subject Leases, or (ii) in any way relating to the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced therefrom, or (iii) in any way relating to the Assignor's ownership and/or acquisition of its interests in the Subject Leases (all of which agreements are herein called the "Agreements"). Assignee does hereby agree to assume and be subject to the proportionate share of all obligations and liabilities under the Agreements attributable to the Subject Interests.

198416

RECORDED	October 31, 1983	8:00 A.M.
IN BOOK	69	PAGE 481
FEES	6.00	COUNTY CLERK
SUBLETTE COUNTY CLERK		

481



4. All of Assignor's interest in all of the personal property, fixtures and improvements now or as of the Effective Time on the Subject Leases, appurtenant thereto or used or obtained in connection with the Subject Leases or with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from or attributable to the Subject Leases, including, without limitation, all wells, fixtures, casing and tubing, all production, gathering, treating, processing, compression, dehydration, salt water disposal and pipeline equipment, all machines, tools, dies, vessels, and other facilities of every kind, character and description, used or usable in connection with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from the Subject Leases; and

5. All of Assignor's interest in all other interests, if any, owned by Assignor in and to the Land or the Subject Leases or any other lands covered by the Subject Leases, including without limitation, all mineral or royalty interests, overriding royalty interests, net profits interests, production payments and any other economic interests owned by Assignor in the production of hydrocarbons from the lands covered by the Subject Leases; and

6. To the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Interests against Assignor's predecessors in title to the Subject Interests, and against any party or parties to the Agreements.

TO HAVE AND TO HOLD the Subject Interests unto Assignee and its successors and assigns forever.

## II.

This Assignment is made pursuant to the provisions of that certain Agreement Of Purchase And Sale dated effective as of September 1, 1982 between OXOCO and Terra Resources, Inc., et al. and Assignor acknowledges that the rights of OXOCO thereunder have been assigned to Assignee. The delivery of this Assignment shall not affect, enlarge, diminish or otherwise impair any of the warranties, representations or covenants made in such Agreement Of Purchase And Sale, and all of such warranties, representations and covenants shall survive the delivery of this Assignment to the extent, and in the manner set forth in such Agreement Of Purchase And Sale. The special warranties contained in Article III hereinafter shall be cumulative of and in addition to the warranties, representations and covenants contained in the Agreement Of Purchase And Sale.

## III.

1. Assignor hereby warrants, but only as to all persons claiming by, through or under Assignor and not otherwise, that:

a. Assignor has good and marketable title to the Subject Interests, free and clear of all liens, encumbrances and burdens, except the "Permitted Encumbrances" defined in Section 5.04 in the above-described Agreement Of Purchase And Sale, and

b. Giving effect to this Assignment, the Subject Interests herein assigned will entitle Assignee to receive not less than the decimal interest shown under the designation "Revenue

Interest" on the Property Schedule of all hydrocarbons produced, saved and marketed from the Producing Properties as identified in the Property Schedule, free and clear of all royalty, overriding royalty or other burdens on or measured by production of hydrocarbons from the Subject Interests, and

c. Giving effect to this Assignment, Assignee's obligation for costs and expenses arising out of its ownership of the Subject Interests and relating to the development of and operations on each Producing Property shown on the Property Schedule will not be greater than the decimal interest shown in connection with the designation entitled "Working Interest" on such Schedule.

2. In the event that Assignor has retained any portion of the lands covered by the Subject Leases as lands "Reserved from Subject Leases" or otherwise, then:

a. The warranties made in this Article III shall not be affected, diminished, or impaired by any such retention, and

b. Assignor, to the extent permitted by applicable law or contract, hereby grants to Assignee an easement over any such retained lands for purposes of ingress and egress to and from the lands included in the Subject Interests for all purposes in connection with operation, exploration and development of the Subject Interests.

3. Without limiting of any warranty, representation or covenant made in the above-described Agreement Of Purchase And Sale, this Assignment is made subject to the terms and conditions of each of the Subject Leases.

4. As to any personal property conveyed herein, Assignee disclaims and negates (i) any implied or express warranty of merchantability, and (ii) any implied or express warranty of fitness for use for a particular purpose, and (iii) any implied or express warranty of conformity to models or samples of materials.

#### IV.

1. Unless provided otherwise, all recording references in the Property Schedule are to the official real property records of the counties (or parishes) in which the Subject Interests are located.

2. Separate assignments of the Subject Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth (or incorporated) herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Subject Interests conveyed herein.

3. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording this

counterpart to be recorded in a given county or parish may contain only that portion of the Property Schedule that describes property located in that county or parish. Assignor and Assignee have each retained a counterpart of this assignment with a complete Property Schedule.

4. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED on February 28, 1983, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

TERRA RESOURCES, INC.

ATTEST:

*James P. Niedermeyer*  
(Assistant) Secretary

By:

*F. H. Merelli*  
F. H. Merelli, President

WITNESSES:

*Cathy C. Sullivan*

*Bruce D. Ogden*

(acknowledgement page and Property Schedule follows)

This instrument prepared by:

FOREMAN & DYESS  
4200 InterFirst Plaza  
1100 Louisiana  
Houston, Texas 77002



STATE OF OKLAHOMA  
COUNTY OF TULSA

§  
§ Subscribed and Sworn  
§

On this 28th day of February in the year 1983, before me the undersigned authority, duly commissioned and sworn, personally appeared F. H. MERELLI, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors. [CA]

On this 28th day of February, 1983, before me appeared F. H. MERELLI, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the President of TERRA RESOURCES, INC., and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the corporation. [LA]

Personally appeared before me, the undersigned authority, on this day the within named F. H. MERELLI who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. [MS]

On this 28th day of February, in the year 1983, before me, the undersigned authority, personally appeared F. H. MERELLI, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. [MT]

Before me, the undersigned authority, on this day personally appeared F. H. MERELLI, President of TERRA RESOURCES, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such corporation, and in the capacity therein stated. [TX]

The foregoing instrument was acknowledged before me this 28th day of February, 1983 by F. H. MERELLI, President of TERRA RESOURCES, INC., a Delaware corporation, on behalf of the corporation. [CO] [NM] [KS] [OK] [NB] [WY] [ND]

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the City of Tulsa, County of Tulsa, State of Oklahoma, this 28th day of February, 1983.

*Virginia L. Booth*  
NOTARY PUBLIC IN AND FOR  
TULSA COUNTY, OKLAHOMA

My Commission Expires:

March 1, 1986

VIRGINIA L. BOOTH  
Printed Name of Notary Public

5416 South Yale, Tulsa, OK 74135  
Address

15890  
2/26/83

485

PROPERTY SCHEDULE  
TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
SUBJECT INTERESTS

Preamble

1. This Property Schedule describes the Subject Interests referenced in the Assignment, Bill of Sale and Conveyance as being described in the Property Schedule. This Property Schedule includes this Preamble.
2. Reference is made to the land descriptions contained in the Subject Leases or other documents of title recorded as described in Exhibit "A" to this Property Schedule. To the extent that the land descriptions in Exhibit "A" are incomplete, incorrect or not legally sufficient, the land descriptions contained in the Subject Leases or other documents so recorded are incorporated herein by this reference.
3. References in Exhibit "A" to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties (or parish or parishes) in which the Subject Interests are located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.
4. Executed original counterparts of the Assignment, Bill of Sale and Conveyance to be filed for recording and recorded in the records of the various counties or parishes may have annexed thereto as Exhibit "A" only the division containing specific descriptions of the Subject Interests relating to lands located in the respective county or parish in which such counterpart is to be filed for recording. The omitted descriptions are hereby included in said recorded counterparts by reference to a counterpart of the said conveyancing documents with all of said specific descriptions annexed thereto as the same has been delivered to each party thereto.
5. This Property Schedule consists of:  
  
Exhibit "A" which sets forth (i) the name of each Producing Property and its Producing Property No. together with the "Working Interest" and "Revenue Interest" in such Producing Property which are warranted by Assignor, and (ii) a description of the Subject Leases applicable to each such Producing Property.

PRODUCING PROPERTY		WORKING	REVENUE	*** AREA ***		** STATE **	** COUNTY **
NUMBER	DIST NAME	INTEREST	INTEREST				
34368 55	FEDERAL 1-23	•00000000	•00000000	2319	BIRD CANYON	49 WYOMING	035 SUBLETTE
LEASE	LESSOR		LESSEE	DATE	EXPIRE DATE	VOLUME	PAGE
							RYLTY GROSS NET
							INT. ACRES ACRES
34368-00	BIRD CANYON #1-23 FEDERAL			9/25/80	9/25/70		
				T-27N	R-112W	•00000	320.00
				SEC 23:	NATURAL GAS AND ASSOCIATED LIQUID		•00
					HYDROCARBONS PRODUCIBLE FROM THE		
					FRONTIER AND BEAR RIVER FORMATION		
					UNDERLYING THE S/2 PER C/A #NCR 249		
					EFFECTIVE 9-1-80		
4086-00	U.S.A.			6/01/76	5/31/66		
				T-27N	R-112W	•00000	640.00
				SEC 23:	NW (SURF TO 8693')		320.00
					(BELOW 8693')		TR.01
				SEC 23:	SW (SURF TO 8693')		TR.02
					(BELOW 8693')		TR.01
							TR.02
46106-00	U.S.A.			1/01/78	1/01/68		
				T-27N	R-112W	•12500	200.00
				SEC 23:	6TH P.M.		37.50
					S/2 SE/4		
					RESERVED FROM SUBJECT LEASE:		
					SEC 24: SE NW, E/2 SW		



488

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-48190  
Lease effective date  
December 1, 1974  
FOR BLM OFFICE USE ONLY  
New Serial No.

PART I

1. Assignee's Name

FMC Corporation

Address (include zip code)  
1801 California Street, Suite 2720  
Denver, CO 80202

The undersigned, as owner of 62.5% - Tracts 1 & 2 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 110 West, 6th P.M.  
Section 1: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$  - Tract 1  
Section 2: Lots 1,2, S $\frac{1}{2}$ NE $\frac{1}{4}$  - Tract 2

198422

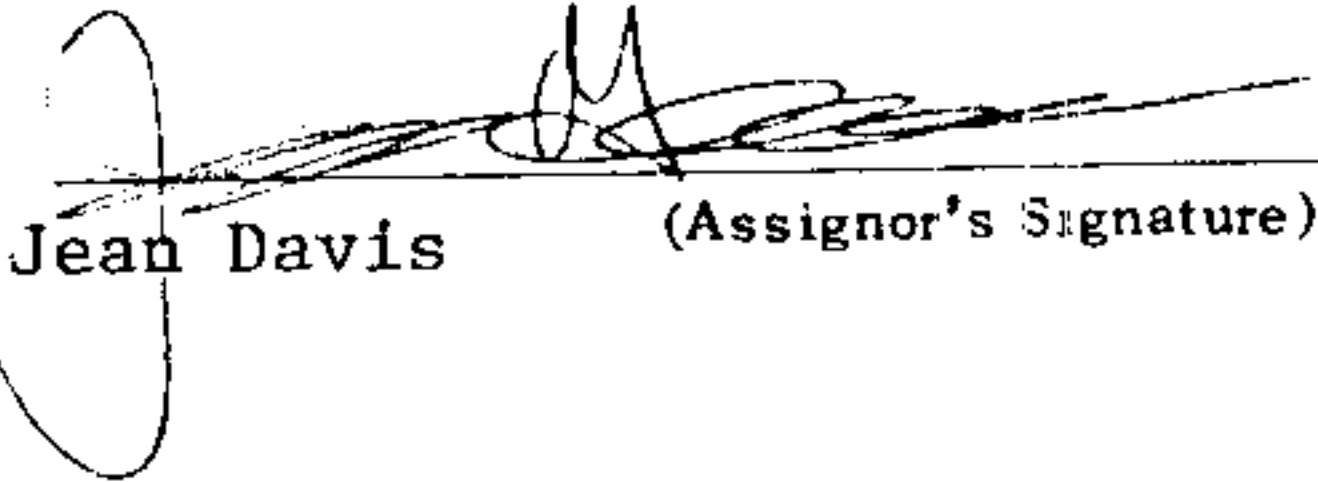
RECORDED October 31 1983 1:30 P.M.  
IN BOOK 68019 PAGE 488  
FEES 6.00  
SUBLETTE COUNTY CLERK

3. Specify ~~XXXXXXXXXXXXXXXXXXXX~~ record title interest being conveyed to assignee 3.125%-Tr. 1  
6.25% -Tr. 2
4. Specify ~~XXXXXXXXXXXXXXXXXXXX~~ record title interest being retained by assignor, if any 59.375%-Tr. 1  
56.25% -Tr. 2
5. Specify overriding royalty being reserved by assignor NONE
6. Specify overriding royalty previously reserved or conveyed, if any 5%
7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of September, 19 83.

  
Jean Davis (Assignor's Signature)

410 Seventeenth Street, Suite 1400  
(Assignor's Address)  
Denver, CO 80202  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

(Title) (Date)

## 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 28th day of October, 19 83  
FMC CORPORATION

Donald L. Beckwith  
(Assignee's Signature)

Donald L. Beckwith, Agent

1801 California Street, Suite 2720

(Assignee's Address)

Denver CO 80202

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO )  
CITY AND ) SS.  
COUNTY OF DENVER )

On this 22<sup>nd</sup> day of September, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires: February 25, 1986  
NOTARY PUBLIC  
OF COLORADO

Robert J. Brown  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address

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.

ASSIGNMENT AND CONVEYANCE

This Assignment and Conveyance made and entered into this 3rd day of August 1983, by and between ENERGY RESERVES GROUP, INC., a Delaware corporation, with an office and place of business at 1801 Broadway, Denver, Colorado 80202 hereinafter sometimes called "Grantor" and Belco Development Corporation, a Delaware corporation having an office and place of business at 10000 Old Katy Road, Houston, Texas 77055 sometimes called "Grantee".

WITNESSETH:

That the said Grantor, effective as of May 1, 1983, at 7:00 A.M., M.D.T., hereinafter referred to as the "effective date", for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, grant, bargain, sell, convey, set over and deliver unto the said Grantee, the following described and referred to properties and interests which are together hereinafter sometimes referred to as the "Subject Interests":

All of Grantor's right, title and interest in and to:

1. All of those properties, rights and interests described on Exhibit "A", attached hereto and made a part hereof for all purposes, together with all operating rights as to the oil, gas and mineral leases described on Exhibit "A";
2. Together with all units associated with the oil, gas and mineral leases noted on said Exhibit and all personal property, improvements, moveables, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development, maintenance or operation of the properties, rights and interests described in No. 1 hereinabove or the production, treating, storing or transportation of the oil, gas or other minerals produced from such leases including, but not by way of limitation, wells tanks, boilers, buildings, fixtures, machinery and other equipment, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development, maintenance or operation of the properties, rights and interests described in No. 1 hereinabove or the production, treating, storing or transportation of oil, gas or other minerals produced from the properties, rights and interests described in No.1 hereinabove or the production, treating, storing or transportation of oil, gas or other minerals produced from the properties, rights and interests described in No.1 hereinabove.

198423

RECORDED	October 21 1983 1:30 P.M.
IN BOOK 69 549	PAGE 490
FEES 14.00	
J. J. Yule COUNTY CLERK	
SUBLETTE COUNTY CLERK	



This Assignment and Conveyance is made and accepted subject to the following terms and conditions:

1. Grantor hereby warrants title as to the real properties described in Exhibit "A" against the claims of any and all persons lawfully claiming by, through or under Grantor and to no further extent. However, pursuant to this Assignment and Conveyance, Grantee shall be fully subrogated to the rights of Grantor under warranties of title made by others.
2. The personal property, improvements and moveables included in Subject Interests are conveyed without any any warranties, expressed or implied, as to quality, merchantability or fitness for the use or for a particular purpose. Additionally, such items are conveyed "as is" or "where is".
3. Grantee agrees to indemnify and hold Grantor harmless from any and all claims, attorneys' fees, demands, costs, causes of action, suits, fines damages, rulings, and judgments accruing on and after the effective date and based on or in any way related to the use, operations, installation, removal or maintenance of the personal property, improvements and moveables included in the Subject Interests.
4. This Assignment and Conveyance is made subject to all of the terms, conditions and covenants ennuiciated in that certain Sales Agreement between Grantor, therein called "Seller", and Grantee, therein called "Buyer", covering the Subject Interests and dated July 18, 1983. However, any conflict in written language between this instrument and said Sales Agreement shall be resolved in favor of said Sales Agreement.
5. All oil, liquids and gas produced and saved from the Subject Interests as of 7:00 A.M., M.D.T., May 1, 1983, belong to Grantor. All oil, liquids and gas produced and saved from the Subject Interests after such date and time belong to Grantee and are hereby conveyed by Grantor to Grantee.
6. Grantee shall fully comply with all terms, covenants and conditions of oil, gas and mineral leases included in the Subject Interests and all related documentation agrees to indemnify and hold Grantor harmless from all claims, demands, fines, attorneys' fees, judgments, and damages accruing on and after the closing date and resulting from Grantee's failure to so comply.
7. Grantee hereby agrees to indemnify and hold harmless Grantor from all attorneys' fees, costs, fines, damages, claims, judgements, and losses, accruing after said closing date, and resulting from, arising out of or associated with Grantee's act or omissions as to the Subject Interest or any part thereof.

Page three

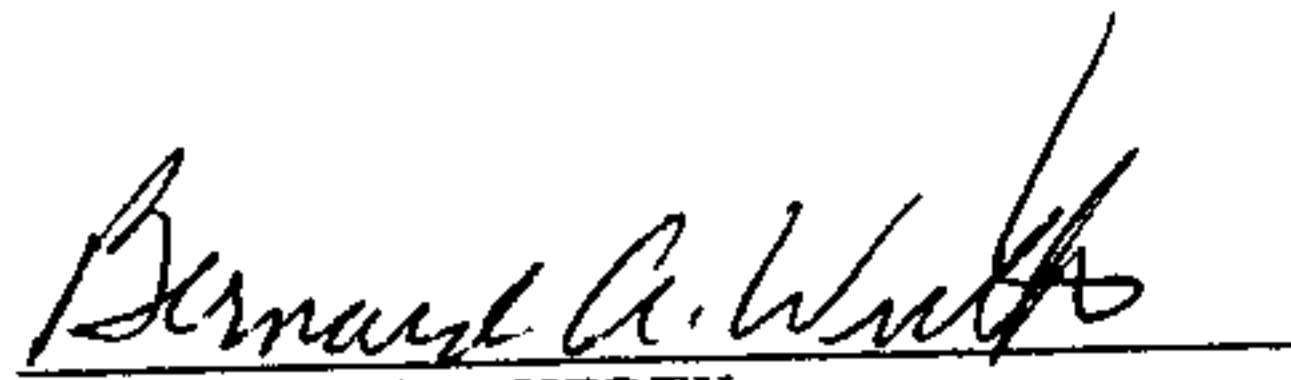
8. This Assignment and Conveyance is made specifically subject to any and all conveyances, reservations and encumbrances filed of record as of the effective date of this Assignment, even though such conveyances, reservations and encumbrances are not specifically recited herein, to any gas purchase contracts currently in force as to the Subject Interests, if any, and all non-consent elections by Grantor or its predecessors in interest.
9. This instrument shall be considered as a bill of sale as to the items of personal property, improvements and moveables conveyed hereby.

TO HAVE AND TO HOLD the Subject Interests together with the conveyed appurtenances unto the said Grantee, its successors and assigns forever, according to the hereinabove noted terms, conditions and covenants.

This Assignment and Conveyance extends to and binds the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has caused this Assignment and Conveyance to be executed in duplicate originals on the date first above written, but effective as of May 1, 1983.

ENERGY RESERVES GROUP, INC.

  
BERNARD A. WIRTH,  
Attorney-in-Fact

BELCO DEVELOPMENT CORPORATION

  
J. M. OSWALD, Sr. Vice President


*Small handwritten initials/monogram, possibly "EMA", to the right of the signature.*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

On this 3rd day of August, 1983, before me a Notary Public, personally appeared Bernard A. Wirth, known to me to be the Attorney-in-Fact of Energy Reserves Group, Inc., the corporation that executed the within instrument, as acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal the day and year first above written.

My Commission Expires:

March 20, 1986

  
Lee J. Boller, Notary Public  
P.O. Box 1407, Denver, CO 80201

STATE OF TEXAS )  
 ) ss.  
COUNTY OF HARRIS )

On this 23rd day of August, 1983, before me, a Notary Public, personally appeared J. M. OSWALD known to me to be the SENIOR VICE PRESIDENT of BELCO DEVELOPMENT CORPORATION the corporation that executed the within instrument, as acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal the day and year first above written.

My Commission Expires:

April 30, 1985


  
Notary Public in and for the State of Texas  
Lori Boliver



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Conveyance effective May 1, 1983 between Energy Reserv  
Belco Development Corporation

STATE: WYOMING  
COUNTY: SUBLETTE  
PROSPECT: PAN AM

LEASE SCHEDULE

LEASE NO.	LESSOR	LEASE DATE & TERM	BASIC RI	ORRI BURDEN	DESCRIPTION
W-110	U.S.A. (EV-023053)	1-01-48 HBP	12.5%	2.5%	<u>Township 27 North, Range 112 West</u> Section 15: E $\frac{1}{2}$ NE $\frac{1}{4}$
W-111	U.S.A. (EV-023053A)	1-01-48 HBP	12.5%	2.5%	<u>Township 27 North, Range 112 West</u> Section 15: E $\frac{1}{2}$ SE $\frac{1}{4}$
W-112	U.S.A. (EV-023057)	1-01-48 HBP	12.5%	2.5%	<u>Township 27 North, Range 112 West</u> Section 10: SE $\frac{1}{4}$ Section 15: W $\frac{1}{2}$ NE $\frac{1}{4}$
W-113	U.S.A. (EV-023057A)	1-01-48 HBP	12.5%	2.5%	<u>Township 27 North, Range 112 West</u> Section 15: W $\frac{1}{2}$ SE $\frac{1}{4}$
W-114	U.S.A. (EV-023066)	1-01-48 HBP	12.5%	2.5%	<u>Township 27 North, Range 112 West</u> Section 10: Lots 6 & 8, E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 15: Lot 1, E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{2}$ NW $\frac{1}{4}$
W-115	U.S.A. (EV-023066A)	1-01-48 HBP	12.5%	2.5%	<u>Township 27 North, Range 112 West</u> Section 15: SW $\frac{1}{4}$
W-116	U.S.A. (W-053031)	9-01-57 HBP	12.5%	1.0%	<u>Township 27 North, Range 112 West</u> Section 15: Lot 2; that portion of the bed of the Green River that is riparian to Lot 2 being more particularly described as follows: Beginning at the meander corner of Sec. 10 & 15 on the right bank downstream, which is the point of beginning; thence in Sec. 15, South 5 $\frac{1}{4}$ ° West 1.50 chains to meander corner Fractional Sec. 15 & 16; thence east to the thread of the stream approximately 2 chains; thence in the northeasterly direction following the thread of the stream to the Sec. 1 line of Sec. 10 & 15; thence west approximately 2 chains to the meander corner of Sec. 10 & 15 to the point of beginning

E: WYOMING  
ITY: SUBLETTE  
CT: PAN AM

LEASE SCHEDULE

LEASE NO.	LESSOR	LEASE DATE & TERM	BASIC RI	ORRI BURDEN	DESCRIPTION	GROSS ACRES	ERG'S NET ACRES
W-117	U.S.A. (W-066701)	8-01-49 HBP	12.5%	1.0%	Township 27 North, Range 112 West Section 10: That portion of the bed of the Green River that is riparian to Lots 1, 4, 5, 6 and 8 Section 15: That portion of the bed of the Green River that is riparian to Lot 1	28.49	28.49

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB NO. 1004-0034  
Expires: February 28, 1982ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASELease Serial No.  
W-7573-ALease effective date  
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

## PART I

## 1. Assignee's Name

TERRA RESOURCES, INC.

Address (include zip code)

P. O. Box 2329  
Tulsa, OK 74101

The undersigned, as owner of <sup>Tr. I-50</sup>~~Tr. I-50~~ percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

## 2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 28 North, Range 109 West, 6th P.M.

Section 20: All (Tract I)

Section 22: All (Tract II)

198457

RECORDED November 3 1983 2:00 PM  
IN BOOK 69 PAGE 496  
FEES \$8.00 Linda Yabo COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Sublette County, Wyoming

Dorothy M. Luni

## 3. Specify interest or percent of assignor's record title interest being conveyed to assignee

Tr. I

Tr. II

25.0%

12.5%

## 4. Specify interest or percent of record title interest being retained by assignor, if any

25.0%

37.5%

## 5. Specify overriding royalty being reserved by assignor

NONE

NONE

## 6. Specify overriding royalty previously reserved or conveyed, if any

8.0%

8.0%

## 7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of September, 1983.  
DAVIS OIL COMPANY, A Partnership

Paul Messinger  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400

(Assignor's Address)

Denver, Colorado 80202

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date)



# 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 27th day of September, 19 85.  
TERRA RESOURCES, INC.

TERRA RESOURCES, INC.  
P. O. BOX 2329  
TULSA, OK. 74101

(Assignee's Signature)

(Assignee's Address)

F. H. Morrelli, President

ATTEST

James P. Niedermeyer, Secretary

(City)

(State)

(Zip Code)

Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)).

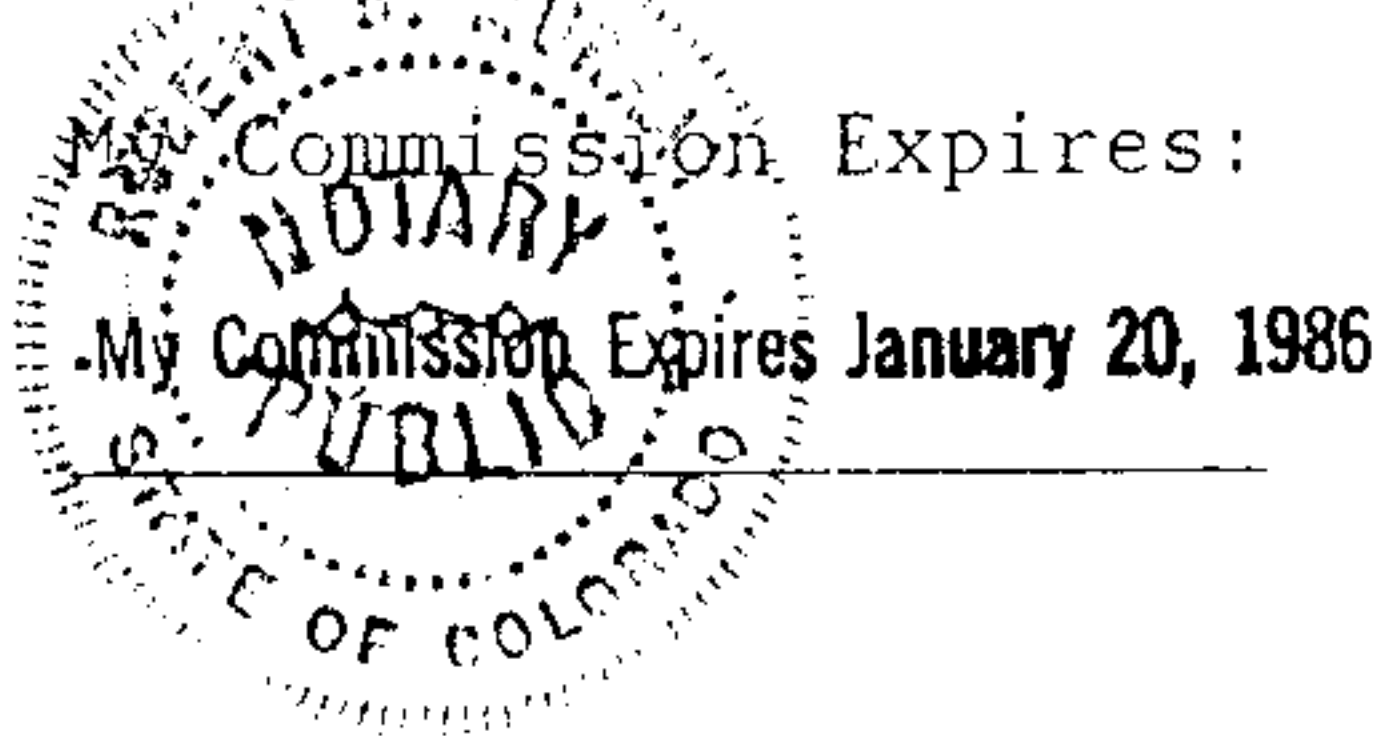
Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

STATE OF COLORADO )  
 CITY AND ) SS.  
 COUNTY OF DENVER )

On this 19<sup>th</sup> day of September, 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 instru-  
 ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
 ship, 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 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.



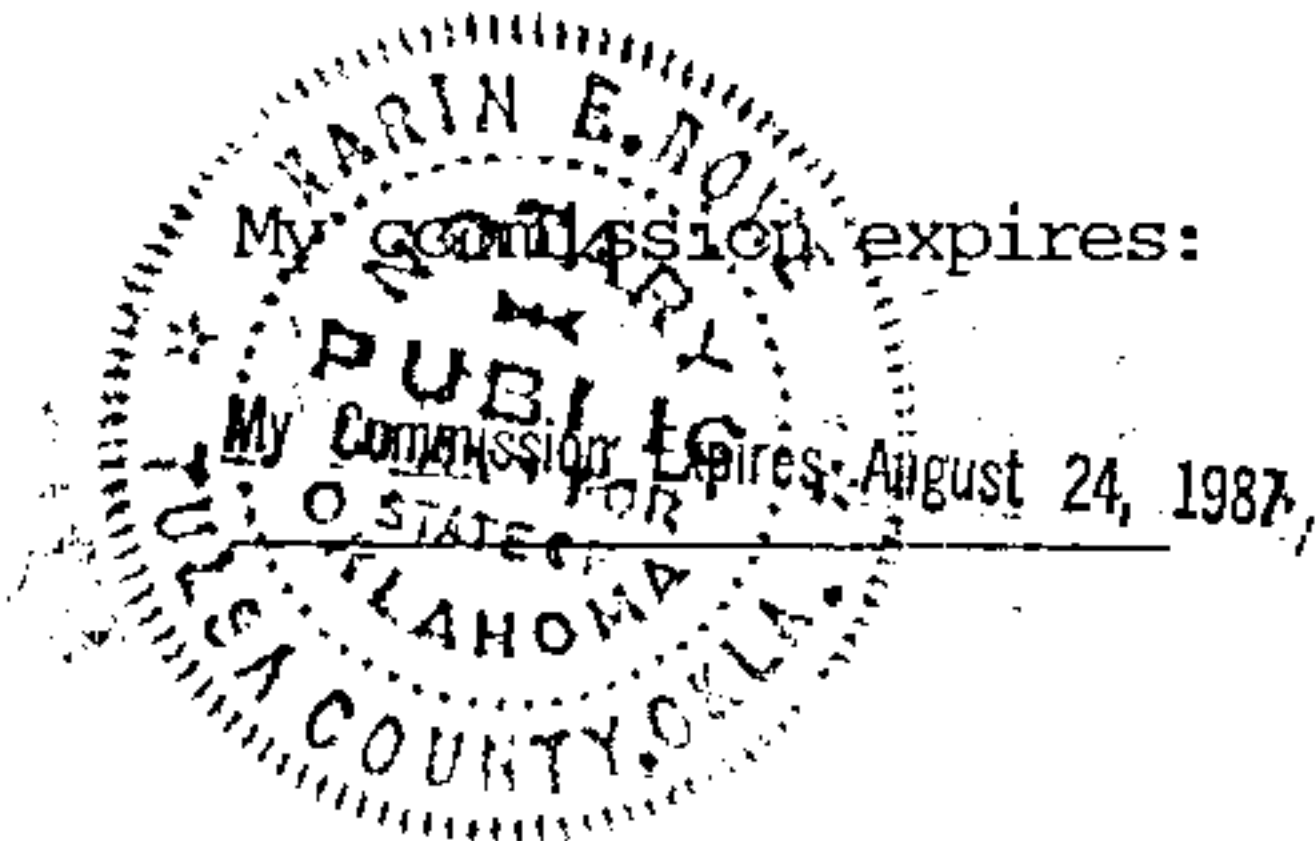
Robert B. Murray  
 Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
 Address

STATE OF OKLAHOMA )  
 )  
 COUNTY OF TULSA )

On the 27 day of SEPT., 1983, before me the undersigned, a  
 Notary Public in and for said State, personally appeared F. H. Merelli,  
 known to me to be the President and James P. Niedermeyer, known to me  
 to be the Assistant Secretary of Terra Resources, Inc., the corporation  
 that executed the within instrument on behalf of the corporation therein  
 named, and acknowledged to me that such corporation executed the same  
 pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
 official seal at my office in said State the day and year in this  
 certificate first above written.



Karin E. Rowe  
 Notary Public in and for said County  
 and State

# ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO.  
W-65302

KNOW ALL MEN BY THESE PRESENTS:

MELBOURNE CONCEPT

That PROFIT SHARING TRUST, hereinafter called the "Assignor" for consideration of ONE DOLLAR (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, AND CONVEY unto Frank N. Critelli, 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225 hereinafter called the "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 Pan Eastern Exploration Company

Production Payment of thirty-three and one-third (33-1/3%) percent of \$10,000.00 per acre out of 5 % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign ALL of its interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Pan Eastern Exploration Company detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 31N; Range 115W; 6th P.M.

Sec. 2: E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ,

Sec. 3: NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ,

Sec. 11: NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ ,

Sec. 14: N $\frac{1}{2}$ ,

Containing 1200.00 acres, in Sublette County, Wyoming.

Dated this 23rd day of September, 1983.

MELBOURNE CONCEPT PROFIT SHARING TRUST

Frank N. Critelli, Trustee 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225  
"Assignor" Address

Frank N. Critelli, Trustee

198483

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK: SS.  
COUNTY OF ERIE :

The foregoing instrument was acknowledged before me this 23rd day of September, 1983, by Frank N. Critelli.

MELBOURNE CONCEPT PROFIT SHARING TRUST  
Frank N. Critelli, Trustee

Notary Public

My Commission Expires

LYNN M. RITCHIE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

RECORDED Nov 4 1983 3:20 PM  
IN BOOK 69 West PAGE 499  
FEES 4.00 Long York COUNTY CLERK  
SUBLETTE COUNTY CLERK

*[Signature]*

Lynn M. Ritchie

Notary Public

Entry No 89746 Book 430  
Recorded 10/28/83 at 4:39 PM Page 412  
Fee JOYCE HOLMES, UNITA COUNTY CLERK  
\$ 4.00 By Elaine Smith  
Indexed \_\_\_\_\_ Abstract \_\_\_\_\_ Recorded \_\_\_\_\_



500

~~8-9745~~

ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO.  
W-65302

KNOW ALL MEN BY THESE PRESENTS:

MELBOURNE CONCEPT

That PROFIT SHARING TRUST, hereinafter called the "Assignor" for consideration of ONE DOLLAR (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER, AND CONVEY unto Frank N. Critelli, 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225 hereinafter called the "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 Husky Oil Company

, in which "Assignor" herein reserved a Production Payment of thirty-three and one-third (33-1/3%) percent of \$10,000.00 per acre out of 5 % of all production.

"Assignor" herein also reserved to himself in the Assignment referred to above certain reassignment rights. "Assignor" further agrees to assign ALL of its interest to "Assignee" in any assignment or reassignment to which he might become entitled under such provisions in the Assignment to Husky Oil Company detailed above.

Lands involved in this Assignment are situated in Sublette County, in the State of Wyoming, to wit:

Township 31N; Range 115W; 6th P.M.

Sec. 2: E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ,

Sec. 3: NW $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{2}$ SE $\frac{1}{4}$ ,

Sec. 11: NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ ,

Sec. 14: N $\frac{1}{2}$ ,

Containing 1200.00 acres, in Sublette County, Wyoming.

Dated this 23rd day of September, 1983.

MELBOURNE CONCEPT PROFIT SHARING TRUST

Frank N. Critelli, Trustee 2959 Genesee Street, Suite #3, Buffalo, N.Y. 14225  
"Assignor" Address

Frank N. Critelli, Trustee

198484

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK: SS.  
COUNTY OF ERIE :

RECORDED Nov 4 1983 3:00 P.M.  
IN BOOK 69 PAGE 500  
FEES 4.00 COUNTY CLERK  
SUBLETTE COUNTY CLERK

*[Signature]*

The foregoing instrument was acknowledged before me this 23rd day of September, 1983, by Frank N. Critelli.

MELBOURNE CONCEPT PROFIT SHARING TRUST  
Frank N. Critelli, Trustee

Lynn M. Ritchie  
Notary Public

My Commission Expires March 30, 1985

LYNN M. RITCHIE  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

*Void*

Entry No 89745 Book 458  
Recorded 10/18/83 at 11:33 AM Page 411  
Fee JOYCE HOLMES UTA COUNTY CLERK  
\$ 4.00 By [Signature]  
Indexed        Abstract        Recorded

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
OFFER TO LEASE AND  
LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)  
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name  
Street  
City  
State  
Zip Code

Mark W. Stillings  
Room 163 Lower Level  
1271 Woodhull  
Topeka, Kansas 66604

W-83883

(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease:

State: **Wyoming**

County: **Sublette**

T. 29 N., R. 111 W., 6th Prin Mer

Sec 1: SE $\frac{1}{4}$ SE $\frac{1}{4}$

T. 30 N., R. 111 W.

Sec 7: SE $\frac{1}{4}$ SW $\frac{1}{4}$

19: NE $\frac{1}{4}$

20: NW $\frac{1}{4}$ NW $\frac{1}{4}$

198508

RECORDED	November 8	1983	8:00 A M
IN BOOK	69	Page	501
FEEES \$	14.00	County Clerk	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. McElwain*

Rental (a) (b) Beginning  
6th Year, \$3 per acre or  
Fraction Thereof

Containing a total of

200.00

acres

Annual Rental

\$

200.00

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 *Thomas M. Janc*  
(Signature of Signing Officer)

Chief, Oil &  
Gas Section

(Title)

MAR 18 1983

(Date)

By *Mark W. Stillings*  
(Offeror/Lessee Signature)

(Title)

(Atty-in-fact or Agent's Signature)

FEB 28 1983

(Date Signed)

Effective date of lease: APR 01 1983

FOR LESSEE



**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, telephone 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 owner of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amounts or value of production removed or sold from the leased lands as follows:

**Rentals.**—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of \$1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the 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.

(a) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plats and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the

leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) **Taxes and wages, freedom of purchase.**—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) **Equal Opportunity clause.**—During the performance of this contract the lessee agrees as follows:

(1) **Equal Opportunity clause.**—During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided*, 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 product 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 cessation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) **Deliver premises in cases of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

**Sec. 3. The lessor reserves:**

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

**Sec. 4. Drilling and producing restrictions.**—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

**Sec. 5. Surrender and termination of lease.**—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

**Sec. 6. Purchase of materials, etc., on termination of lease.**—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

**Sec. 7. Proceedings in case of default.**—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

**Sec. 8. Heirs and successors-in-interest.**—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

**Sec. 9. Unlawful interest.**—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 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, include  
zip code)

District Manager  
Bureau of Land Management  
P. O. Box 119  
Worland, Wyoming 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 appropriate 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.

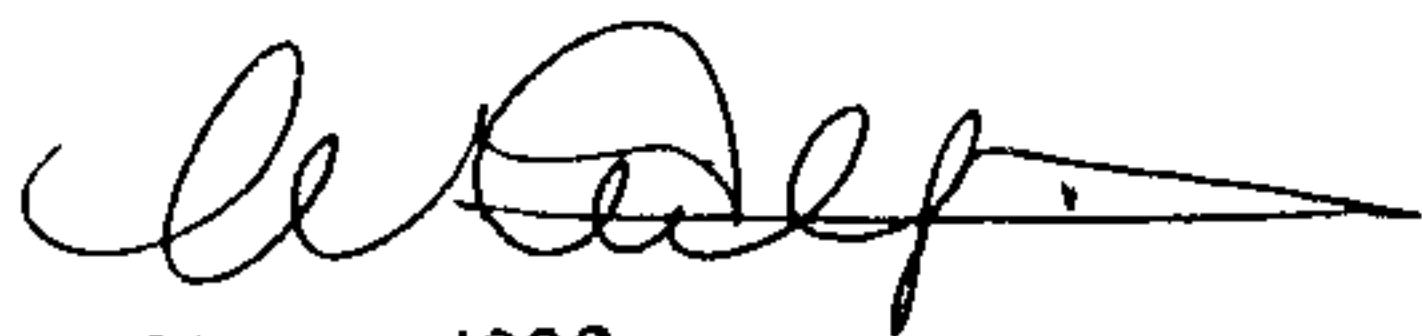
2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Manager, as appropriate, and will also furnish 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.



FEB 28 1983

WY 3109-9 (Jan 1983)  
(Replaces 3109-5)

CULTURAL RESOURCES STIPULATION

The Federal surface management agency is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any surface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the authorized 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 FEB: 28 1983

✓ Signature 

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), 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."

FEB: 28 1983

✓ Date

✓ Signature

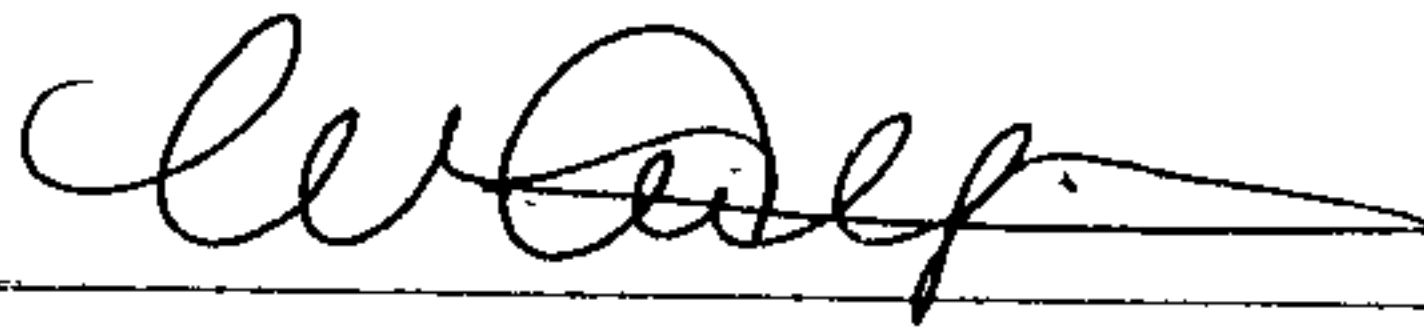


No drilling or storage facilities will be allowed within 500 feet of the Muddy Creek located in Sec. 20, NW $\frac{1}{4}$ NW $\frac{1}{4}$ . This distance may be modified when specifically approved in writing by the District Manager/Bureau of Land Management.

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.

✓ Date FEB: 2 8 1983

✓ Signature

A handwritten signature in dark ink, appearing to be "C. W. [unclear]", written over a horizontal line.

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-83883

Lease effective date  
April 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name  
Undivided 75% Undivided 25%  
Marshall & Winston, Inc. Mar-Win Development Co.  
Address (include zip code)  
310 West Tower, #10 Desta Drive, Midland, Texas 79705

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

T 29 N, R 111 W, 6th Prin. Mer.

Sec. 1: SE $\frac{1}{4}$ SE $\frac{1}{4}$

T 30 N, R 111 W

Sec. 7: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Sec. 19: N $\frac{1}{2}$ NE $\frac{1}{4}$

Sec. 20: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Containing 200.00 acres, more or less

198509

RECORDED November 8 1983 8:00 AM  
IN BOOK 69 PAGE 507  
FEES \$6.00 Lainy Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Dorothy M. Linn

- |   |              |
|---|--------------|
| 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  | 4% of 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 2nd day of September, 1983.



(Assignor's Signature)

Mark W. Stillings

Room 163 Lower Level

(Assignor's Address)

1271 Woodhull

Topeka, Kansas 66604

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 \_\_\_\_\_.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 lesser 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

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 mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease. *MS*

(43 CFR 3102). If bond is necessary, assignee must obtain bond prior to approval of the assignment.

annual rental.

4. Statement of Interest of Other Parties - If assignee is not the sole party in interest in the assignment, assignee must

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

## NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d)

State of Kansas )  
County of Shawnee ) ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of September, 1983 personally appeared Mark W. Stillings to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

3-28-87

*Cynthia Bennett*  
Notary Public



DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That A. W. FLEMING

P. O. Box 1029, Glenwood Springs, Colorado 81602

P. O. Box 1029, Glenwood Springs, Colorado 81602

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
A. W. FLEMING & CO., a Partnership	P. O. Box 1029 Glenwood Springs, Co. 81602	all interest owned by A. W. Fleming

being in all a total of an undivided 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 27 North, Range 114 West, 6th PM

Section 5: Lots 7, 8, 9, 10, 11, 12

containing 165.36 acres more or less

It is the intent of the Assignor to assign all interest owned by him in any lands in Sublette County unto A. W. Fleming & Co., a Partnership

XEPUECKKWEKKXOXAXXOMXXJANNAKYXIYXIS8A

~~CONFIDENTIAL~~

WITNESS our hands this 31st day of October, 1983.

*A. W. Fleming*  
A. W. Fleming

Colorado ) ss.  
Garfield )

instrument was acknowledged before me this 31st day of October, 1983,  
A. W. Fleming \_\_\_\_\_.

Notary Public

My commission expires 8-24-87

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.

Notary Public

My commission expires \_\_\_\_\_

198571

RECORDED November 14 1983 8:00A M  
IN BOOK 69 Det PAGE 509  
FEES \$ 4.00 Lain J. Yab COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*by Dorothy M. Stuenkel*

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE  
CHEYENNE, WYOMING

510  
Federal #10-20 Well  
Federal #40-20 Well  
WY-293

FORM APPROVED  
OMB NO. 1004-0034

Lease Serial No.  
W 68117

Lease effective date  
July 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Canadian Cheyenne Petroleum Corp.

Address (include zip code)  
504 Lancaster Building, 304 8th Ave., S.W.  
Calgary, Alberta, Canada T2P 1C2

87.7654

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 27 North, Range 111 West, 6th P.M.

Section 20: SE/4, NW/4, NW/4SW/4,  
S/2SW/4

Containing 440.00 acres more or less in  
Sublette County, Wyoming

CERTIFIED

to be a true and comparative copy  
of the official records on file

198578

OCT 26 1983

BUREAU OF LAND MANAGEMENT

NOV 4 1983 3:00 P.M.  
BOOK 69 PAGE 510  
FEE \$8.00 LINDA YAKS COUNTY CLERK  
SUBLETT COUNTY, PINEDALE, WYOMING

Dorothy M. Sturtevant

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

5.5070%

4. Specify interest or percent of record title interest being retained by assignor, if any

32.1594%

5. Specify overriding royalty being reserved by assignor

None

6. Specify overriding royalty previously reserved or conveyed, if any

Seven Percent (7%) of 8/8ths

7.00%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 17th day of September, 1981.

Energetics, Inc.

(Assignor's Signature)

By: P. D. Maher, Executive Vice President

Qualifications on file under M-065500

ATTEST: Marguerite C. Scott  
Marguerite C. Scott  
Assistant Secretary

102 Inverness Terrace East  
(Assignor's Address)

Englewood, Colorado 80112

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

44500

WY293

11109

(Title)



## 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 Qualifications pending
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 8th day of March, 1982.  
Canadian Cheyenne Petroleum Corp.

504 Lancaster Building  
304 8th Ave. SW

By:

(Assignee's Signature)

(Assignee's Address)

H. J. Carine, Its Agent

Calgary, Alberta, Canada T2P 1C2

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## INSTRUCTIONS

STATE OF COLORADO )

COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared P. D. Maher, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of September, 1982.

My Commission Expires:

My Commission Expires Oct. 22, 1985

Notary Public

Englewood, CO 80112

(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.

to be a true and comparative copy  
of the official records on file

OCT 26 1983

BUREAU OF LAND MANAGEMENT



EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
RECORD TITLE TO OIL AND GAS LEASE SERIAL  
NUMBER W68117, DATED September 15th, 1981

DEPARTMENT OF THE ATTORNEY  
GENERAL OF LAND MANAGEMENT

1982 MAY 12 AM 9:30

RECEIVED  
CHEYENNE, WYOMING

Hereinafter called Assignee's, a total undivided 5.6070% of  
the record title to the above designated oil and  
gas lease together with an identical interest in and to all of the personal  
property, fixtures, pipelines, equipment and improvements now thereon, appur-  
tenant thereto or used or obtained in connection therewith, or with the pro-  
duction or treating of hydrocarbons produced therefrom, attributable thereto  
or processed thereon, and all other appurtenances thereunto belonging. Subject  
to all agreements, royalties, overriding royalties, product purchases and sale  
contracts, leases permits, rights of way, easements, licenses, options and  
orders in any way relating thereto.

To have and to hold the interests unto the Assignee's their successors  
and assigns.

This Assignment is made without representation or warranty of title,  
either express or implied and shall be effective to include first production.

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 26 1983

BUREAU OF LAND MANAGEMENT

PROVINCE OF ALBERTA )  
                                  )  
C A N A D A                )

BEFORE ME, the undersigned authority, in and for the said province,  
on this day personally appeared H. J. Caine, known to me to be the person  
whose name is subscribed to the attached instruments and acknowledged to me  
that the same was the act of the said CANADIAN CHEYENNE PETROLEUM CORP., a  
corporation, and that he executed the same as the act of such corporation for  
the purposes and consideration therein expressed, and in the capacity therein  
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of March, 1982.

Wallace B. MacInnes  
Wallace B. MacInnes  
Notary Public in and for  
the Province of Alberta.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

"UNITED STATES OIL AND GAS LEASE" see below

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That SARAH F. FLEMING

P. O. Box 1029, Glenwood Springs, Colorado 81602

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
Sarah F. Fleming & Co. a Partnership	P. O. Box 1029 Glenwood Springs, Colorado 81602	all interest owned by Sarah F. Fleming

being in all a total of ~~annexed~~ 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:

W-0320213

W-51103

Township 28 North, Range 114 West, 6th PM

Township 28 North, Range 114 West, 6th PM

Section 20: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,  
14,15,16,17,18,19,20

Section 17: Lots 1,2,3,5,6,7,8,9,10,  
11,12,13,14,15,16,17,18,  
19,20

Section 29: Lots 3,4,5,6,7,8,13,14,15

It is the intent of the Assignor to assign all interest owned by her in any lands in Sublette County unto Sarah F. Fleming & Co., a Partnership.

Containing 1,701.44 acres, more or less.

WITNESS our hands this 31st day of October, 1983.

Sarah F. Fleming  
Sarah F. Fleming

Colorado ) ss.

Garfield )

The foregoing instrument was acknowledged before me this 31st day of October, 1983,  
by Sarah F. Fleming

Julie Higgins  
Notary Public Julie Higgins

My commission expires August 24, 1987

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.

Notary Public

My commission expires \_\_\_\_\_

198579

RECORDED November 14 1983 3:00 PM  
IN BOOK 69 PAGE 513  
FEES \$ 4.00 Loring Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M. Shive

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

Lease Serial No.  
**W 68117**  
Lease effective date  
**July 1, 1979**  
FOR BLM OFFICE USE ONLY  
New Serial No.

PART I

1. Assignee's Name

Backer Resources, Inc.

Address (include zip code)

650-409 Granville Street

Vancouver, British Columbia V6C 1T2

The undersigned, as owner of **82.8108** 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

T27N, R111W, 6th P.M.

Sec. 8: S $\frac{1}{2}$ SW $\frac{1}{4}$   
17: W $\frac{1}{2}$

Sublette County, Wyoming  
containing 400 acres

**198604**

SAME LAND DESCRIPTION AS ITEM 2

RECORDED November 17 1983 8:00 PM  
IN BOOK 69 O & G PAGE 514  
FEES \$6.00 Loring Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

24%

4. Specify interest or percent of record title interest being retained by assignor, if any

58.8108%

5. Specify overriding royalty being reserved by assignor

none

6. Specify overriding royalty previously reserved or conveyed, if any

Seven Percent (7%) of  
8/8ths

7.00%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$  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 21st day of December, 1981.

by:

(Assignor's Signature)

Gene W. Anderson, Vice President-Land

Energetics, Inc.

102 Inverness Terrace East

(Assignor's Address)

Attest:

Lou Switzer, Assistant Secretary

Englewood

(City)

Colorado

(State)

80112

(Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1982

Chief, Oil &  
Gas Section

(Title)

(Date)

NOV 17 1982

22497

ASSIGNEE



## 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 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 ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as 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 15th day of January, 1982.

X David M. Mercier  
(Assignee's Signature)

David M. Mercier, President

Backer Resources Inc.  
1040-609 Granville Street  
(Assignee's Address)

Vancouver British Columbia V7Y 1G5  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO )

COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of December, 1981.

My Commission Expires:

My Commission Expires Aug. 14, 1985

John M. Sanders  
Notary Public

102 Inverness Park, E.  
Englewood, Colo, 80112

(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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB NO. 42-R1599TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

CHEYENNE, WYOMING

## 1. Assignee's Name

Backer Resources, Inc.

Address (include zip code)

650 - 409 Granville Street  
Vancouver, British Columbia, V6C 1T2 Canada

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 111 West, 6th P.M. - Tract I  
Section 5: NW/4

198605

Township 27 North, Range 111 West, 6th P.M. - Tract II

Section 5: SW/4

Section 6: S/2 NE/4, SE/4

Section 7: NE/4

Section 8: NW/4, N/2 SW/4

\*82.8108% in Tract I, 49.68648% in Tract II.

RECORDED Nov 17 1983 8:00 AM  
IN BOOK 69045 PAGE 516  
FEES 6.00  
SUBLETT COUNTY CLERK  
Dorothy M. Stein

## 3. Specify interest or percent of operating rights being conveyed to assignee

Tract I 24.00%  
Tract II 14.40%

## 4. Specify interest or percent of operating rights being retained by assignor

Tract I 58.8108%  
Tract II 35.28648%

## 5. Specify overriding royalty interest being reserved by assignor

none

## 6. Specify overriding royalty previously reserved or conveyed, if any

Tract I 8.25%  
Tract II 6.70%

## 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 21st day of December, 19 81.

ENERGETICS, INC.

102 Inverness Terrace East

(Assignor's Signature)

(Assignor's Address)

By: Gene H. Anderson, Vice President-Land

Attest: Lou Switzer, 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 FEB 1 1982

By

(Authorized Officer)

Chief, Oil &  
Gas Section

NOV 16 1982

(Title)

(Date)



**ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER  
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)**

**ASSIGNEE CERTIFIES THAT**

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56800.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 15th day of January, 1982.



(Assignee's Signature)

David M. Mercier, President

Backer Resources Inc.

1040-609 Granville Street

(Assignee's Address)

Vancouver British Columbia V7Y 1G5

(City)

(State)

(Zip Code)

Article 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO }

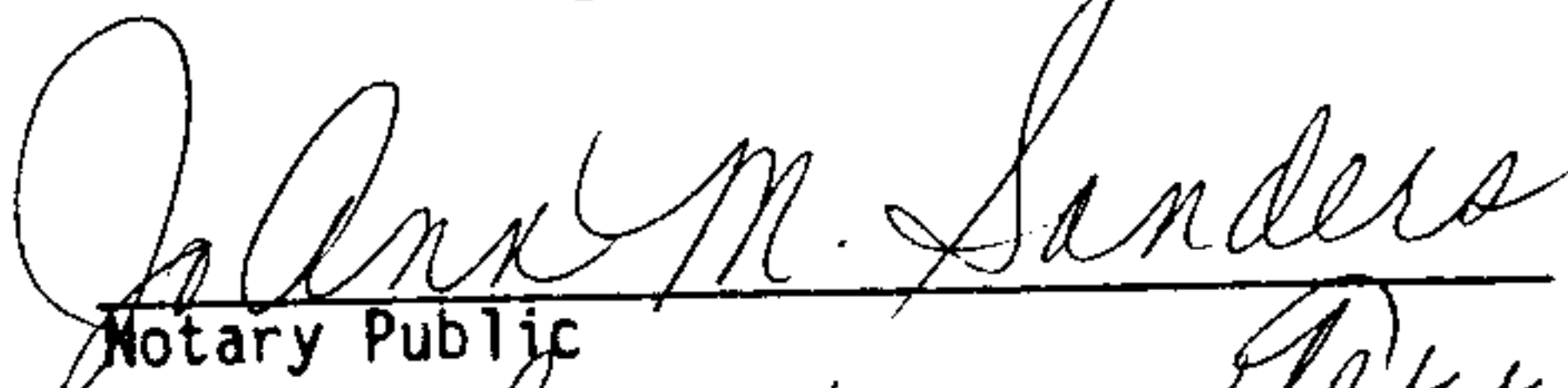
COUNTY OF ARAPAHOE }

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of December, 1981.

My Commission Expires:

My Commission Expires Aug 14, 1985

  
Notary Public

102 Inverness Drive E.  
Englewood, Colo. 80112

(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.



518  
598  
198610

RECORDED November 17 1983 2:00 PM  
IN BOOK 69 Dist PAGE 518  
FEES \$ 34.75 Leasing Yak COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

AREA: WYOMING

ASSIGNMENT AND AGREEMENT

This agreement, made and entered into this 15th day of August, 1983, by and between Phillips Petroleum Company, a Delaware corporation, with an operating office at 8055 East Tufts Avenue Parkway, Denver, Colorado 80237, Party of the First Part, hereinafter called "First Party", and McMahon-Bullington, P. O. Box 2569, Wichita Falls, Texas 76307, Party of the Second Part, hereinafter called "Second Party".

WITNESSETH:

WHEREAS, First Party is the owner of a working interest in certain oil and gas lease or leases insofar as the same covers the lands described in Exhibit "1" attached hereto and by this reference made a part hereof, which oil and gas lease or leases are briefly described in Exhibit "1". (Said lands described in Exhibit "1" shall hereinafter be sometimes referred to as "lease acreage".) References made to said lease or leases, any assignments thereof, and to the record thereof for all the terms and conditions thereof; and

WHEREAS, First Party desires to assign said leased acreage, and Second Party desires to acquire said leased acreage for the consideration of and under the terms and conditions hereinafter set out.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, to be kept and performed by the parties hereto, and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the parties hereto do hereby agree as follows:

I.  
ASSIGNMENT

First Party, subject to the conditions, exceptions, reservations, covenants and agreements hereinafter set forth, does hereby assign and transfer unto Second Party, without representation or warranty of title, either express

Fremont County: Wyo. No. 1059120  
Recorded

OCT 24 1983 Book 243 of Microfilm Page 598  
2:00 o'clock P.M. James A. Farthing  
County Clerk

or implied, all of its right, title, and interest in and to the oil and gas lease or leases described in Exhibit "1".

This assignment is subject to its proportionate part of all valid and existing overriding royalties, production payments, and other encumbrances which may appear of record. Such assignment is also made expressly subject to all the terms and provisions of this agreement.

Second Party shall promptly record this assignment in the county records in which the lands are located. In addition, Second Party agrees to take such action necessary to secure governmental approval as to any assignments of federal or state oil and gas lease or leases.

## II. NET PROFITS INTEREST

Second Party contracts and agrees to pay to First Party, its heirs, successors and assigns, as a net profits interest, 20.0 percent of the net profits as hereinafter defined from any well drilled on the leased acreage.

In the event the interest of First Party in the oil and gas lease or leases assigned herein, prior to the assignment hereunder, is less than the full interest in said oil and gas lease or leases, the net profits interest of First Party shall be reduced to the proportion thereof which First Party's interest bears to the full interest. In the event lease acreage is included in a pooled spaced unit, with the consent of First Party or by operation of law, the net profits interest of First Party shall be applied to any well drilled on said unit and shall be determined by multiplying said net profits interest by a fraction, the numerator of which is the leased acreage in said spaced unit and the denominator of which is the entire acreage of such spaced unit.

In the event a well is drilled upon the leased acreage and is completed as a producer of oil and/or gas, Second Party, within thirty days after the completion thereof, shall furnish First Party with an itemized statement of the costs of drilling, testing, completing and equipping the well and disclosing all credits, including credits for salvaged material, and shall also furnish First Party with a detailed inventory of the equipment placed in and

on the well. During the period of payout of the well as hereinafter provided, Second Party shall furnish First Party each month with an itemized statement of the costs of operating and maintaining the well and with monthly reports of all production, production sold, production on hand, and run tickets fully disclosing the type, quality, and quantity of the production from the well and the disposition thereof.

When the proceeds or value of the production from said well after the payment of all taxes, royalties and overriding royalties, shall equal the total costs of drilling, testing, completing and equipping the well, plus the cost of operating and maintaining same during said payout period, Second Party shall so notify First Party in writing. Immediately upon payout, the net profit interest agreed upon above shall apply to that well as calculated below. In determining the cost and expense occurred by Second Party in drilling, testing, completing and equipping said well and in operating and maintaining same during said payout period, the accounting procedure attached hereto as Exhibit "2" shall be followed.

Second Party contracts and agrees to account to First Party for the net profits provided for herein and further agrees that all future assignments of the leased acreage shall be made expressly subject to the right of First Party to receive such net profits interest, otherwise such assignment to be null and void.

This net profits interest agreed upon herein shall apply to any well drilled upon the leased acreage, or on acreage pooled therewith, after payout of that well as defined above. It is agreed that in determining whether or not a net profit has been realized by Second Party from any well on the lease acreage, all expenses incurred by Second Party in the operation of the well shall be taken into consideration, including, by way of illustration but not by way of limitation, the expenses incurred in connection with maintaining and producing of wells, and treatment, storage and marketing of the production therefrom, the making of improvements upon the leasehold premises in connection with the operation of said well, loss, damages, or liabilities



sustained or incurred in connection with the operation of said well, gross production and ad valorem taxes, premiums paid for workmen's compensation insurance, public liability, fire, wind, tornado or other insurance, and other expenses and charges that are reasonable and customary in connection with the operation of the well and which are properly chargeable against that well. However, the Windfall Profits Tax is not an expense which may be taken into consideration in determining whether or not a net profits interest has been realized. In determining net profit herein for said well, the accounting procedure attached hereto as Exhibit "2" shall be followed.

Payout and calculation of net profit for application of the net profits interest herein shall be calculated on a well-by-well basis.

### III.

#### DELAY RENTALS, MINIMUM ROYALTIES AND SHUT-IN WELL PAYMENTS

Second Party agrees to pay all delay rentals, shut-in well payments and minimum royalties which may be required by the terms of the oil and gas lease or leases covering the leased acreage assigned herein. None of the costs of such payments are recoverable by Second Party during the payout period nor are they chargeable costs for calculating net profit as defined in Article II.

### IV.

#### PERFORMANCE OF COVENANTS

Second Party accepts this Assignment and Agreement subject to all of the terms, provisions and conditions hereof and of the oil and gas lease or leases described in Exhibit "1" and of intermediate assignments thereof, if any, and Second Party assumes and agrees to fully comply with and timely perform each and every duty, obligation and covenant, both express and implied, the provisions and conditions of said oil and gas lease or leases and of intermediate assignments thereof, if any, imposed upon the lessee and/or assignee thereby insofar as concerns the assigned premises. Second Party agrees to save, protect and hold First Party and all of its affiliated and subsidiary companies, agents, servants and employees, Phillips Petroleum Company and all of its affiliated and subsidiary companies, agents, servants and employees harmless at all times from all damages and all penalties which may arise or be adjudged against it on Second Party's failure or

refusal to comply fully and faithfully with each and every duty, obligation and covenant of said lease or leases and of intermediate assignments thereof, if any, imposed upon the lessee and/or assignee thereby insofar as concerns the leased acreage.

V.  
EXTENSIONS AND RENEWALS

All interests, reservations, and rights of First Party in and to this agreement, shall extend not only to the leased acreage but also to any and all extensions or renewals of the oil and gas lease or leases described in Exhibit "1" which may be acquired by Second Party. The term "extensions" of the aforesaid oil and gas lease or leases, as used herein, shall be deemed to include, but not only by way of limitation, any agreement or agreements of whatsoever character acquired by Second Party under and by virtue of which said oil and gas lease or leases are continued in force. The term "renewals" of the aforesaid oil and gas lease or leases, as used herein, shall be deemed to include, but not by way of limitation, any lease or leases acquired by Second Party on all or part of the lands subject to this agreement, within six months from the date of termination or expiration of said lease or leases or any extensions or renewals thereof.

VI.  
TITLES

The assignments from First Party to Second Party as provided for in this Assignment and Agreement are made without representation or warranty of title, express or implied, by First Party; however, upon written request by Second Party, First Party shall furnish to Second Party copies of its oil and gas leases which are subject to this Assignment and Agreement, and of any assignments, contracts, rental receipts or agreements relating thereto, and any other title data in the possession of First Party relating thereto, including title opinions, provided that First Party shall not be held responsible for the accuracy of any such title opinions. The expense for any supplemental

title opinions or any additional title opinions, as well as the expense for any title examinations, shall be borne exclusively by Second Party.

VII.  
NOTICES

All notices that are required or otherwise to be given hereunder, except as otherwise specifically provided herein, shall be given in writing by mail or telegram, postage or charges fully paid, and addressed to the party to whom such is given as follows:

The originating notice to be given under any provisions hereof shall be deemed given when received by the party to whom such notice is directed, and the time for such party to give any response thereto shall run from the date the originating notice is received. Any subsequent responsive notice shall be deemed given when deposited with the post office or with a telegraph company with postage or charges prepaid.

VIII.  
SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall be deemed to be covenants running with the leasehold estates herein above referred to and as such shall extend to, bind and inure to the benefits of the parties hereto, their heirs, administrators, executors, personal representatives, successors, and assigns.

IX.  
TERM

Subject to the provisions of this agreement, the net profits interest provided for herein shall remain in force for the life of the oil and gas lease or leases covering the leased acreage and any extensions or renewals thereof, whether by production or otherwise.



Executed as of the day and year first above written.

ASSIGNOR: PHILLIPS PETROLEUM COMPANY

By: *R. A. Wolgast*  
R. A. Wolgast  
Attorney-in-Fact

ASSIGNEE(S):

By: *John L. McMahon*

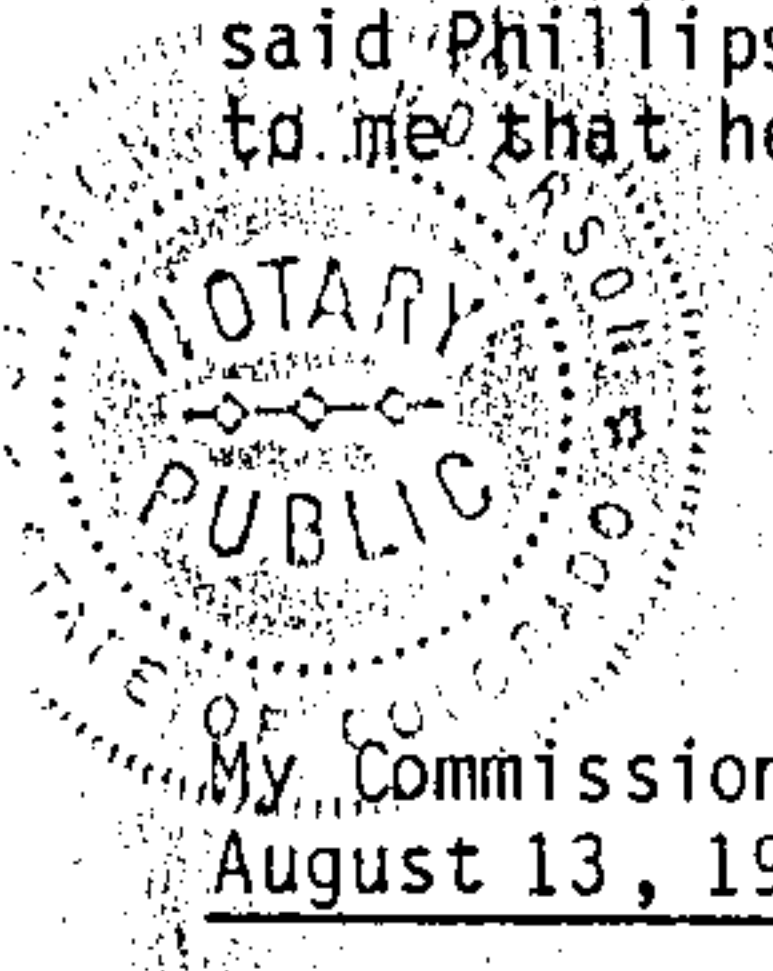
By: *Joseph K. McMahon*

By: *Ralph E. Bullington*

--ACKNOWLEDGEMENTS--

STATE OF Colorado )  
COUNTY OF Denver ) ss.

On the 15th day of August, 1983, personally appeared before me R. A. Wolgast, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Phillips Petroleum Company, and that said instrument was signed in behalf of said Phillips Petroleum Company by authority, and said R. A. Wolgast acknowledged to me that he, as such Attorney-in-Fact, executed the same.



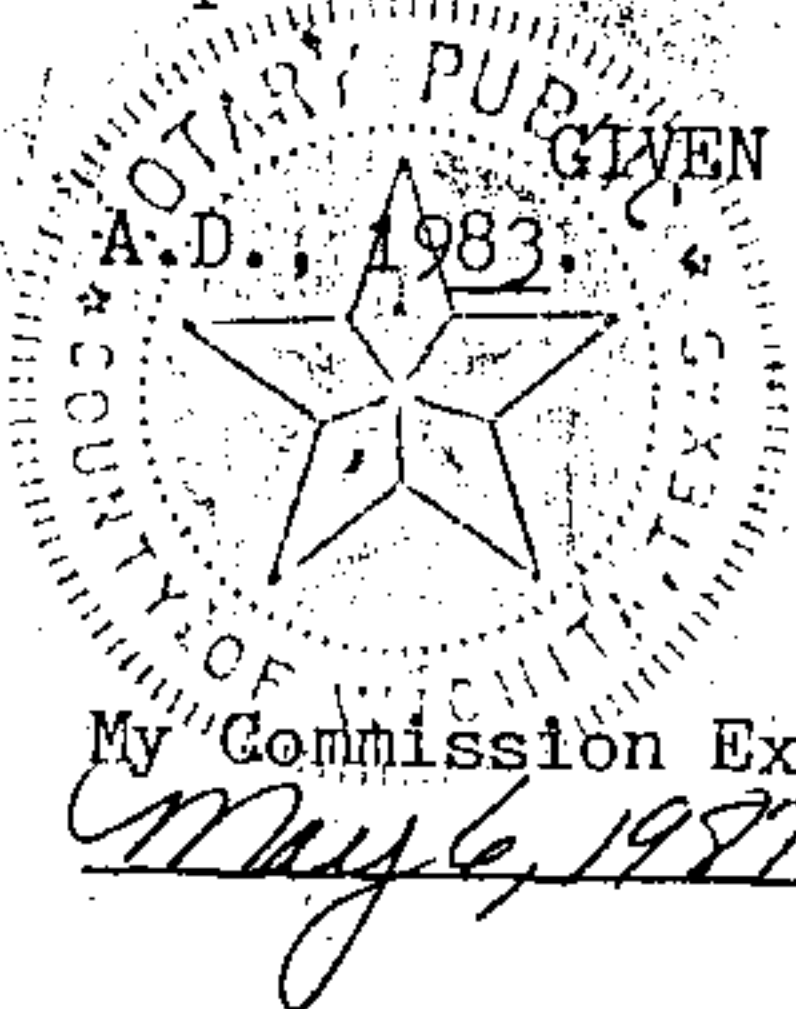
*Sharon P. Plenderon*  
NOTARY PUBLIC

My Commission Expires:  
August 13, 1985

Residing at:  
7375 E. Quincy, Denver, CO. 80237

STATE OF TEXAS )  
COUNTY OF WICHITA ) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John L. McMahon, Jr., Joseph K. McMahon, and Ralph E. Bullington, all partners in McMahon-Bullington, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of September, A.D., 1983.

*Dana Wilson* Dana Wilson  
Notary Public  
in and for Wichita County, Texas.

Residing at: 1313 Eighth St.  
Wichita Falls, Texas

My Commission Expires:  
May 6, 1987

EXHIBIT "1"

AREA: South Pass  
Big Sandy Creek - Rollins bottom

Attached to and made a part of that Assignment and Agreement between Phillips Petroleum Company and McMahon - Bullington dated the 15th day of August, 1983, Fremont & Sublette Counties, Wyoming

DESCRIPTION OF OIL AND GAS LEASE(S)

LEASE NUMBER	EXPIRATION DATE	LESSOR	LESSEE	OKRI	GROSS/ NET ACRES	COVERING
P-171128	4-30-92	U.S.A. (W-75165)	Lenona J. Dorough	5%	640.00/ 640.00	Township 30N, Range 105W, 6th P.M. Sec. 31: E/2 W/2, SE/4 Sec. 32: E/2
P-162956	8-31-89	U.S.A. (W-68810)	G. S. Poole	5%	640.00/ 640.00	Township 30N, Range 105W Sec. 35: W/2
P-160135	11-30-88	U.S.A. (W-65287)	E. C. Gooden, Jr.	4%	640.00/ 640.00	Township 30N, Range 106W Sec. 13: N/2
P-159939	12-31-88	U.S.A. (W-65448)	Ed Pendleton	-0-	1,151.83/ 1,151.83	Township 28N, Range 100W, 6 P.M. Sec. 3: Lots 1, 2, S/2 N/2, S/2 Sec. 4: Lots 1, 2, S/2 N/2, S/2
P-159938	12-31-88	U.S.A. (W-65447)	Ed Pendleton	-0-	2,480.00/ 2,480.00	Township 28N, Range 100W, 6 P.M. Sec. 7: E/2 Sec. 8: A11 Sec. 9: E/2 NE/4, SW/4 NE/4, E/2 NW/4, S/2 SW/4, SE/4 Sec. 10: N/2, N/2 S/2, S/2 SW/4, SE/4 SE/4 Sec. 15: E/2 NE/4, SW/4 NE/4, W/2, SW/4 SE/4
P-159937	12-31-88	U.S.A. (W-65446)	Ed Pendleton	-0-	2,345.05/ 2,345.05	Township 28N, Range 100W, 6 P.M. Sec. 7: Lot 4 Sec. 17: E/2, NW/4, SE/4 SW/4 Sec. 18: Lots 1, 2, E/2 NE/4, NW/4 NE/4, E/2 SW/4, S/2 SE/4

EXHIBIT "1"

AREA: South Pass  
Big Sandy Creek - Rollins Bottom

Attached to and made a part of that Assignment and Agreement between Phillips Petroleum Company and McMahon - Bullington dated the 15th day of August, 1983, Fremont & Sublette Counties, Wyoming

DESCRIPTION OF OIL AND GAS LEASE(S)

LEASE NUMBER	EXPIRATION DATE	LESSOR	LESSEE	ORRI	GROSS/ NET ACRES	COVERING
P-159937 (CONT'D)						Sec. 19: E/2, E/2 W/2 Sec. 20: E/2 NE/4, W/2, SE/4 Sec. 29: N/2, N/2 SE/4
P-159936	12-31-88	U.S.A. (W-65445)	Ed Pendleton	-0-	2,480.00/ 2,480.00	Township 28N, Range 100W, 6 P.M. Sec. 21: A11 Sec. 22: A11 Sec. 27: S/2 NE/4, W/2, SE/4 Sec. 28: N/2, N/2 S/2 Sec. 30: NE/4
P-159926	12-31-88	U.S.A. (W-65456)	Ed Pendleton	-0-	1,168.52/ 1,168.52	Township 29N, Range 102W, 6 P.M. Sec. 18: Lots 1, 2, 3, 4, W/2 E/2, E/2 W/2, E/2 SE/4 Sec. 20: N/2, E/2 SE/4, SW/4 SE/4 Sec. 29: NE/4
P-159925	12-31-88	U.S.A. (W-65455)	Ed Pendleton	-0-	2,200.00/ 2,200.00	Township 29N, Range 102W, 6 P.M. Sec. 21: A11 Sec. 27: N/2, SW/4, N/2 SE/4, SW/4 SE/4 Sec. 28: N/2 Sec. 35: A11
P-159924	12-31-88	U.S.A. (W-65454)	Ed Pendleton	-0-	2,043.11/ 2,043.11	Township 28N, Range 102W, 6 P.M. Sec. 2: Lots 1-4, N/2 S/2, SE/4 SW/4, S/2 SE/4 Sec. 3: Lots 2, 3, 4, S/2 Sec. 11: N/2, N/2 S/2 Sec. 12: W/2 NE/4, SE/4 NE/4, NW/4, NW/4 SW/4, SE/4 Sec. 13: W/2 SW/4, SE/4 SW/4, SW/4 SE/4
P-157361		U.S.A. (W-77675)		5%	120.00/ 45.00	Township 27N, Range 102W Sec. 12: N/2 NE/4, NE/4 NW/4

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EXHIBIT "1"

AREA: South Pass  
Big Sandy Creek - Rollins Bottom

Attached to and made a part of that Assignment and Agreement between Phillips Petroleum Company and McMahon - Burlington dated the 15th day of August, 1983, Fremont & Sublette Counties, Wyoming

DESCRIPTION OF OIL AND GAS LEASE(S)

LEASE NUMBER	EXPIRATION DATE	LESSOR	LESSEE	ORRI	GROSS/ NET ACRES	COVERING
P-157358	12-29-83	U.S.A. (W-31243)	Robert E. Skinner and Joseph G. Ciprian, Jr.	5%	630.49/ 236.43	Township 27N, Range 102W Sec. 3: Lots 1, 2, 3, 4, S/2 N/2, S/2
P-157355	1-25-85	U.S.A. (W-30644)	Robert E. Skinner and Paul U. Ralston	5%	640.00/ 240.00	Township 28N, Range 102W Sec. 27: All
P-157354	12-29-83	U.S.A. (W-30642)	Robert E. Skinner and Dorothy H. Vaughan	5%	640.00/ 240.00	Township 28N, Range 102W Sec. 34: All

## EXHIBIT " "

Attached to and made a part of Assignment and Agreement dated  
August 15, 1983, between Phillips Petroleum Company and  
McMahor-Bullington Drilling Company.

## ACCOUNTING PROCEDURE JOINT OPERATIONS

### I. GENERAL PROVISIONS

#### 1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

#### 2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits, summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

#### 3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of twelve percent (12%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

#### 4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

#### 5. Audits

A. Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

#### 6. Approval by Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.



## II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

### 1. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

### 2. Labor

A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.

(2) Salaries of First Level Supervisors in the field.

(3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the Overhead rates.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II. Such costs under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II.

D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II.

### 3. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II shall be Operator's actual cost not to exceed the percent recommended by the Council of Petroleum Accountants Societies of North America for the period of billing.

### 4. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

### 5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by the Parties.

B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.

C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking cost of \$200 or less excluding accessorial charges.

### 6. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 9 of Section II and Paragraph 1. ii of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the Overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

### 7. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed twelve percent (12%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.

B. In lieu of charges in Paragraph 7A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

### 8. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

### 9. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.



## 10. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

## 11. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

## 12. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II. or in Section III. and which is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

## III. OVERHEAD

## 1. Overhead - Drilling and Producing Operations

i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:

- ( X ) Fixed Rate Basis, Paragraph 1A, or
- ( ) Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 2A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the Overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property shall ( ) shall not ( X ) be covered by the Overhead rates.

## A. Overhead - Fixed Rate Basis

(1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ Overhead Rates Per Well Per Month  
 Producing Well Rate \$ as attached hereto at Page 6

(2) Application of Overhead - Fixed Rate Basis shall be as follows:

## (a) Drilling Well Rate

- [1] Charges for onshore drilling wells shall begin on the date the well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
- [2] Charges for offshore drilling wells shall begin on the date when drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or rig is released, whichever occurs first, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
- [3] Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig, commence through date of rig release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive days.

## (b) Producing Well Rates

- [1] An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- [2] Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- [3] An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- [4] A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.
- [5] All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

(3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

## B. Overhead - Percentage Basis

(1) Operator shall charge the Joint Account at the following rates:

(a) Development

\_\_\_\_\_ Percent ( %) of the cost of Development of the Joint Property exclusive of costs provided under Paragraph 9 of Section II and all salvage credits.

(b) Operating

\_\_\_\_\_ Percent ( %) of the cost of Operating the Joint Property exclusive of costs provided under Paragraphs 1 and 9 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening or any remedial operations on any or all wells involving the use of drilling crew and equipment; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as Operating.

## 2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for Overhead based on the following rates for any Major Construction project in excess of \$ 25,000.00 :

- A. 5 % of total costs if such costs are more than \$ 25,000.00 but less than \$ 100,000.00 ; plus
- B. 3 % of total costs in excess of \$ 100,000.00 but less than \$1,000,000; plus
- C. 2 % of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells shall be excluded.

## 3. Amendment of Rates

The Overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

## IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

### 1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reason, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

### 2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following bases exclusive of cash discounts:

#### A. New Material (Condition A)

- (1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.
- (2) Line Pipe
  - (a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.
  - (b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A (1) of this Section IV.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or f.o.b. railway receiving point nearest the Joint Property where such Material is normally available.

#### B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

- (1) Material moved to the Joint Property
  - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV.
- (2) Material moved from the Joint Property
  - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as new Material, or



- (b) at sixty-five percent (65%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as good used Material at seventy-five percent (75%) of current new price.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material (Condition C and D)

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph 2A of this Section IV. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

All other Material, including junk, shall be priced at a value commensurate with its use or at prevailing prices. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose. Operator may dispose of Condition D Material under procedures normally utilized by the Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

- (1) Loading and unloading costs may be charged to the Joint Account at the rate of fifteen cents (15¢) per hundred weight on all tubular goods movements, in lieu of loading and unloading costs sustained, when actual hauling cost of such tubular goods are equalized under provisions of Paragraph 3 of Section II.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

## V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, Inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Reconciliation of a physical inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators within six months following the taking of the inventory. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special Inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

4. Expense of Conducting Periodic Inventories

The expense of conducting periodic Inventories shall not be charged to the Joint Account unless agreed to by the Parties.



OVERHEAD RATES PER WELL PER MONTH

Fixed Rates:

<u>WELL DEPTH</u>	<u>DRILLING WELL RATE EACH WELL (Use Total Depth Each Well)</u>	<u>PRODUCING WELL RATE (Use Current Producing Depth)</u>		
		<u>1-5</u>	<u>5-10</u>	<u>Over 10</u>
Under 5,000'	\$4,300	\$430	\$389	\$348
5,001'-8,000'	\$4,750	\$475	\$430	\$372
8,001'-12,000'	\$5,420	\$542	\$498	\$409
Over 12,000'	\$6,020	\$602	\$542	\$430

**ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING  
UNITED STATES OIL AND GAS LEASE.....W-45827.....**

**DISTRICT LAND OFFICE..WYOMING.....**

KNOW ALL MEN BY THESE PRESENTS, That CAMEO MINERALS INC.  
346 E. 2nd South, #E  
Salt Lake City, Utah, 84111

....., 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
E. H. Cameron	1950 Yale Avenue Salt Lake City, Utah 84108	1%

198653

RECORDED <u>November 21</u>	<u>1983</u>	<u>8:40A</u>	<u>M</u>
IN BOOK <u>69 Oct</u>	PAGE <u>534</u>		
FEE \$ <u>6.25</u>	<u>Larry Yake</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Stueve*

Being in all a total of an undivided ---One percent---  
.....overriding royalty on all of the oil,  
gas and other hydrocarbon substances that may be produced, saved and marketed from the following described  
lands situated in Sublette County, State of Wyoming, under the above  
designated oil and gas lease and any extension or renewal thereof, to wit:

T. 33 N, R. 108 W, 6th PM

Sec. 7: Lots 1,2,3,4,  
Sec. 10: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$   
Sec. 15: E $\frac{1}{2}$   
Sec. 18: Lots 1,2,  
Sec. 20: E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec. 29: NE $\frac{1}{4}$  (less 18.39 ac. in Res. R/W 01770)

Containing 1459.41 acres, more or less.

WITNESS our hands this 9th day of December, 1980  
Witnesses:

*No Corporate Seal*  
*Hal Cameron*  
CAMEO MINERALS INC, PRESIDENT

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On the 9th day of December, 1980, before me personally appeared  
E. Hal Cameron, President of Cameo Minerals Inc.  
the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

August 12, 1984

*Janice White*  
Notary Public  
Residing in Salt LAKE COUNTY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF  
OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years,
2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.
3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.
4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

W. H. H. H. as to J. H. H. H.  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....



## ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-57524

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That CAMEO MINERALS INC.  
346 E. 2nd South, Suite E  
Salt Lake City, Utah 84111  
 , 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
E. H. Cameron	1950 Yale Avenue Salt Lake City, Utah 84108	2½%

198654

RECORDED	<u>November 21</u>	<u>1983 8:00A</u>	<u>M</u>
IN BOOK	<u>69 Dist</u>	PAGE	<u>536</u>
FEE \$	<u>6.00</u>	<u>Laird Yale</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Dorothy M. Thorne*

Being in all a total of an undivided ---Two & One Half percent---  
 overriding royalty on all of the oil,  
 gas and other hydrocarbon substances that may be produced, saved and marketed from the following described  
 lands situated in Sublette County, State of Wyoming, under the above  
 designated oil and gas lease and any extension or renewal thereof, to wit:

T. 29 N, R. 108 W, 6th PM

Sec. 9: ALL  
 Sec. 17: ALL  
 Sec. 18: Lots 1, 2, 3, 4, E½, E½W½  
 Sec. 20: ALL

Containing 2535.52 acres, more or less.

WITNESS our hands this 9th day of December, 19 80  
 Witnesses:

*No Corporate Seal*  
*Hal Cameron*  
 CAMEO MINERALS INC. PRESIDENT

STATE OF UTAH }  
 COUNTY OF SALT LAKE } ss.

On the 9th day of December, 19 80, before me personally appeared  
E. Hal Cameron, President of Cameo Minerals Inc.  
 the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

August 12, 1984*Janice White*  
Notary PublicResiding in Salt Lake County

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF  
OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.
2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.
3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.
4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

Ed Salas as to Wanda  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....  
..... as to .....

OR1 Revised

## ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That COLONEL PETROLEUM CORPORATION  
 \_\_\_\_\_, assignor \_\_\_\_\_, of \_\_\_\_\_ Box 3100, Casper, Wyoming 82602 for and in  
 consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to \_\_\_\_\_ in hand paid  
 by The Stroock Leasing Corporation of P. O. Box 2875, Casper, Wyoming 82602  
 hereinafter designated assignee, receipt whereof is hereby acknowledge, do as hereby SELL, ASSIGN, SET OVER,  
 TRANSFER and CONVEY unto said assignee \_\_\_\_\_ its heirs, successors and assigns, all its  
 right, title and interest in, of and to one half of five percent of eight-eighths ( 2.5 %) 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 33 North, Range 110 West, 6th P.M.

Section 3: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , except that part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  which  
 lays on the east side of the Green River containing  
 approximately 20 acres.

Section 4: Lots 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 5: S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$

Township 34 North, Range 110 West, 6th P.M.

Section 32: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33: SW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$

198071

RECORDED	<u>September 29</u>	<u>1983</u>	<u>2000</u>	M
IN BOOK	<u>69 Dr. 17</u>	PAGE	<u>301</u>	
FEES \$	<u>650</u>	<u>Land, Yak</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

1235.63

and embracing \_\_\_\_\_ acres, more or less, according to the survey thereof.

198736

198736

RECORDED Nov 28 1983 2000

IN BOOK 69 Dr. 17 PAGE 538

FEES \$ 500 Land, Yak COUNTY CLERK

SUBLETTE COUNTY CLERK

Dorothy McElaine

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.

If described oil and gas lease covers less than the full and undivided fee simple estate in the oil, gas and other hydrocarbons,  
 the overriding royalty herein assigned shall be proportionately reduced.

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 \_\_\_\_\_,  
 \_\_\_\_\_ 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 COLONEL PETROLEUM CORPORATION has law ful right to sell and convey  
 said royalty.

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,  
 \_\_\_\_\_ successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seal 8 this  
1st day of May, 19 83.

Signed in presence of  
 ATTEST [Signature]  
 Secretary

COLONEL PETROLEUM CORPORATION (SEAL)  
 BY: [Signature] (SEAL)  
 President



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, \_\_\_\_\_ a Notary Public, in and for said County and State, on this  
day of \_\_\_\_\_, 19\_\_\_\_ personally appeared \_\_\_\_\_

and \_\_\_\_\_  
\_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires \_\_\_\_\_ Notary Public.

Residing at \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, \_\_\_\_\_ a Notary Public, in and for said County and State, on this  
day of \_\_\_\_\_, 19\_\_\_\_ personally appeared \_\_\_\_\_

and \_\_\_\_\_  
\_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires \_\_\_\_\_ Notary Public.

Residing at \_\_\_\_\_

State of Wyoming  
County of Natrona } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 1st day of May, A. D. 1983, before me personally  
appeared Thomas F. Stroock, to me personally known, who, being by  
me duly sworn, did say that he is the President of Colonel Petroleum Corporation

and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said

Thomas F. Stroock acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of May, A. D. 1983

(SEAL) \_\_\_\_\_  
Notary Public

Notary Public.

My Commission Expires Sept. 9, 1986

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 OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ENERGETICS OPERATING COMPANY, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto EMI 2ND, a Colorado limited partnership, 1616 Glenarm Place, Suite #2800 Denver, Colorado 80202 (hereinafter referred to as "ASSIGNEE") an undivided 8.2870% of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands located in Sublette County, Wyoming more fully described on said Exhibit "A".

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provisions of said Oil and Gas Leases, including the land-owner's royalties therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.
2. The overriding royalty interests of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and is further subject to an overriding royalty due the Energetics Royalty Corporation which overriding royalty may or may not be of record as of the date of execution of this Assignment.
3. The Assignment is made without representation or warranty of title, either expressed or implied.
4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

198755

-1-

RECORDED	<i>November 29, 1983 8:00A</i>	M
IN BOOK	<i>69</i>	PAGE <i>540</i>
FEE \$	<i>8.00</i>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

*[Signature]*

5. This Assignment is made subject to the terms and conditions of that certain Farmout Agreement dated October 9, 1979 by and between Superior Oil Company and Energetics, Inc.
6. Assignor agrees to keep and maintain said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or to drill or develop the lands covered by same; however, Assignor shall not be held liable for any damages resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment is executed this *10th* day of *November* 1983, but effective as of the date of first production from the Federal #10-32 Well.

ATTEST:

*Lou Switzer*  
Lou Switzer  
Assistant Secretary

ENERGETICS OPERATING COMPANY

By:

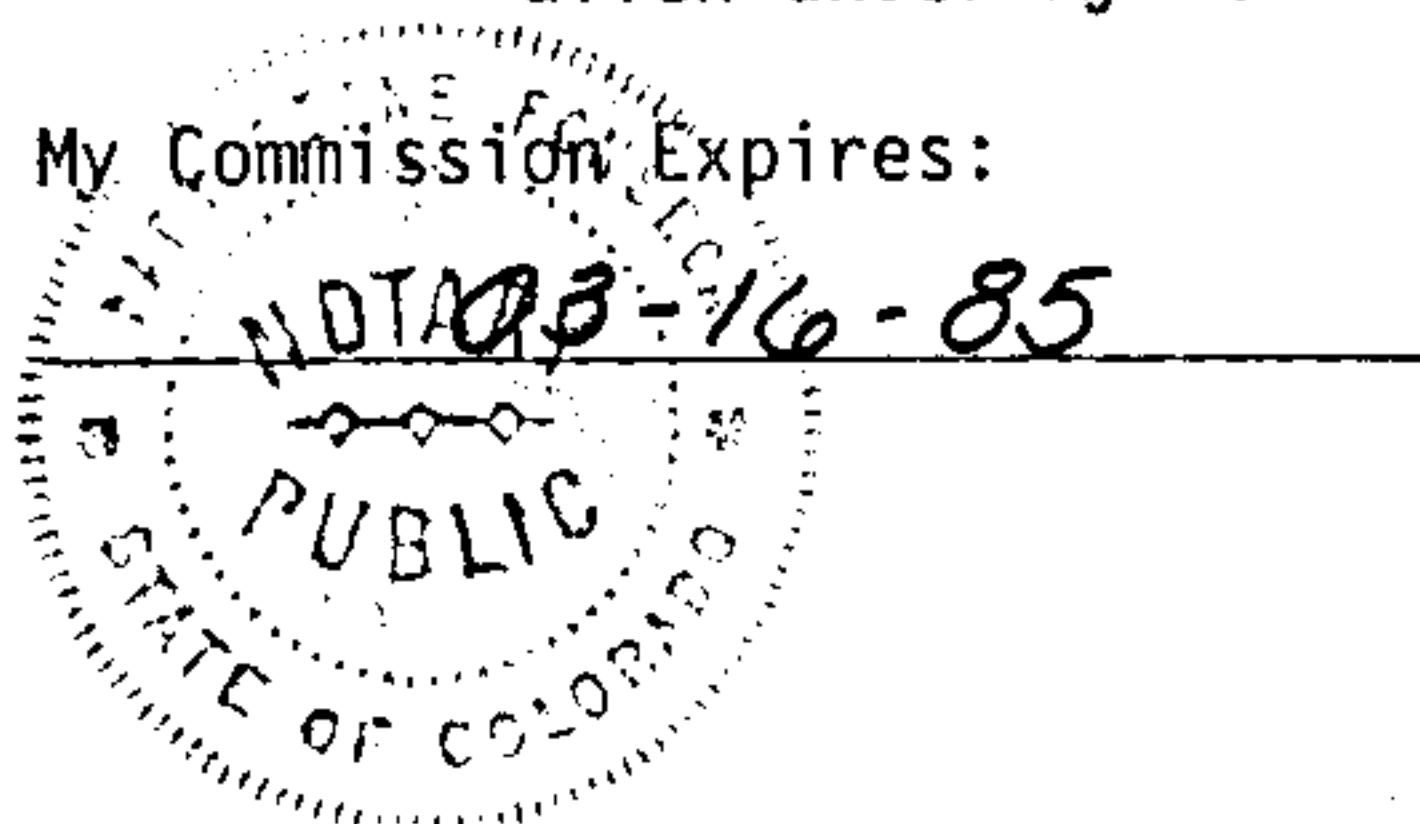
*Gene W. Anderson*  
Gene W. Anderson  
Vice President - Land

STATE OF COLORADO )  
                              ) ss.  
COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared GENE W. ANDERSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS OPERATING COMPANY, 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 this *10th* day of *November* 1983.

My Commission Expires:



*Mary Diane Fonseca*  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112



EXHIBIT "A"

Page 1 of 1

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Energetics Operating Company and EMI 2ND, dated this 10th day of November 1983, covering lands in Sublette County, Wyoming

RECORDING

LEASE NO

111173

LESSOR

W-63490

LESSEE

The Superior Oil Co.

LEASE DATE

6/1/78

DESCRIPTION

Township 27 N, Range 111 W, 6th P.M.  
Section 32: Lot 2, NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
Containing 269.65 acres more or less  
in Sublette County, Wyoming

Limited in depth from the surface  
to a depth of 9,786 feet.

BOOK

66

PAGE

168

542

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ENERGETICS OPERATING COMPANY, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto EMI 2ND, a Colorado limited partnership, 1616 Glenarm Place, Suite #2800, Denver, Colorado 80202 (hereinafter referred to as "ASSIGNEE") an undivided 18.75% of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands located in Sublette County, Wyoming more fully described on said Exhibit "A".

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provisions of said Oil and Gas Leases, including the landowner's royalties therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.
2. The overriding royalty interests of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and is further subject to an overriding royalty due the Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.
3. The Assignment is made without representation or warranty of title, either express or implied.
4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

198756

RECORDED	<i>November 29 1983 8:00 PM</i>	M
IN BOOK	<i>69 Oct</i>	PAGE <i>543</i>
FEES \$	<i>8.00</i>	COUNTY CLERK
-1- SUBLETTE COUNTY, WYOMING		

*Dorothy M. Thorne*

5. This Assignment is made subject to the terms and conditions of that certain Agreement dated February 25, 1980 by and between William H. Martin; R. Ken Williams; Edward H. Judson; W.D. Anderson & Sons and Energetics, Inc.
6. Assignor agrees to keep and maintain said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or to drill or develop the lands covered by same; however, Assignor shall not be held liable for any damages resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment is executed this 10<sup>th</sup> day of

November 1983, but effective as of the date of first production from the Federal #10-28 Well.

ATTEST: CLERK

Lou Switzer  
Assistant Secretary

ENERGETICS OPERATING COMPANY

By:

Gene W. Anderson  
Vice President - Land

STATE OF COLORADO )

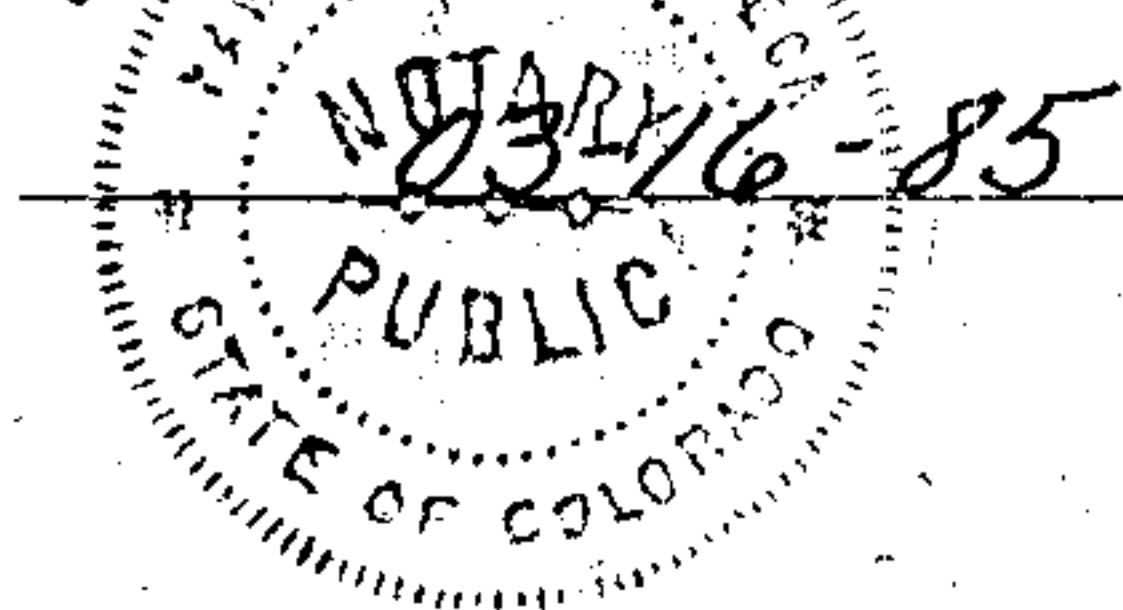
ss.

COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared GENE W. ANDERSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS OPERATING COMPANY, 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 this 10th day of November, 1983.

My Commission Expires:



Mary Diane Fonseca  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112



EXHIBIT "A"

Page 1 of 1

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Energetics Operating Company and EMI 2nd, dated this 10th day of November 1983, covering lands in Sublette County, Wyoming.

RECORDING

<u>LEASE NO</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>DESCRIPTION</u>	<u>BOOK</u>	<u>PAGE</u>
12365	W-62117	R. Ken Williams	2/1/78	Township 27 N, Range 111 W, 6th P.M. Section 28: NW $\frac{1}{4}$ Containing 160.00 acres more or less Limited in depth from the surface to a depth of 10,306 feet.	68	167

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ENERGETICS OPERATING COMPANY, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto EMI 3RD a Colorado limited partnership, 1616 Glenarm Place, Suite #2800, Denver, Colorado 80202 (hereinafter referred to as "ASSIGNEE") an undivided 18.75% of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands located in Sublette County, Wyoming more fully described on said Exhibit "A".

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provisions of said Oil and Gas Leases, including the landowner's royalties therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.
2. The overriding royalty interests of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and is further subject to an overriding royalty due the Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.
3. The Assignment is made without representation or warranty of title, either express or implied.
4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

198757

RECORDED	November 29, 1983	8:00 PM
IN BOOK	69	PAGE 546
FEES \$	8.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

5. This Assignment is made subject to the terms and conditions of that certain Agreement dated February 25, 1980 by and between William H. Martin; R. Ken Williams; Edward H. Judson; W.D. Anderson & Sons and Energetics, Inc.
6. Assignor agrees to keep and maintain said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or to drill or develop the lands covered by same; however, Assignor shall not be held liable for any damages resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment is executed this 10<sup>th</sup> day of November 1983, but effective as of the date of first production from the Federal #30-28 Well.

ATTEST  
STATE OF COLORADO  
Lou Switzer  
Assistant Secretary

ENERGETICS OPERATING COMPANY

BY:

Gene W. Anderson  
Vice President - Land

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) ss.

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 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 this 10<sup>th</sup> day of November 1983.

My Commission Expires:

NOTARY PUBLIC  
03-16-85

Mary Diane Fonseca  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112



## EXHIBIT "A"

Page 1 of 1

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Energetics Operating Company and EMI 3RD dated this 10th day of November 1983, covering lands in Sublette County, Wyoming.

				RECORDING		
<u>LEASE NO</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>DESCRIPTION</u>	<u>BOOK</u>	<u>PAGE</u>
12366	W-68454	Edward H. Judson	9/1/79	Township 27 N, Range 111 W, 6th P.M. Section 28: SW <sup>1</sup> SW <sup>4</sup> Containing 40.00 acres more or less		
				Limited in depth from the surface to a depth of 10,306 feet.		
12365	W-62117	R. Ken Williams	2/1/78	Township 27 N, Range 111 W, 6th P.M. Section 28: N <sup>1</sup> SW, SE <sup>4</sup> SW <sup>4</sup> Containing 120.00 acres more or less	68	167
				Limited in depth from the surface to a depth of 10,306 feet.		

MAR 26 1952  
OFFER TO LEASE AND LEASE FOR OIL AND GAS  
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER WILL 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  
(Fill in on a typewriter or print plainly in ink and sign in ink)

Mr. Mr. Clarence I. Justheim  
Mrs.   
1. Miss

P. O. Address 209 Phillips Petroleum Bldg., Salt Lake City 1, Utah  
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, 20 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.

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
<u>Wyoming</u> <u>Sublette</u> (State) (County) <u>T. 22 N. R. 113 W. 6th P. M. Meridian</u>  Sec. 2: Lots 7, 8, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ Sec. 3: Lots 5, 6, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$  <u>CERTIFIED</u> to be a true and comparative copy of the official records on file  OCT 28 1983  BUREAU OF LAND MANAGEMENT	<u></u> <u></u> (State) (County) <u>T. 22 N. R. 113 W. 6th P. M. Meridian</u>  <div>RECORDED <u>Dec 2 1983</u> IN BOOK <u>69</u> OF <u>8</u> PAGE <u>549</u> FEES <u>6.00</u> SUBLETTE COUNTY CLERK <u>M. Dorothy McQuinn</u></div> This lease embraces the area and the land described in Item 2.  The rental retained is the rental amount shown in Item 4.  Total Area <u>633.40</u> Acres Rental retained \$ <u></u>

4. Amount remitted: Filing fee \$10, Rental \$ 317.00, Total \$ 327.00

5. Undersigned certifies as follows:  
(a) Offeror is a citizen of the United States. Native born X Naturalized  Corporation or other legal entity (specify what kind):   
(b) Offeror's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the Reclamation, and Forest 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 and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.  
6. 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.  
7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.  
"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 25th day of March 1952.

WITNESSES  
John C. Bradford 2450 S. 4th St. Salt Lake City, Utah Clarence I. Justheim  
(Name and address) (Lessee signature)  
John C. Bradford, 2450 S. 4th St. Salt Lake City, Utah   
(Name and address) (Lessee signature)  
 (Attorney-in-fact)

A 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 Wm. Williams MAY - 7 1952  
(Signing officer)  
Manager, Land and Survey Office  
(Title)

JUN 1 1952  
Effective date of lease



## LEASE TERMS

**Section 1. Rights of lease.**—The lease is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

**Sec. 2. The lease term.**—(1) In the event of any bond required by this lease and the current regulations and until such bond is filed and entered 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 \$1 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the 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 total sum of \$1,000 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 is furnished by an operator of the lease as accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the total 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 all other cases where a bond is not otherwise required, to furnish not less than 30 days before the due date of the next unpaid annual rental, a \$1,000 bond conditioned on compliance with the lease obligations, but this requirement may be successively dispensed with by payment of each successive annual rental for less than 90 days prior to its due date. 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 land of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid under different terms than are those of this lease; or in lieu of any part of such drilling funds than are those of this lease; or in lieu of any part of such drilling funds than are those of this lease; or in lieu of any part of such drilling funds than are those of this lease. (2) To drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior, and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

**Rentals.**—To pay the lessor in advance an annual rental at the following rates:

- (a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  - (i) For the first lease year, a rental of 50 cents per acre or fraction thereof; or, if the lands are in Alaska, 25 cents per acre or fraction thereof.
  - (ii) For the second and third lease years, no rental.
  - (iii) For the fourth and fifth years, 25 cents per acre or fraction thereof.
  - (iv) For the sixth and each succeeding year, 50 cents per acre or fraction thereof; or, if the lands are in Alaska, 25 cents per acre or fraction thereof.
- (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, \$1 per acre or fraction thereof.
- (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 a location 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, except that the rental for the second and the third lease years for such acreage shall be 25 cents per acre or fraction thereof.

**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) of above.

**Royalties 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). Provided, however, that if this lease covers lands in Alaska and the lease drills and makes the first discovery of oil or gas in commercial quantities in any geologic structure, the royalty on all product on hereunder shall be 5 percent for 10 years following the date of such discovery, and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan (under which such a discovery is made), the 5-percent rate for 10 years following such discovery shall, for the purpose of computing royalty due the United States, inure to the benefit of all the land to which an allocation is made under such plan.

(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 gas, 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 aggregated 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 Treasurer of the United States, such payments to be tendered to the manager of the land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no land office in the State in which the lands are located.

(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 gas, 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, plots 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 unavowedly lost; a plot showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessor, 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 lessor, 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 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 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 place 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 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) **Non-discrimination.**—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval within 60 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases, such instrument to take effect upon the final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) **Exemption to purchase or convey at reasonable rates and without discrimination.**—If owner, 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 gas, 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.**—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 owner, or (4) damaging sewage 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.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) **Delivery 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) **Essement 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 lease in the extraction and removal of the oil and gas thereon, 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, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or lose 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 40 of the act to purchase casing, and lease or operate valuable water wells.

(g) **Reasonable materials.**—Pursuant to the provisions of section 5 (b) (7) of the act of August 1, 1946 (60 Stat. 724, 760; 42 U. S. C. 1801, 1805), all uranium, thorium, and other materials determined to be peculiarly essential to the production of fissionable materials, contained in whatever concentration, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

**Sec. 4. Drilling and production 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 termination, 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 make default in the performance or observance of any of the terms hereof 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 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 and 11, 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, water 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 deposits 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 in which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. If less than five copies are filed, the offer will have 15 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 manager will so mark one copy. 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, the offeror shall be deemed to have waived the offer. 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 filed in accordance with 43 CFR 192.40, in which case such separate lease will be issued. If the lessee 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.

### B. SPECIAL INSTRUCTIONS I

Item 1.—The offer will be rejected and returned to the offeror and will afford the applicant no priority if: (a) The land description is insufficient to identify the lands or the lands are not entirely within a 6-mile square. (b) The total acreage exceeds 2,500 acres, except where the rule of approximation applies. (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. (d) The offer is signed by an 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 evidence of the agent's authority to execute the offer and lease. (e) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 15 days from the date of receipt of the copies first filed. (f) There is noncompliance with item 5 (a), 5 (b) and 5 (c) of the Special Instructions, or (g) the offer form is filed subsequent to the expiration date in the upper left hand corner. 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.

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 2,500 acres. All of the land must be within a 6-mile square. The lands requested should be described by legal subdivisions, showing meridian, State, township, range, and section, and if unsurveyed, by metes and bounds connected by courses and distance with some corner of the public land survey. Where possible the approximate legal subdivisions of unsurveyed lands should be stated.

Item 3.—If 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. 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 into 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 will be billed for the additional rental of 60 cents an

acre on all the leased land as the yearly rental on such lands is \$1 per acre. In Alaska, the rental payment to accompany the offer should be at the rate of 25 cents per acre.

Item 5 (a).—Lessee 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 lessee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, and it must furnish a statement showing the percentage of each class of its stock, and the percentage of all of its stock which is owned or controlled by or on behalf of persons whose the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its 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. If a certificate of incorporation has been filed, a reference to the previous record by serial number, together with a statement of any subsequent amendments, will be sufficient. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

Item 5 (b).—Acreage included in unit plans and certain section 13 and 15 leases is not chargeable.

Item 6 (1).—Whenever applicable, the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-214 stipulations for lands in national forests; 4-467 lands potentially irrigable; 4-477a lands within the flow limits of a reservoir; and 4-477b lands within the drainage area of a constructed reservoir. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 6 (2).—If lessee is a corporation, an offer to lease will be accepted if accompanied either by the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the offer to lease has authority to do so, or by a certificate of the secretary or the assistant secretary of the corporation to that effect over the corporate seal. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

Item 6 (3).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds and approximate legal subdivision.

1 Items numbered according to numbers on offer form.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Washington, D. C.

FROM KINTZEL BLUE PRINT CO.  
134 N. CENTER, CASPER, WYOMING  
BUREAU OF LAND MANAGEMENT  
LAND AND SURVEY OFFICE

JUN- 8 1953

CHEYENNE, WYOMING

Oil and Gas Lease..... Wyoming  
Serial No..... 014051  
Arthur Belfer....., Lessee

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS AGREEMENT, dated the 1st day of May, 1953, by and  
between Arthur Belfer, whose address is Brooklyn, New York,  
hereinafter called "Assignor,"  
and Lawrence Ruben, whose address is Brooklyn, New York,  
hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, pursuant to an application filed with the Secretary of the Interior, bearing Wyoming Serial  
Number 014051, there was issued under date of June 1, 1952, to said Assignor, a United  
States Oil and Gas Lease bearing the above serial number and covering the following described land situated in  
Sublette County, State of Wyoming, that is:

198730

T. 28 N., R 113 W., 6th P.M., Wyoming

Sec. 2: Lots 7, 8, S $\frac{1}{2}$  NW $\frac{1}{4}$ , SW $\frac{1}{4}$   
3: Lots 5, 6, S $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$

RECORDED	December 2 1983 8:00 PM
IN BOOK	69 Oct
FEE \$	6.00
COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING	

633.40 acres **CERTIFIED**  
to be a true and comparative copy  
of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT

and

WHEREAS, Assignor desires to sell and assign, as herein provided, to Assignee the above-described lease;

NOW THEREFORE:

In consideration of the sum of ----- Ten Dollars -----

----- (\$10.00) paid by Assignee to Assignor, receipt  
of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants  
hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above-  
described United States Oil and Gas Lease, TO HAVE AND TO HOLD the same unto Assignee forever.

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of execution and  
acknowledgment hereof by Assignee, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued  
pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease  
issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the As-  
signor for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term "said lease,"  
as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not  
subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation  
of any kind or character other than those imposed by the United States Government by law, regulation, or the terms of such  
lease, and Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of any claims or rights  
asserted by, through, or under the Assignor.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants  
of said lease.

4. Assignee may surrender or relinquish said lease to the Lessee as to all or any part of the land affected there-  
by without incurring any liability whatsoever to Assignor.

5. Assignee, in performing any operations under said lease, shall not discriminate against any employee or applicant for  
employment because of race, creed, color, or national origin, and a provision identical with the foregoing shall be included in  
all contracts made by Assignee relating to such operations.

6. If the Secretary of the Interior shall refuse to approve this assignment, Assignor agrees to execute such other or fur-  
ther instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be  
acceptable to said Secretary.

7. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or  
provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of  
the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars  
be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions  
of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain and be in  
full force and effect as so modified.

Paid \$10 assignment fee, Rec. # 116047

JUN 11 1953

8. Assignor and Assignee hereby consent to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946, (Public Law 585, 79th Congress) of all uranium, thorium, or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

9. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

10. The Assignee agrees to pay three per cent (3%) of all oil and/or gas or other hydrocarbons produced, saved and sold from the above described lands divided as follows: 1.5% to Clarence I. Justheim and 1.5% to J. H. Morgan, Sr. Said royalty payments shall be paid at the time and subject to the same terms and conditions as royalty payments are made to the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESSES:

To execution by Assignor

*A. M. Haller*

*Arthur Belfer*  
Assignor

To execution by spouse of Assignor

Spouse of Assignor

To execution by Assignee

Assignee

By **CERTIFIED**

to be a true and comparative copy  
of the official records on file

By **OCT 28 1983**

STATE OF New York  
COUNTY OF Kings } ss.

**BUREAU OF LAND MANAGEMENT**

On this 27th day of May, 1953, ~~1954~~ before me personally appeared Arthur Belfer ~~xxx~~, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and official seal this 27th day of May, A. D. 1953.  
My commission expires on the 30th Day of March, 1954

*Phillip Port*  
Notary Public

Residing at Brooklyn, New York

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

PHILLIP PORT  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 24-0211900  
Qual. in Kings Co. Certified with  
Y. Co. Clerk, Kings & N. Y. Co. Registry  
Term expires March 30, 1954

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively of \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the

State of \_\_\_\_\_, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and did severally acknowledge said instrument to be their free act and deed and the free act and deed of said corporation for the uses specified therein.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1947.

My commission expires on the \_\_\_\_\_ Notary Public

Residing at \_\_\_\_\_

Recorded in the \_\_\_\_\_ records of \_\_\_\_\_ County, State of \_\_\_\_\_, in Book \_\_\_\_\_ at page \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

County Clerk and Recorder.

Assignment approved:

*Arthur Belfer*  
SUNNY OFF



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Washington, D. C.

FROM KINTZEL BLUE PRINT CO.  
334 N. CENTER, CASPER, WYOMING  
**RECEIVED**  
BUREAU OF LAND MANAGEMENT  
LAND AND SURVEY OFFICE  
JUL 20 1953  
CHEYENNE, WYOMING

Oil and Gas Lease..... Wyoming  
Serial No..... 014051  
Lawrence Ruben..... Lessee

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS AGREEMENT, dated the 9th day of July, 1953, by and  
between Lawrence Ruben, whose address is Brooklyn, N. Y.,  
hereinafter called "Assignor," and Arthur B. Belfer whose address is  
47 Rodney St. Brooklyn, N. Y.,  
hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, pursuant to an application filed with the Secretary of the Interior, bearing Wyoming Serial  
Number 014051, there was issued under date of June 1, 1952, to said Assignor, a United  
States Oil and Gas Lease bearing the above serial number and covering the following described land situated in

Sublette County, State of Wyoming, that is:

198721

T. 28 N., R. 113 W., 6th P.M., Wyoming

Section 2: Lots 7, 8, S $\frac{1}{2}$  NW $\frac{1}{4}$ , SW $\frac{1}{4}$

3: Lots 5, 6, S $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$

633.40 acres

RECORDED December 2, 1983 8:00 A M  
IN BOOK 69 D & S PAGE 553  
FEES \$6.00 Laid & Yake COUNTY CLERK  
SUBLETTE COUNTY, TINEDALE, WYOMING

**CERTIFIED**

to be a true and comparative copy  
of the official records on file

OCT 28 1983

and WHEREAS, Assignor desires to sell and assign, as herein provided, to Assignee the above described lease;

NOW THEREFORE:

In consideration of the sum of ----- Ten Dollars -----

(\$101.00) paid by Assignee to Assignor, receipt  
of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants  
hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above-  
described United States Oil and Gas Lease, TO HAVE AND TO HOLD the same unto Assignee forever.

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of execution and  
acknowledgment hereof by Assignee, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued  
pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease  
issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the As-  
signor for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term "said lease,"  
as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not  
subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation  
of any kind or character other than those imposed by the United States Government by law, regulation, or the terms of such  
lease, and Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of any claims or rights  
asserted by, through, or under the Assignor.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants  
of said lease.

4. Assignee may surrender or relinquish said lease to the ~~United States~~ **assignor** as to all or any part of the land affected there-  
by without incurring any liability whatsoever to Assignor.

5. Assignee, in performing any operations under said lease, shall not discriminate against any employee or applicant for  
employment because of race, creed, color, or national origin, and a provision identical with the foregoing shall be included in  
all contracts made by Assignee relating to such operations.

6. If the Secretary of the Interior shall refuse to approve this assignment, Assignor agrees to execute such other or fur-  
ther instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be  
acceptable to said Secretary.

7. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or  
provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of  
the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars  
be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions  
of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain and be in  
full force and effect as so modified.

115412



8. Assignor and Assignee hereby consent to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946, (Public Law 585, 79th Congress) of all uranium, thorium, or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

9. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

10. The Assignee agrees to pay three per cent (3%) of all oil and/or gas or other hydrocarbons produced, saved and sold from the above described lands divided as follows: 1.5% to Clarence I. Justheim and 1.5% to J.H.Morgan, Sr.. Said Royalty payments shall be paid at the time and subject to the same terms and conditions as royalty payments are made to the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESSES:

To execution by Assignor

U. M. Walter Lawrence Ruben  
Assignor

Violet Berman

To execution by spouse of Assignor

Spouse of Assignor

To execution by Assignee

Assignee

Assignment approved:

Henry Williams  
Manager, Land and Survey Office

By

By

STATE OF New York  
COUNTY OF Kings ss.

On this 9th day of July, 1953, ~~1954~~, before me personally appeared Lawrence Ruben and XX, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and official seal this 9th day of July, A. D. 1953.

My commission expires on the March 30, 1954.

Philip Part  
Notary Public

Residing at Brooklyn, N. Y.  
STATE OF NEW YORK  
COUNTY OF ss.  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 27000-010  
Qual. in Kings Co. with  
N. Y. Co. Clerk, Kings & N. Y. Co. Registers  
Term expires March 30, 1954

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively of \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and did severally acknowledge said instrument to be their free act and deed and the free act and deed of said corporation for the uses specified therein.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1947.

My commission expires on the \_\_\_\_\_ Notary Public

Residing at \_\_\_\_\_

Recorded in the \_\_\_\_\_ records of \_\_\_\_\_ County, State of \_\_\_\_\_, in Book \_\_\_\_\_ at page \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ to be a true and comparative copy of the official records on file \_\_\_\_\_ County Clerk and Recorder.

OCT 28 1983

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Receipt No. \_\_\_\_\_  
The following to be filled in by land office  
when new serial number is required:  
New Serial No. \_\_\_\_\_

RECEIVED  
FEB 21 1955  
OFFICE

Land and Survey Office  
Box 573 Cheyenne, Wyo.

Office Wyoming  
Serial No. 07828  
Date of Lease August 1, 1951

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to \_\_\_\_\_  
(Name and address)

DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

198722

T. 28 N., R. 113 W., 6th. P.M., Sublette County, Wyoming

Section 3: Lots 7, 8, S $\frac{1}{2}$  NW $\frac{1}{4}$ , SW $\frac{1}{4}$

DEED December 2, 1983 8:12 PM

K69 Out PAGE 555

4<sup>th</sup> Land & Survey Sublette County Clerk

314.37 acres, more or less,  
subject to production pay-  
ment per attached rider.

2. Interest of assignor in such lands 100%  
3. Extent of such interest conveyed to assignee 25% of said 100%  
4. Overriding royalty reserved herein to assignor None  
(See item 5 of Instructions.) (State percentage only)  
5. Overriding royalties previously reserved 3%  
(State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 3rd. day of February 1955

WITNESS: ATTEST:

BELCO PETROLEUM CORP.

A.B. Belfer President

42 Broadway, New York 4, N. Y.

(Address)

A. M. Walter, Assistant Secretary

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ☒ Naturalized \_\_\_\_\_  
Corporation or other legal entity (specify what kind) \_\_\_\_\_  
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.  
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.  
4. Amount remitted: Filing fee, \$10.  
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 3rd. day of February 1955

David C. Bintliff

WITNESSES:

Almaithy Oriley

(Name and address)

David C. Bintliff

(Assignee's signature)

812 Rusk Ave., Houston, Texas

(Address)

Assignment approved effective

MAR 1 - 1955

THE UNITED STATES OF AMERICA

By

(Signing officer)

Manager, Land Office

(Title)

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT



Facsimile reproduction

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

SEP 7 10 49 AM

NOT TO BE FILLED IN BY LESSEE  
Receipt No. 815220  
The following to be filled in by land office  
when new serial number is required:  
New Serial No. \_\_\_\_\_

Office Wyoming  
Serial No. 014051  
Date of Lease June 1, 1952

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,  
for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION  
(Name and address)

630 Third Avenue, New York 17, N. Y.

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment: T. 28 N. R. 113 W. 6th P. M. Sublette County, Wyoming **198733**  
2. Lands approved by this assignment: SAME LAND DESCRIPTION AS ITEM 1

Sec. 2: Lots 7,8, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$   
3: Lots 5,6, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$

633.40 acres, more or less

RECORDED Dec 2 1953 8:00 P.M.  
IN BOOK 69 OF 8 PAGE 556  
FEES 4.00 Land Yoke COUNTY CLERK  
SUBLETTE COUNTY CLERK  
W. J. W. W. W.

SUBJECT TO PRODUCTION PAYMENT(S)

3. Interest of assignor in such lands 25% PER ATTACHED RIDER  
4. Extent of such interest conveyed to assignee 100% of said 25%  
5. Overriding royalty reserved herein to assignor none (State percentage only)  
6. Overriding royalties previously reserved 3% of said 25% (State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this SEP 28 1959 day of 19 59

WITNESS:

David C. Bintliff (Assignor's signature)  
Bank of the Southwest Building, Houston, Texas (Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born \_\_\_\_\_ Naturalized \_\_\_\_\_  
Corporation or other legal entity (specify what kind) corporation  
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.  
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto, and previously filed with lease Wyoming 01332.  
4. Amount remitted: Filing fee, \$10.  
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.  
6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this SEP 28 1959 day of 19 59

WITNESSES: ATTEST

John P. Dietzel (Name and address) Ass't. Sec'y. Lawrence Ruben (Assignee's signature) Executive Vice President  
630 Third Avenue, New York 17, New York (Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hays (Signing officer)  
Manager, Land Office

Box 929, Cheyenne, Wyoming

NOTE.—18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CERTIFIED  
to be a true and comparative copy  
of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT



# ASSIGNMENT OF OPERATING AGREEMENT

1115-001

WHEREAS, on the 26th. day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on July 19, 1954 in book 9 O & G Leases, page 78, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 020363

T. 28 N., R. 113 W., 6th. P. M., Wyoming

Sec. 17: Lots 1, 3, 4, 5, 6, SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SE  $\frac{1}{4}$

21: Lots 1-8 incl., Tr. 43 a, 43 c, 43 d, S  $\frac{1}{2}$  NE  $\frac{1}{4}$ , N  $\frac{1}{2}$  SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  SE  $\frac{1}{4}$

28: All (Lots 1-11 incl., S  $\frac{1}{2}$  SE  $\frac{1}{4}$ , Tr. 50)

31: Lots 7 and 8

32: Lots 2 and 5, Tr. 53

RECEIVED

JUN 22 1955

Land Office  
Box 578 Cheyenne, Wyo.

1,542.82 acres, more or less

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto:

Arthur B. Belfer	25%
Rachel Belfer	25%
Salma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST:

PFAFF-QUEALY CORPORATION

198784

*[Signature]*  
Lawrence Ruben, Secretary

*[Signature]*  
A. B. Belfer, President

STATE OF NEW YORK  
COUNTY OF NEW YORK

RECORDED *Dec 2* 1955 8:00 A.M. ASSIGNOR"  
IN BOOK *69 D-11* PAGE *557*  
ss. *450* FEES *4.50* *Land* *Yade* COUNTY CLERK  
SUBLETTE COUNTY CLERK

On this *2nd* day of *June*, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being duly sworn by me did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this *2nd* day of *June*, 1955.

Assignment approved:

VIOLET BERMAN  
Notary Public, State of New York  
No. 24-5291975  
Qualified in Kings County  
Commission Expires March 30, 1956

*[Signature]*  
Violet Berman  
Notary Public

FILED 410 ASSIGNMENT REC. REC. # *287455*  
287455

RECEIVED

JUL 14 1955

558  
ASSIGNMENT OF OPERATING AGREEMENT

Land. WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on July 19, 1954 in book 9 O & G Leases, page 78, Sublette County, Wyoming being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 020363

T. 28 N., R. 113 W., 6th. P.M., Wyoming

Sec. 17: Lots 1, 3, 4, 5, 6, SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SE  $\frac{1}{4}$

21: Lots 1-8 incl., Tr. 43 a, 43 c, 43 d, S  $\frac{1}{2}$  NE  $\frac{1}{4}$ , N  $\frac{1}{2}$  SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  SE  $\frac{1}{4}$

28: All (Lots 1-11 incl., S  $\frac{1}{2}$  SE  $\frac{1}{4}$ , Tr. 50)

31: Lots 7 and 8

32: Lots 2 and 5, Tr. 53

and

1,542.82 acres, more or less

WHEREAS, on June 2, 1955 PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignors" do hereby bargain, sell, transfer, assign and convey unto BELFER NATURAL GAS COMPANY all of their rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignors" have signed and sealed this instrument this 22nd. day of June, 1955.

198785

RECORDED	December 2 1983 8:00A M
IN BOOK	69 Dist PAGE 558
FEES \$	6.50
COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Dorothy McQuinn*

*Arthur B. Belfer*  
ARTHUR B. BELFER

*Rachel Belfer*  
RACHEL BELFER

*Selma Ruben*  
SELMA RUBEN

*Lawrence Ruben*  
LAWRENCE RUBEN

*Anita Saltz*  
ANITA SALTZ

*Jack Saltz*  
JACK SALTZ

*A. B. Belfer*  
A. B. BELFER as Trustee for  
ROBERT BELFER

Assignment approved:

Manager, Land Office

"ASSIGNED"

to be a true and comparative copy  
of the official records on file

288700

OCT 28 1983

Paid \$10 assignment fee, Rec. #

BUREAU OF LAND MANAGEMENT

ACKNOWLEDGEMENT

STATE OF NEW YORK

SS.

COUNTY OF NEW YORK

On this 22nd day of June, 1955, before me personally appeared ARTHUR E. BELFER (a/k/a A. B. BELFER) individually and as Trustee for ROBERT BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal this 22nd day of June, 1955.

(Seal)

Violet Berman  
Notary Public

Violet Berman  
Notary Public, State of New York  
No. 24-5291875  
Qualified in Kings County  
Commission Expires March 30, 1956

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT



WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, ~~an exact copy of said agreement, which was recorded on July 19, 1954 in Book 9 O & G Leases, page 78, Sublette County, Wyoming being attached hereto and being made a part hereof:~~

Federal Oil & Gas Lease - Evanston 020363

T. 28N., R. 113W., 6th P.M., Wyoming  
 Sec. 17: Lots 1, 3, 4, 5, 6, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Sec. 21: Lots 1 - 8 incl., Tr. 43 a, 43 c, 43 d, S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$   
 Sec. 28: All (Lots 1-11 incl., S $\frac{1}{2}$ SE $\frac{1}{4}$ , Tr. 50)  
 Sec. 31: Lots 7 and 8  
 Sec. 32: Lots 2 and 5, Tr. 53

SUBJECT TO MORTGAGE(S) AND

1,542.82 acres, more or less

SUBJECT TO PRODUCTION PAYMENT(S)  
 PER ATTACHED RIDER

and,

WHEREAS, on June 2, 1955, PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

WHEREAS, on June 22, 1955, ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER did hereby bargain, sell, transfer, assign and convey all of their rights, title and interest in and to said operating agreement unto BELFER NATURAL GAS COMPANY.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned BELFER NATURAL GAS COMPANY, "Assignor", does hereby bargain, sell, transfer, assign and convey unto BELCO PETROLEUM CORPORATION all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS, WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this \_\_\_\_\_ day of SEP 28 1959, 1959.

WITNESS:

BELFER NATURAL GAS COMPANY

198736

Jack Saltz  
 Jack Saltz

By: Lawrence Ruben  
 Lawrence Ruben - Partner

STATE OF NEW YORK )  
 )  
 COUNTY OF NEW YORK )

SS.

RECORDED Dec 2 1983 8:00 AM  
 IN BOOK 69 PAGE 560  
 FEES 4.00  
 COUNTY CLERK  
 SUBLETTE COUNTY CLERK

CERTIFIED  
 "ASSIGNOR" true and comparative copy  
 of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT

On the \_\_\_\_\_ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this \_\_\_\_\_ day of SEP 28 1959, 1959.

John Kornblum  
 Notary Public

(seal) Reba Rosenblum  
 Notary Public, State of New York  
 No. 03 - 8654123, Qualified in Bronx County  
 Commission Expires March 30, 1960

56/  
ASSIGNMENT OF OPERATING RIGHTS

RECEIVED  
Oil and Gas Management  
Wyoming  
FEB 28 1972  
13:30 PM

THIS ASSIGNMENT made and entered into as of the 24th day of January 1972 by and between BELCO PETROLEUM CORPORATION, 630 Third Avenue, New York, New York 10017, hereinafter referred to as "Belco" and Mountain Fuel Supply Company of Salt Lake City, Utah, hereinafter referred to as "ASSIGNEE".

W I T N E S S E T H:

WHEREAS, Belco owns and holds an interest in the following described oil and gas lease(s) covering lands in Sublette County, State of Wyoming:

Serial No. W-0256492  
Effective: July 1, 1948  
Lessee: Western Oil & Refining Company  
Lands: Insofar, and only insofar as said lease covers lands described as:

T28N, R113W

198787

Sec. 28: Lot 11

containing 36.24 acres, more or less.

CERTIFIED

to be a true and comparative copy  
of the official record on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT

RECORDED	December 2	1983	8:00 A.M.
IN BOOK	69	Page	561
FEES \$	8.00	County Clerk	
SUBLETTE COUNTY, PINEBALE, WYOMING			

*Barbara M. McElaine*

WHEREAS, the parties hereto are now desirous of entering into an agreement covering the herein described lease(s) upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the presises, it is hereby mutually agreed as follows, with respect to said lease:

1. Rights Granted: Belco hereby assigns, grants and conveys to ASSIGNEE an undivided 100% interest in the exclusive right and privilege of operating, testing, and developing the lands described for oil, gas, casinghead gas and other hydrocarbon substances under the terms of said oil and gas lease(s) or any extension or renewal thereof, insofar as said lease(s) cover(s) formations occurring between the surface and a depth of 1500' feet above the top of the Frontier Formation.

2. Rentals: Belco will make a bona fide effort to pay all rentals which become due the lessor under the terms of said lease as to said lands, but shall not be liable for inadvertent failure to pay such rental and shall only be liable for bad faith or gross negligence in failing to make such payment. ASSIGNEE shall reimburse Belco for 100% of such payment within fifteen (15) days after demand therefor. If ASSIGNEE shall fail or refuse to so reimburse Belco within thirty (30) days after a demand therefor by registered mail, then at the option of Belco, ASSIGNEE'S rights hereunder shall cease and terminate and it shall reassign and surrender said premises to Belco. ASSIGNEE and Belco shall pay any royalty, including minimum royalty, due the lessor under the terms of said oil and gas lease by reason of production from the zone of each respective party, and each party shall do and perform any and everything relating to its zone that may be necessary to keep said lease in good standing with the lessor as to said lands. Belco shall promptly furnish ASSIGNEE with copies of all notices or demands received from the lessor as to the described lands with respect to any default or nonperformance as to said lands.



3. Ad Valorem Taxes: Ad valorem taxes, if any, shall be apportioned as of the date of first runs for the year. For all years subsequent thereto, each party shall render or assess its interest in all material and equipment appurtenant thereto and shall pay the ad valorem taxes, if any, thereon.

4. Term: Unless surrendered or released as hereinabove provided, this Agreement shall remain in full force and effect during the life of said oil and gas lease and any and all extensions and renewals thereof.

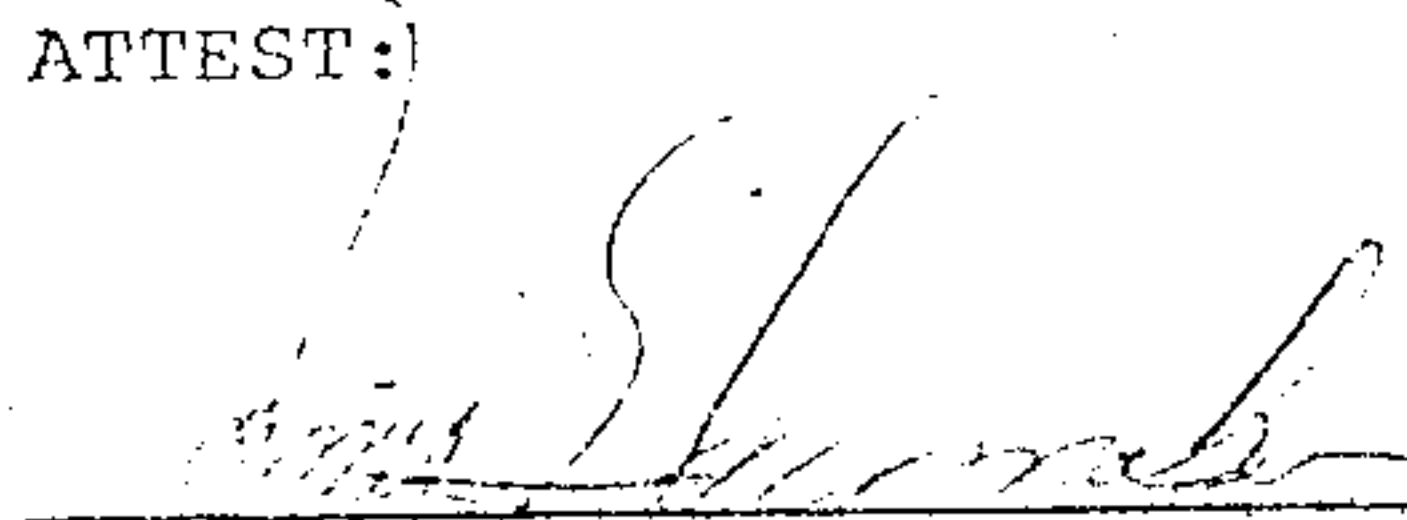
5. Approval: Either party may, if it so elects, file this Operating Agreement for approval with the appropriate office representing the lessor. Each party agrees to furnish to the other all further documents and things reasonably requested in order to obtain such approval.

6. Federal Lands Provision: The undersigned agree that the obligation to pay any overriding royalties or payments out of production for oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of Seventeen and one-half percent (17.50%), shall be suspended when the average production of oil per well per day average on a monthly basis is fifteen (15) barrels or less.

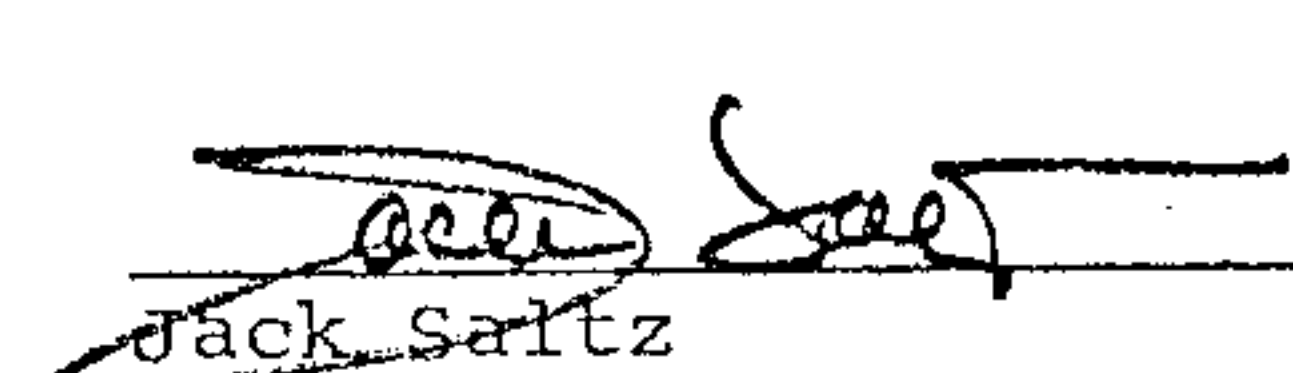
7. Other Provisions: Belco also grants, bargains and sells to Assignee all interest in the BNG #68 gas well located on said Lot 11, Sec. 28, T28N, R113W together with a like interest in all personal property, material and equipment located thereon or used appurtenant thereto.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

ATTEST:

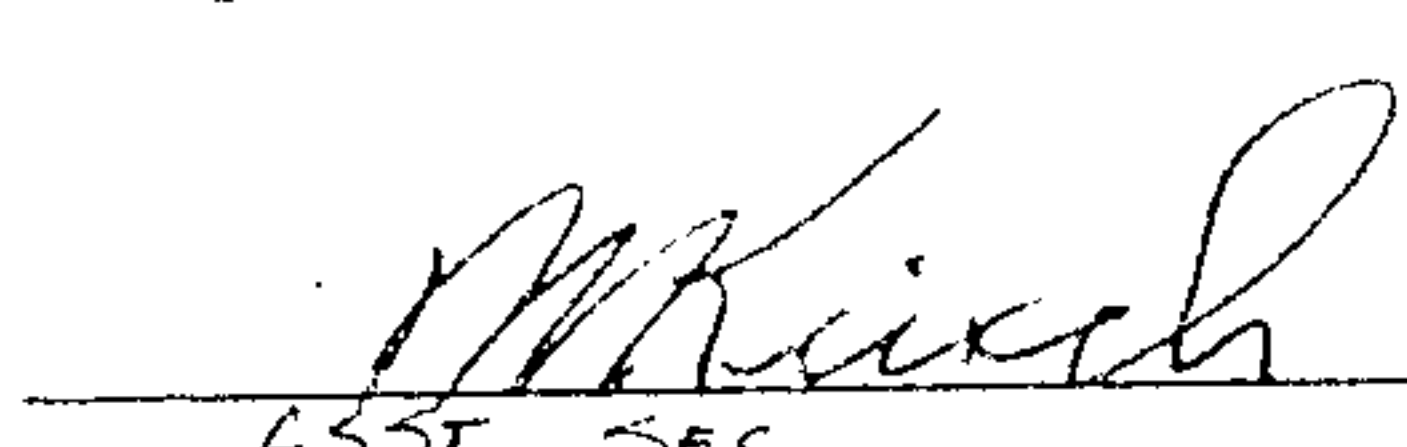
  
James G. Haymaker  
Assistant Secretary

BELCO PETROLEUM CORPORATION

  
Jack Saltz  
Senior Vice President

ATTEST:

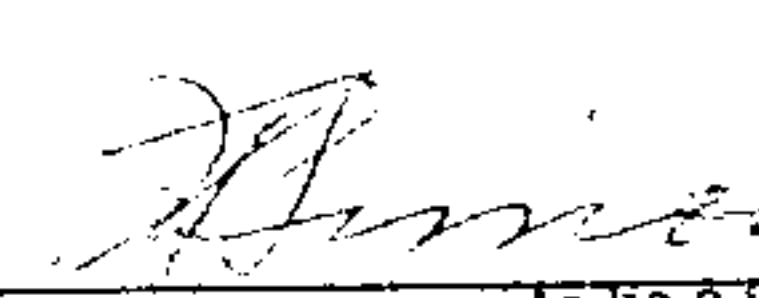
MOUNTAIN FUEL SUPPLY COMPANY

  
Asst. Sec.

STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK)

By  **CERTIFIED**  
to be a true and comparative copy  
of the official records on file

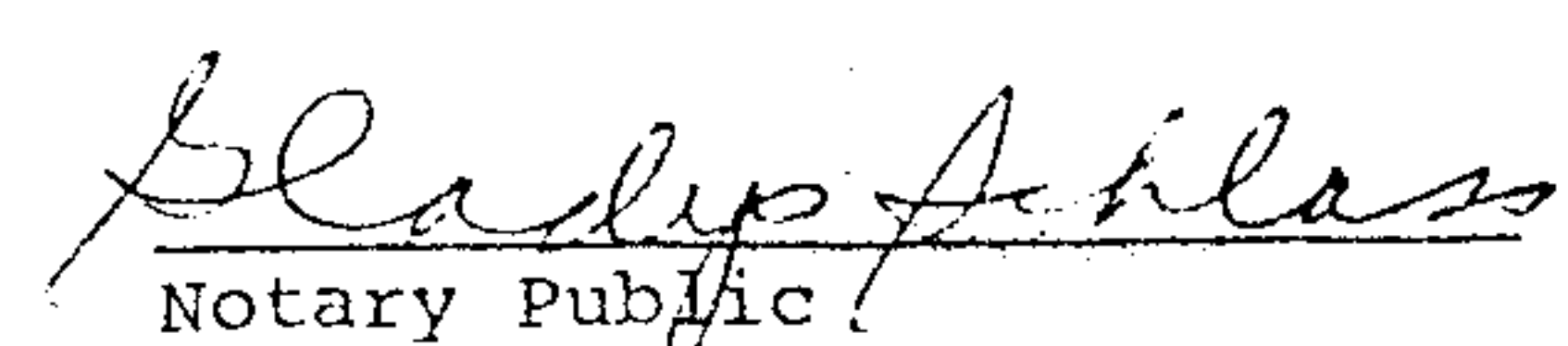
OCT 28 1983

BUREAU OF LAND MANAGEMENT

On this 25th day of January, 1972, before me appeared JACK SALTZ to me personally known who being by me duly sworn did say that he is the SENIOR VICE PRESIDENT of Belco Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said JACK SALTZ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 25th day of January, 1972

GLADYS SCHLASS  
NOTARY PUBLIC, State of New York  
No. 03 0813500  
Qualified in Rensselaer County  
Certificate filed in New York County  
Comm. to Expire March 20, 1972

  
Notary Public

My Commission Expires:



563

REQUEST FOR APPROVAL OF ASSIGNMENT OF  
OPERATING RIGHTS AS TO A PORTION OF W-0256492

The Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is a Utah Corporation with offices at P. O. Box 11368, Salt Lake City, Utah 84111.
2. Assignee's other interests, direct and indirect, in oil and gas leases and applications or offers therefor and options in the same state, together with the acreage in this instrument, do not exceed 246,080 chargeable acres. Assignee's options in the same state do not exceed 200,000 chargeable acres.
3. Assignee is qualified, as shown by statements previously furnished and on file under Serials Wyoming 0153814, Colorado 0125368, and Utah 067467.
4. Assignee is the sole party in interest as to the interest conveyed to Assignee in the attached assignment.
5. Our check in the amount of \$10.00 is enclosed as payment for the filing fee for assignment.
6. Nationwide oil and gas lease bond in the sum of \$75,000.00 executed in this Company's behalf by The Ohio Casualty Insurance Company as Surety is on file with the Director, Bureau of Land Management, being bond No. 554988-1, dated January 23, 1952.
7. The undersigned agrees to be bound by the terms and provisions of said lease provided the assignment is approved by the signing officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith. The assignment is submitted in triplicate. It is requested that the approved copy of the assignment be returned to the address shown in this assignment. This form is submitted in lieu of official Form 4-1175, and contains all of the provisions thereof as of the date of filing of this assignment. (Reg. 192.141) (2).

Executed and witnessed this 18th day of February, 19 72.

ATTEST:

MOUNTAIN FUEL SUPPLY COMPANY

*M. K. Kirsch*  
Assistant Secretary

*Lyle A. Hale*  
Vice President, Exploration

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT

# ASSIGNMENT OF OPERATING RIGHTS

1973 JUN 10 11:40 AM

FEDERAL Serial #W-0256492

Effective Date of Base Lease 7/1/48

The undersigned, as owner of certain Oil and Gas Operating Rights in and to the above designated Oil and Gas Lease, does hereby transfer and assign to:

Beico Petroleum Corporation  
P. O. Box 19234  
Houston, Texas 77024

The below specified interest in and to the said Operating Rights insofar as said rights pertain to:

From the surface of the earth to a depth of 1500 feet above the top of the Frontier Formation, excepting and reserving, however, all Operating Rights in and to the Almy "L" Sand Formation as identified between the depths of 890 feet and 1060 feet on the Induction Electric Log run in the BNG-68 well, located 303 feet North of the South line and 1558 feet East of the West line of Section 28, T28N, R113W, Sublette County, Wyoming.

1. Lease affected by this Assignment:

Township 28 North, Range 113 West, 6th P.M.  
Section 28: Lot 11

containing 36.24 acres, more or less, in Sublette County, Wyoming

2. Operating Rights Interest of Assignor in above described lands:

100% from the surface of the earth to a depth of 1500 feet above the top of the Frontier Formation.

3. Extent of Operating Rights Interest herein conveyed to Assignee:

100%, subject to the reservation of the Almy "L" Sand Formation as set forth hereinabove.

4. Overriding royalty or production payments reserved herein to Assignor:  
(Percentage Only) NONE

5. Overriding royalties or production payments previously reserved:  
5%

IT IS UNDERSTOOD and agreed that this Assignment of Operating Rights is made without warranty of title either express or implied and is subject to any and all existing overriding royalties and/or other burdens on production.

IT IS HEREBY CERTIFIED that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief.

EXECUTED THIS 19 day of November, 1974.

**CERTIFIED**

ATTEST:

to be a true and comparative copy  
of the official records on file

W 0153814

OCT 28 1993

MOUNTAIN FUEL SUPPLY COMPANY

By:

Attorney-in-Fact  
P. O. Box 11368

Salt Lake City, Utah 84111

BUREAU OF LAND MANAGEMENT

## ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On this 19 day of November, 1974, before me appeared Ralph M. Kirsch, Attorney-in-Fact, to me personally known, who being by me duly sworn, did say 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 Ralph M. Kirsch acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and official seal.

My Commission expires

JACK L. HEALEY

Notary Public residing at Salt Lake City  
Utah. My commission expires May 2, 1975

*[Signature]*  
Notary Public

## PART II

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 16 day of December, 19 74

Evidence of Authority of  
Attorney in Fact is filed under  
serial number U. S. Wyoming 01332

BELCO PETROLEUM CORPORATION

By:

*John L. Schneider*  
(Assignee's Signature)

John L. Schneider, Jr., Attorney-in-Fact  
P. O. Box 19234  
Houston, Texas 77024

(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.

OCT 28 1983

198738

RECORDED *December 2* 1983 8:00 P.M.  
IN BOOK *69 Oct* PAGE *564*  
FEES \$6<sup>00</sup> *Land of Utah* COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Thine*

**CERTIFIED**

to be true and comparative copy  
of the official records on file

OCT 28 1983

BUREAU OF LAND MANAGEMENT



ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 26th. day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on July 19, 1954 in book 9 O & G Leases, page 136, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 024353

T. 28 N., R. 113 W., 6th. P. M., Wyoming

Section 20: Lots 6, 7, and 8, SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ , E  $\frac{1}{2}$  SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  and Tr. 43 B

290.27 acres, more or less

RECEIVED

JUN 22 1955

Land Office  
Box 578 Cheyenne, Wyo.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto:

CERTIFIED

is a true and comparative copy  
of the official records on file

OCT 19 1983

BUREAU OF LAND MANAGEMENT

Arthur B. Belfer	25%
Rachel Belfer	25%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST

PFAFF-QUEALY CORPORATION

Lawrence Ruben, Secretary

A. B. Belfer, President

STATE OF NEW YORK

COUNTY OF NEW YORK

RECORDED Dec. 2, 1983 8:20 AM  
IN BOOK 69 PAGE 566  
FEES 4.50  
SUBLETTE COUNTY CLERK

"ASSIGNOR"

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being duly sworn by me did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

Assignment Approved:  
Manager, Land Office  
VIOLET BERMAN  
Notary Public, State of New York  
No. 24-5291875  
Qualified in Kings County  
Commission Expires March 30, 1956

Notary Public

287451

Paid \$10 assignment fee, Rec. #

RECEIVED

567  
4  
ASSIGNMENT OF OPERATING AGREEMENT

JUL 14 1955

Land & DEPT. OF THE INTERIOR  
Box 918 Cheyenne, Wyo.  
WHEREAS, on the 26th day of September, 1952, an operating agreement entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on July 19, 1954 in Book 9 O & G Leases, page 136, Sublette County, Wyoming being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 024353

T. 28 N., R. 113 W., 6th. P.M., Wyoming

Sec. 20: Lots 6, 7, and 8, SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ , E  $\frac{1}{2}$  SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Tract 43 B

290.27 acres, more or less

and,

WHEREAS, on June 2, 1955, PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignors" do hereby bargain, sell, transfer, assign and convey unto BELFER NATURAL GAS COMPANY all of their rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignors" have signed and sealed this instrument this 22nd. day of June, 1955.

198730

RECORDED	December 2, 1983 8:00 PM
IN BOOK 69, Page 567	
FEES \$6.00	County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Dorothy M. Thorne*

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 19 1983

BUREAU OF LAND MANAGEMENT

Assignment approved:

Manager, Land Office

*Arthur B. Belfer*  
ARTHUR B. BELFER

*Rachel Belfer*  
RACHEL BELFER

*Selma Ruben*  
SELMA RUBEN

*Lawrence Ruben*  
LAWRENCE RUBEN

*Anita Saltz*  
ANITA SALTZ

*Jack Saltz*  
JACK SALTZ

*A. B. Belfer*  
A. B. BELFER as Trustee for  
ROBERT BELFER

"ASSIGNORS"

288712  
Paid \$10 assignment fee, Rec. #

ACKNOWLEDGEMENT

STATE OF NEW YORK

! SS.  
!

COUNTY OF NEW YORK

On this 22nd day of June, 1955, before me personally appeared ARTHUR B. BELFER (a/k/a A. B. BELFER) individually and as Trustee for ROBERT BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal this 22nd day of June, 1955.

(Seal)

Violet Berman  
Notary Public

Violet Berman  
Notary Public, State of New York  
No. 24-5291875  
Qualified in Kings County  
Commission Expires March 30, 1956

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 19 1983

BUREAU OF LAND MANAGEMENT



WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, ~~an exact copy of said agreement, which~~ was recorded on July 19, 1954 in Book 9 O & G, page 136, Sublette County, Wyoming ~~being attached hereto and being a part hereof~~

LAND OFFICE  
CHEYENNE, WYOMING  
Federal Oil & Gas Lease - Evanston 024353

T. 28N., R. 113W., 6th P.M., Wyoming

198794 Section 20: Lots 6, 7, and 8, SW $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Tract 43 B

RECORDED *Dec 2 1983 8:20 AM*  
IN BOOK *69 DWS* PAGE *569*  
FILED *8-2-83* SUBLETTE COUNTY CLERK  
*My Dorothy M. Lure*

290.27 acres, more or less

SUBJECT TO MORTGAGE(S) AND  
SUBJECT TO PRODUCTION PAYMENT(S)  
PER ATTACHED RIDER

and,

WHEREAS, on June 2, 1955, PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

WHEREAS, on June 22, 1955, ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER did hereby bargain, sell, transfer, assign and convey all of their rights, title and interest in and to said operating agreement unto BELFER NATURAL GAS COMPANY.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned BELFER NATURAL GAS COMPANY, "Assignor", does hereby bargain, sell, transfer, assign and convey unto BELCO PETROLEUM CORPORATION all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS, WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this \_\_\_\_\_ day of SEP 28 1959, 1959.

WITNESS:

BELFER NATURAL GAS COMPANY

*Jack Saltz*  
Jack Saltz

By: *Lawrence Ruben*  
Lawrence Ruben - Partner

CERTIFIED

to be a true and comparative copy  
of the official records on file

"ASSIGNOR"

STATE OF NEW YORK )

) SS.

COUNTY OF NEW YORK)

OCT 25 1983

BUREAU OF LAND MANAGEMENT

On the \_\_\_\_\_ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this \_\_\_\_\_ day of SEP 28 1959, 1959.

*Reba Roseblum*  
Notary Public

(seal) Reba Roseblum  
Notary Public, State of New York  
No. 03 - 8654123, Qualified in Bronx County  
Commission Expires March 30, 1960

## REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born \_\_\_\_\_ Naturalized \_\_\_\_\_  
Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statement attached hereto, and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, \$10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachmer hereto.
6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this \_\_\_\_\_

day of \_\_\_\_\_

SEP 28 1959

19.59

WITNESSES: **ATTEST**

BELCO PETROLEUM CORPORATION

(Name and address)

John P. Dietzel, Assistant Secretary

(Name and address)

Lawrence Ruben (Assignee's signature) Executive Vice President

630 Third Avenue, New York 17, New York

(Address)

Assignment approved effective \_\_\_\_\_

THE UNITED STATES OF AMERICA

By \_\_\_\_\_

(Signing officer)

(Title)

NOTE.—18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

RIDER TO LEASE EVANSTON 024353

Subject to a Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven Hundred thousand (\$700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand (\$120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

Subject to a Production Payment conveyed to Bright Star Foundation, Inc., on December 18, 1958, in the primary amount of One million four hundred thousand (\$1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 to and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

RIDER TO LEASE EVANSTON 024353

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand (\$4,690,000.00) dollars. *L*

CERTIFIED

to be a true and comparative copy  
of the official records on file

OCT 25 1983

BUREAU OF LAND MANAGEMENT



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-7576-A

Lease effective date  
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

TERRA RESOURCES, INC.

Address (include zip code) P. O. Box 2329  
Tulsa, OK 74101

The undersigned, as owner of <sup>Tr. I-37.5%</sup> 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 28 North, Range 109 West, 6th P.M.

Tract I-

Section 32: All

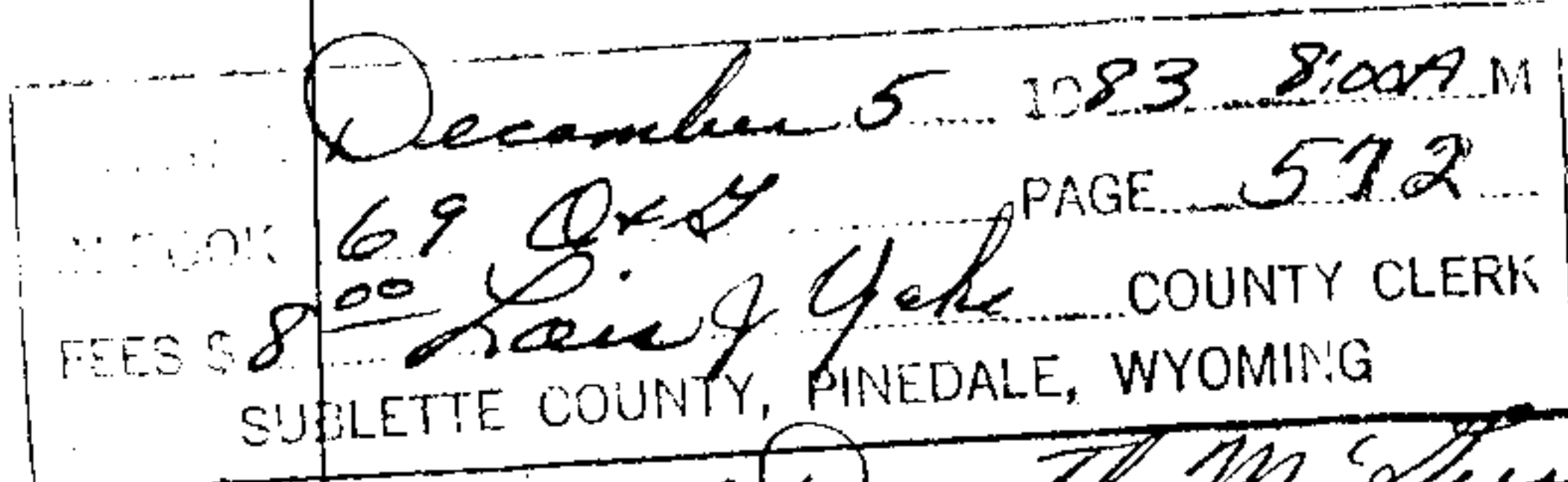
Section 34: All

198805

Tract II-

Section 35: All

Sublette County, Wyoming



3. Specify interest or percent of assignor's record title interest being conveyed to assignee

12.5%

25.0%

4. Specify interest or percent of record title interest being retained by assignor, if any

25.0%

25.0%

5. Specify overriding royalty being reserved by assignor

NONE

NONE

6. Specify overriding royalty previously reserved or conveyed, if any

8.0%

8.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of September, 1983.  
DAVIS OIL COMPANY, A Partnership

Paul Messinger  
(Assignor's Signature)  
Paul Messinger, Attorney in Fact

410 17th Street, Suite 1400  
(Assignor's Address)

Denver, Colorado 80202  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

(Date)

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed \_\_\_\_\_.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of September, 1983.

TERRA RESOURCES, INC.

ATTEST

(Assignee's Signature)

F. H. Merelli, President,

James P. Niedermeyer  
Assistant Secretary  
(City)

(Assignee's Address) TERRA RESOURCES, INC.  
P. O. BOX 2329  
TULSA, OK. 74101  
(State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 TULSA )

On the 29th day of Sept., 1983, before me the undersigned, a Notary Public in and for said State, personally appeared F. H. Merelli, known to me to be the President and James P. Niedermeyer, known to me to be the Assistant Secretary of Terra Resources, Inc., the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said State the day and year in this certificate first above written.

My commission expires:

8-24-87

Karin E. Raul  
Notary Public in and for said County  
and State

(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.

STATE OF COLORADO )  
CITY AND ) SS.  
COUNTY OF DENVER )

On this 19<sup>th</sup> day of September, 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 instru-  
ment as Attorney in Fact of the said DAVIS OIL COMPANY, a Partner-  
ship, 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 of the Partnership for the uses and  
purposes therein set forth.

WITNESS my hand and official seal on the day and year last  
above written.

My Commission Expires:

My Commission Expires January 20, 1986

Robert B Murray  
Notary Public

410 Seventeenth Street, Suite 1400  
Denver, Colorado 80202  
Address



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Edward C. Reinauer, Sr., and Jean Reinauer, wife (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 Mona Campbell Munson of 5128 Brookview Drive, Dallas Texas, 75220 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one percent ( 1% ) of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Township 29 North, Range 115 West, 6th Principal Meridian, Section 12; All

Containing a total of 640.0 acres in Sublette County, Wyoming

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 16th day of September, 1983.

988806

RECORDED Dec 5 1983 8:00 A.M.  
IN BOOK 69 PAGE 575  
FEES 4.00 Land Yale COUNTY CLERK  
SUBLETTE COUNTY CLERK

Edward C. Reinauer, Sr.  
Edward C. Reinauer, Sr.

Jean Reinauer  
Jean Reinauer

STATE OF Texas \$  
COUNTY OF Deaf Smith \$

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of September 1983, personally appeared Edward C. Reinauer, Sr. and Jean P. Reinauer to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Jayce L. Jones

My Commission Expires:  
9-26-84

I certify that the above is a true and correct copy of the original.

[Signature]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Edward C. Reinauer, Jr. (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 Mona Campbell Munson of 5128 Brookview Drive, Dallas Texas, 75220 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one-half of one percent (1/2 of 1%) of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Township 29 North, Range 115 West, 6th Principal Meridian, Section 12; All

Containing a total of 640.0 acres in Sublette County, Wyoming

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 5th day of September, 1983.

198807

Edward C. Reinauer, Jr.  
Edward C. Reinauer, Jr.

STATE OF Texas §  
COUNTY OF Deaf Smith §

RECORDED Dec 5 1983 8:00 AM  
BOOK 69 PAGE 576  
PEES 400  
COUNTY CLERK  
SUBLETTE COUNTY CLERK

Dorothy M. Stine

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of September, 1983, personally appeared Edward C. Reinauer, Jr. to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Joyce L. Linn

My Commission Expires:

9-26-84

I certify that the above is a true and correct copy of the original.

Claud M. Munson

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned \_\_\_\_\_

William S. Reinauer

(herein-

after 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 Mona Campbell Munson of 5128 Brookview Drive, Dallas Texas, 75220 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one-half of one percent (1/2 of 1%) of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Township 29 North, Range 115 West, 6th Principal Meridian, Section 12; All

Containing a total of 640.0 acres in Sublette County, Wyoming

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 16th day of September, 1983.

1988908

William S. Reinauer

William S. Reinauer

STATE OF Texas §  
COUNTY OF Deaf Smith §

RECORDED December 5 1983 8:00 AM  
IN BOOK 69 OF 8 PAGE 577  
FEES 4.00 Larry York COUNTY CLERK  
SUBLETTE COUNTY CLERK

G. Kenneth McQuinn

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of September, 1983, personally appeared William S. Reinauer to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Joyce Lomas

My Commission Expires:

9-26-84

I certify that the above is a true and correct copy of the original.

Claude M. Munson



# ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto \_\_\_\_\_  
 HOWARD E. MARLOW 5290 East Nassau Circle Englewood, CO 80110

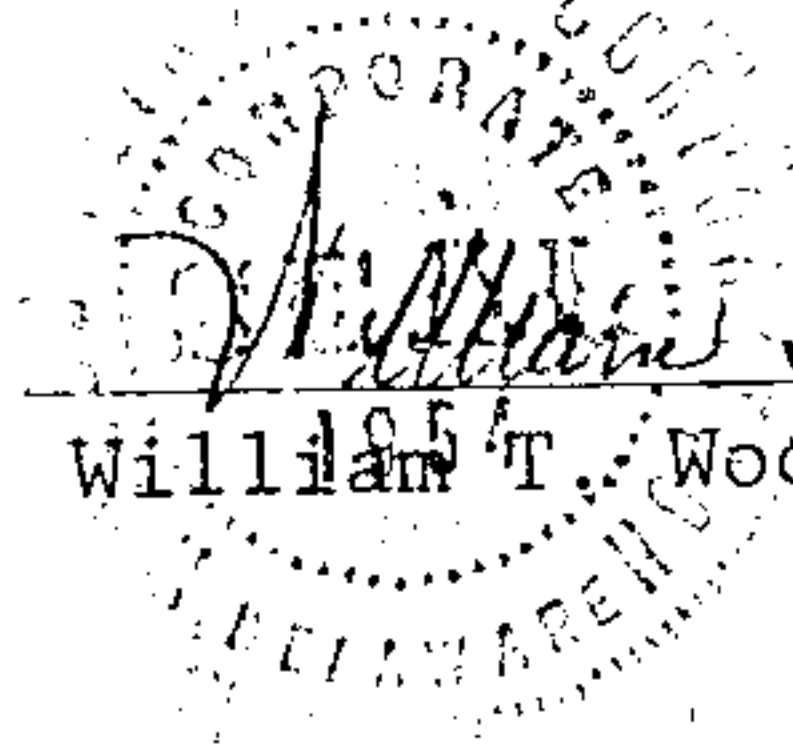
\_\_\_\_\_, hereinafter called Assignee, his heirs and assigns, an overriding royalty of an undivided 2.5% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease(s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all costs, 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 overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IN WITNESS WHEREOF we hereunto set our hands and seal this 30th day of September, 19 83


ATTEST:

  
William T. Wood, Assistant Secretary

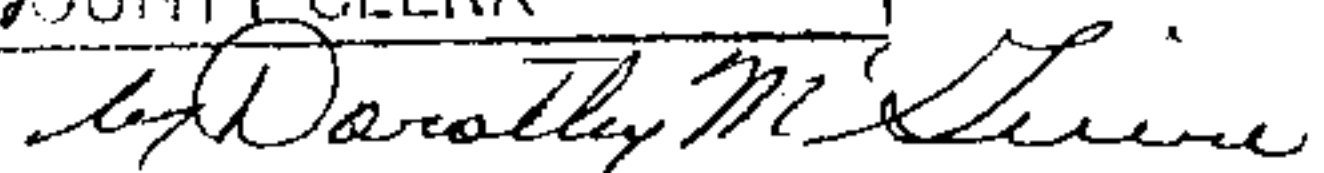
198810

STATE OF OKLAHOMA  
 COUNTY OF OKLAHOMA ss.

WOODS PETROLEUM CORPORATION

  
Larry L. Miles, Vice President

RECORDED December 5 1983 8:00AM  
 IN BOOK 69 PAGE 578  
 FEES 6.00 Sublette COUNTY CLERK  
 SUBLETTE COUNTY CLERK




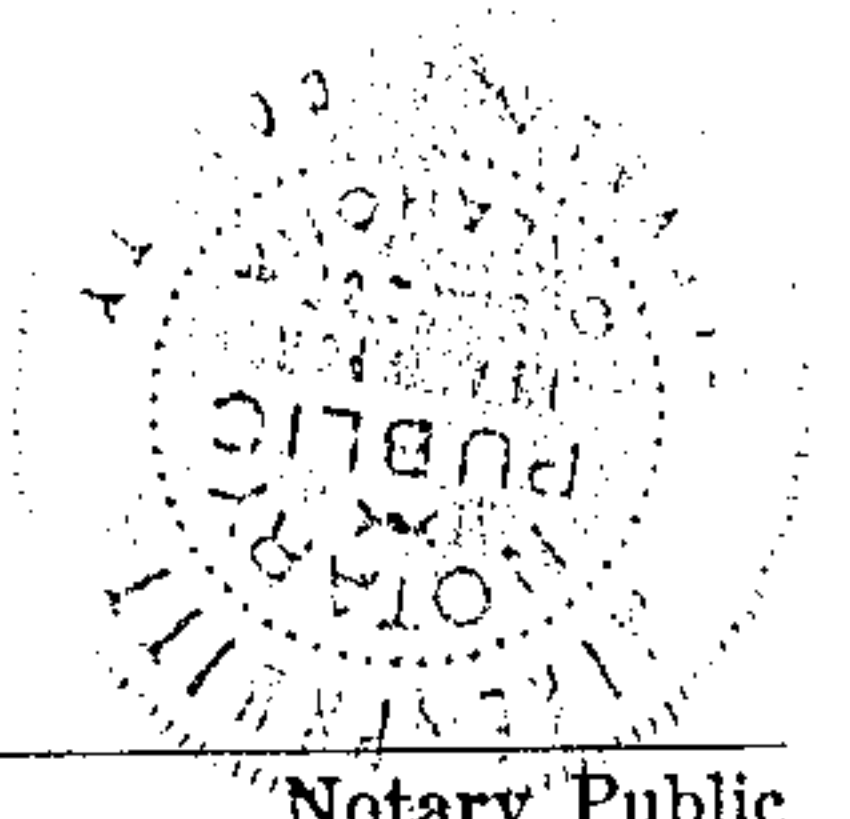
Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of September, 19 83, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged 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, 1987

  
Mike Pruitt, Notary Public



Assignment of Overriding Royalty dated  
September 30, 1983 from Woods Petroleum  
Corporation to Howard E. Marlow

EXHIBIT "A"

<u>LEASE NO.</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>SUBLETTE COUNTY, WYOMING DESCRIPTION</u>
12757-01	W-85227 USA	Woods Petroleum Corporation	9-01-83	Township 27 North, Range 108 West, 6th P.M. Section 28: SW/4 Section 29: NE/4 Containing 320.00 acres, more or less

# ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE USA-W-84475

W-61,364

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg  
5000 South Quebec, Suite 500  
Denver, Colorado 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 South Quebec Suite 500 Denver, Colorado 80237	2.0833%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	5000 South Quebec Suite 500 Denver, Colorado 80237	2.0833%
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	5000 South Quebec Suite 500 Denver, Colorado 80237	2.0834%

Whose trust agreement may be found recorded in Denver County, Colorado  
 Book 2049, Pages 71-96.

Being in all a total of an undivided 6 1/4% of 8/8ths (six and one quarter percent of eight eighths)  
 overriding royalty on all of the oil,  
 gas and other hydrocarbon substances that may be produced, saved and marketed from the following described  
 lands situated in Sublette County, State of Wyoming, under the above  
 designated oil and gas lease and any extension or renewal thereof, to wit:

T 30 N - R 113 W  
 Sec. 12: S 1/2 NW 1/4, SW 1/4  
 (Less approximately 82.29 acres in  
 reservoir R/W E 024404)

198813

RECORDED December 5 1983 3:20 PM  
 IN BOOK 69 Over PAGE 580  
 FEES \$ 6.00 Law & York COUNTY CLERK  
 SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy McShane*

Containing 157.71 acres, more or less.

WITNESS our hands this 17th day of October, 19 83

*Jack J. Grynberg*  
 Jack J. Grynberg, Assignor  
*Celeste C. Grynberg*  
 Celeste C. Grynberg, Spouse

STATE OF COLORADO

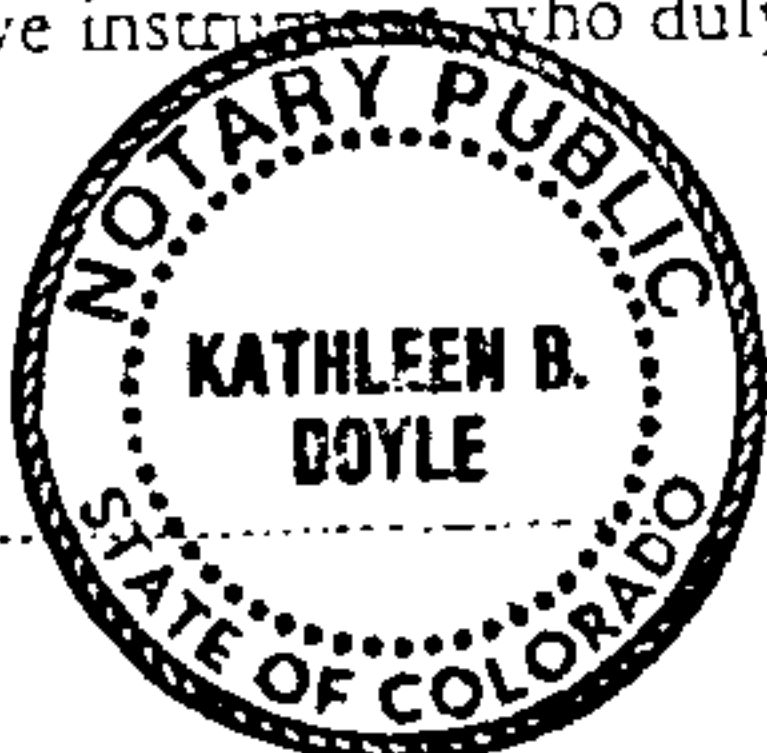
COUNTY OF ARAPAHOE

ss.

On the 17th day of October, 19 83, before me personally appeared  
Jack J. Grynberg and Celeste C. Grynberg  
 the signor.S... of the above instrument who duly acknowledged to me that they executed the same.

My commission expires:

8/2/87



*Kathleen B. Doyle*  
 Kathleen B. Doyle, Notary Public

Residing in 8335 Fairmount Dr., 6-107, Denver, CO



581

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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 ☒ 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    NOV   9 1982    , 19    .

Celeste C. Grynberg  
(Assignee's Signature)

Celeste C. Grynberg, Co-Trustee

Dean G. Smernoff  
Dean G. Smernoff, Co-Trustee

\* 5000 South 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.



UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE NO. W-58735

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of the sum of Ten and More Dollars (\$10.00), receipt of which is hereby acknowledged, the undersigned Assignor does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
K & B Company	3055 Crabapple Road Golden, Colorado 80401	2.25% of 8/8ths
Wheatley Oil Company	618 Midland Savings Building Denver, Colorado 80202	2.25% of 8/8ths

Being all of the Assignor's right title and interest, or a total of an undivided 4.50% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 34 North, Range 113 West  
Section 25: All  
Section 26: All  
Section 27: All  
Section 35: All

Containing 2560 gross acres, more or less

1988300  
RECORDED December 9, 1983 8:00 P.M.  
IN BOOK 69 D & S PAGE 582  
FEES \$ 4.25 Sandy Yake COUNTY CLERK  
SUBLETTE COUNTY, WYOMING

*Dorothy M. Shive*  
This assignment is subject to any spacing order, division order, communitization agreement or pooling arrangement whereby Assignor's present interest has been reduced; it being the intention hereof to convey to the Assignees all of Assignor's overriding royalty interest in the subject lands or any lands which may be pooled therewith.

EXECUTED this 12th day of September, 1983.

ESTATE OF ANNIE DELL WHEATLEY, DECEASED  
78 PR 1333

By Thomas F. Wheatley, Jr.  
Thomas F. Wheatley, Jr.  
Personal Representative

TOM WHEATLEY COMPANY

By Tom Wheatley, Jr.  
Tom Wheatley, Jr., Partner

STATE OF COLORADO )  
CITY AND : ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me by Thomas F. Wheatley, Jr., Personal Representative of the Estate of Annie Dell Wheatley, Deceased, and by Tom Wheatley, Jr., Partner of Tom Wheatley Company, this 12th day of September, 1983.

WITNESS my hand and official seal.

My Commission Expires:  
May 14, 1986

*John Charles Strawn*  
Notary Public  
618 Midland Savings Bldg., Denver, CO 80202  
582



# State of DELAWARE

Office of SECRETARY OF STATE

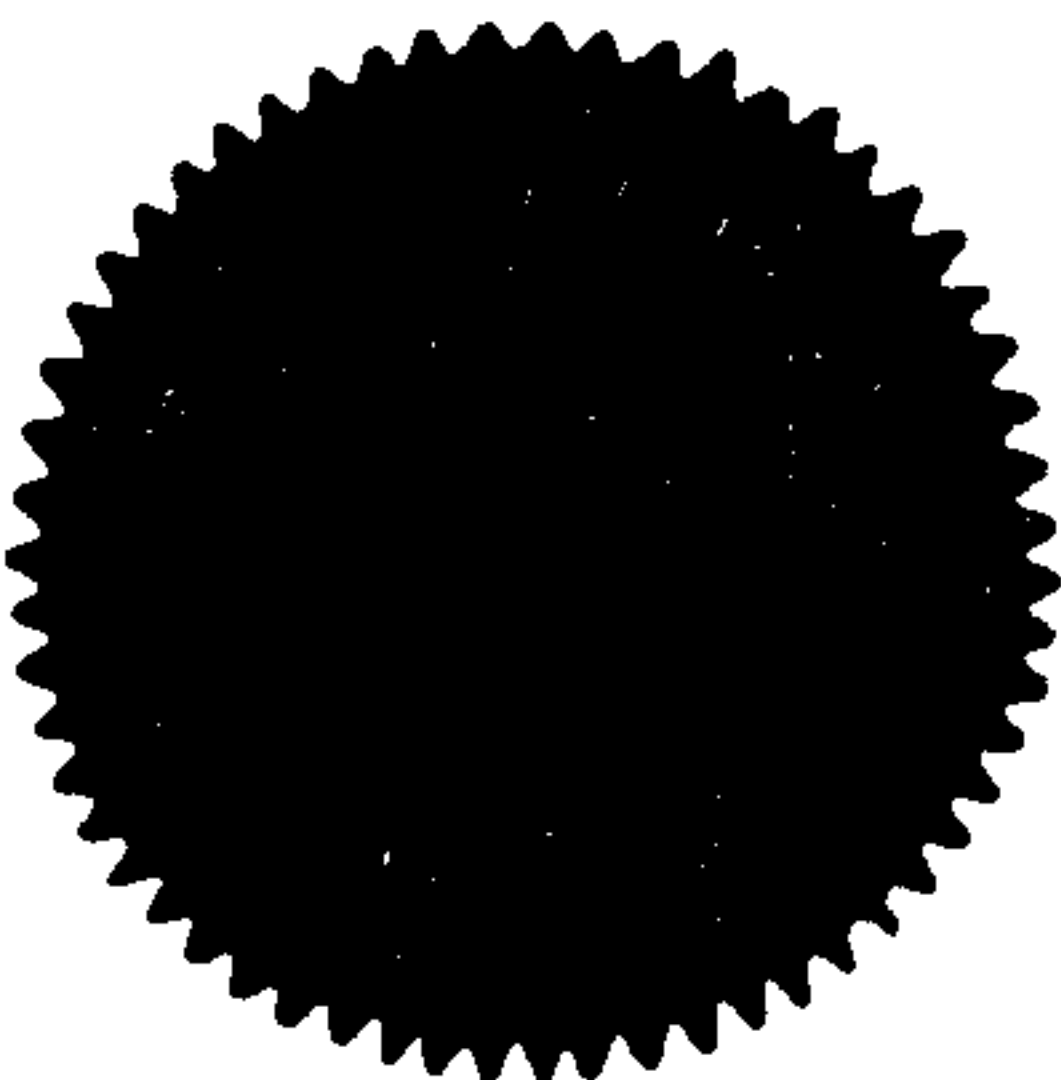
*I, Glenn C. Kenton Secretary of State of the State of Delaware,*  
*do hereby certify* that the "DIAMOND SHAMROCK CORPORATION", filed a Certificate of  
Amendment, changing its corporate title to "Diamond Chemicals Company", on the first  
day of September, A.D. 1983, at 8:30 o'clock A.M.

198893

RECORDED	<i>December 9</i>	1983	<i>1:00 P.M.</i>
IN BOOK	<i>69 Oct</i>	PAGE	<i>583</i>
FEE \$	<i>4.00</i>	COUNTY CLERK	
S.	<i>Larry Yoke</i>	PINEDALE, WYOMING	

*by Dorothy M. Lurie*

In Testimony Whereof, *I have hereunto set my hand*  
*and official seal at Dover this* \_\_\_\_\_ *nineteenth* *day*  
*of* \_\_\_\_\_ *October* *in the year of our Lord*  
*one thousand nine hundred and* \_\_\_\_\_ *eighty-three.*



*Glenn C. Kenton*  
Glenn C. Kenton, Secretary of State



A S S I G N M E N T

For value received, Diamond Chemicals Company (formerly Diamond Shamrock Corporation), a Delaware corporation (hereinafter called Assignor), hereby assigns and conveys unto Diamond Shamrock Exploration Company, a Delaware corporation (hereinafter called Assignee), whose address is P. O. Box 631, Amarillo, Texas 79173, the following:

1. All right, title and interest, if any, whether divided or undivided, recorded or unrecorded, which Assignor owns in leases covering oil, gas and other minerals, or any of them, located in Sublette County, Wyoming;

2. All right, title and interest, if any, whether divided or undivided, recorded or unrecorded, which Assignor owns in all wells located on any of said leases or any pooled, unitized or contractual area which includes any of said leases or a portion thereof, and in all improvements, equipment and personal property used in connection with the operation of any of said wells;

3. All right, title and interest, if any, whether divided or undivided, recorded or unrecorded, which Assignor owns (located in Sublette County, Wyoming and not described in 1 and 2 above) in oil, gas or other minerals, and in production of any of them.

Each interest hereby assigned and conveyed is subject to all obligations imposed by, and includes all assignable rights created in, all valid and subsisting rights, interests and agreements of record in Sublette County, Wyoming, or located in Assignor's files or to which the interests being assigned are subject in the hands of Assignor.

Assignor will execute and deliver all such other instruments, and will do such other acts and things, as may be necessary more fully to assure to Assignee, or its successors or assigns, title to all of the respective rights and interests herein assigned and conveyed.

This Assignment is made with warranty of title by, through and under Assignor only.

Assignor makes no representations or warranties, either express or implied, as to the merchantability, quality, condition or fitness for particular uses of the improvements, equipment and personal property hereby assigned and conveyed.

Dated and effective November 1, 1983.

DIAMOND CHEMICALS COMPANY

By

*C. Barton Groves*  
C. Barton Groves  
Vice President

*[Signature]*  
Assistant Secretary

SEAL  
1928  
STATE OF TEXAS  
COUNTY OF POTTER

The foregoing instrument was acknowledged before me by C. BARTON GROVES, Vice President of DIAMOND CHEMICALS COMPANY, a Delaware corporation, on this 1st day of November, 1983.

Witness my hand and official seal.

My Commission Expires:  
8-1-85

*Pat Hathcock*  
Notary Public

Pat Hathcock  
Notary Public

585

# ASSIGNMENT

## STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, MOUNTAIN FUEL RESOURCES, Inc. P.O. Box 11450  
Salt Lake City, Utah 84147, assignor,  
 being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-0645,  
 and covering land situate in Sublette County, Counties, described as follows:

TOWNSHIP 32 NORTH, RANGE 109 WEST, 6th PM.  
Sec. 16: All

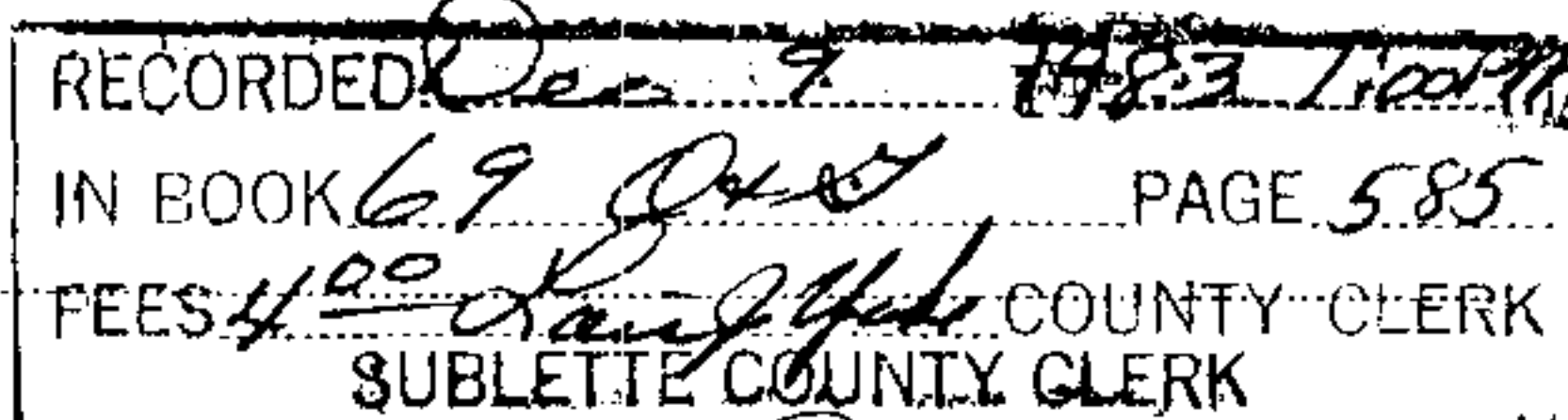
and containing 640.00 acres more or less, for and in consideration of the sum of Ten and More Dollars  
 (\$ 10.00 ) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto  
CELSIUS ENERGY COMPANY, P. O. Box 11070  
of Salt Lake City, Utah 84147, assignee, all rights, title and interest of assignor in and to said lease  
 insofar as it covers the following described land:

TOWNSHIP 32 NORTH, RANGE 109 WEST, 6th PM.  
Sec. 16: All

and containing 640.00 acres, more or less, reserving, however, unto assignor No overriding royalty  
 (Subject to a 5% of 3/8ths overriding royalty interest previously reserved)

TO HAVE AND TO HOLD unto the said CELSIUS ENERGY COMPANY, ITS successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to  
 any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 7TH day of NOVEMBER, 1983



MOUNTAIN FUEL RESOURCES, Inc.  
 Assignor-Lessee

By C. F. Coleman  
 C. F. Coleman  
 President

Attest:  
Connie Holbrook  
 Connie Holbrook  
 Secretary

### ACKNOWLEDGEMENT (For use by Individual)

State of \_\_\_\_\_ }  
 County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
 to me known to be the person described in and who executed the foregoing  
 instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

(SEAL) \_\_\_\_\_  
 Notary Public

My Commission expires: \_\_\_\_\_

### ACKNOWLEDGEMENT (For use by Corporation)

State of UTAH }  
 County of SALT LAKE } ss.

On this 7th day of NOVEMBER, A. D. 1983, before me personally  
 appeared C. F. COLEMAN, to me personally known, who, being by  
 me duly sworn, did say that he is the President of MOUNTAIN FUEL RESOURCES, INC.  
 and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and  
 sealed in behalf of said corporation by authority of its Board of Directors, and said C. F. COLEMAN  
 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7th day of NOVEMBER, A. D. 1983.

(SEAL) \_\_\_\_\_  
 Notary Public

My Commission expires: 09-02-84

Assignment approved by \_\_\_\_\_ of Land Commissioners: November 21, 1983 without binding the State  
 for the payment of any overriding royalty.  
 Assignment recorded in the Office of the Commissioner of Public Lands: November 22, 1983

(Fee for recording this form of assignment is \$20.00. If other terms are desired incorporated in the assignment a special  
 form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained  
 for the office.)

ASSIGNMENT OF OPERATING RIGHTS

State of Wyoming  
79-0645  
Effective date  
November 2, 1979

The undersigned, as owner of certain Oil and Gas Operating Rights in and to the above designated Oil and Gas Lease, does hereby transfer and assign to: CELSIUS ENERGY COMPANY, P. O. Box 11070, Salt Lake City, Utah 84147

The below specified interest in and to the said Operating Rights insofar as said rights pertain to: The surface of the earth down to the depth of 12,190 feet, or the stratigraphic equivalent thereto in the Fort Union formation, as encountered in the Mesa Unit Well No. 2 located in the SE1/4NW1/4 of Section 16, Township 32 North, Range 109 West, 6th PM.

198897

RECORDED Dec 9 1983 1100P M  
IN BOOK 69 PAGE 586  
FEES 2.00 Salt Lake COUNTY CLERK  
SUBLETTE COUNTY CLERK

1. Lands affected by this Assignment:

TOWNSHIP 32 NORTH, RANGE 109 WEST, 6th PM.  
Sec. 16: All  
Containing 640.00 acres M/L  
Sublette County, Wyoming

2. Operating Rights Interest of Assignor in above described lands: 100%

3. Extent of Operating Rights Interest herein conveyed to Assignee: 100% insofar as said rights pertain to the above specified depths

4. Overriding royalty or production payments reserved herein to Assignor: (percentage only) NONE

5. Overriding royalty or production payments previously reserved: (percentage only) 5.0% (and 6.25% reserved in Assignment of Operating Rights dated 7/13/81)

6. This Assignment is made subject to all the terms, conditions and provisions of that certain Operating/Farmout Agreement as follows: Dated December 18, 1980 between Mountain Fuel Resources, Inc. and Mountain Fuel Supply Company.

IT IS UNDERSTOOD AND AGREED that this Assignment of Operating Rights is made without warranty of title either express or implied and is subject to any and all existing overriding royalties and/or other burdens on production.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief.

Executed this 8th of November, 83

Assignment approved by Land Commissioners November 21, 1983 without binding the State for the payment of any overriding royalty.

Assignment recorded in the Office of the Commissioner of Public Lands November 22, 1983

ls 11/2

MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey, Attorney in Fact

P. O. Box 11368  
Salt Lake City, UT 84139

ACKNOWLEDGEMENT

COUNTY OF Salt Lake

STATE OF UTAH

The foregoing instrument was acknowledged before me by J. L. Healey, Attorney-in-Fact for Mountain Fuel Supply Company, this 8th day of November 1983.

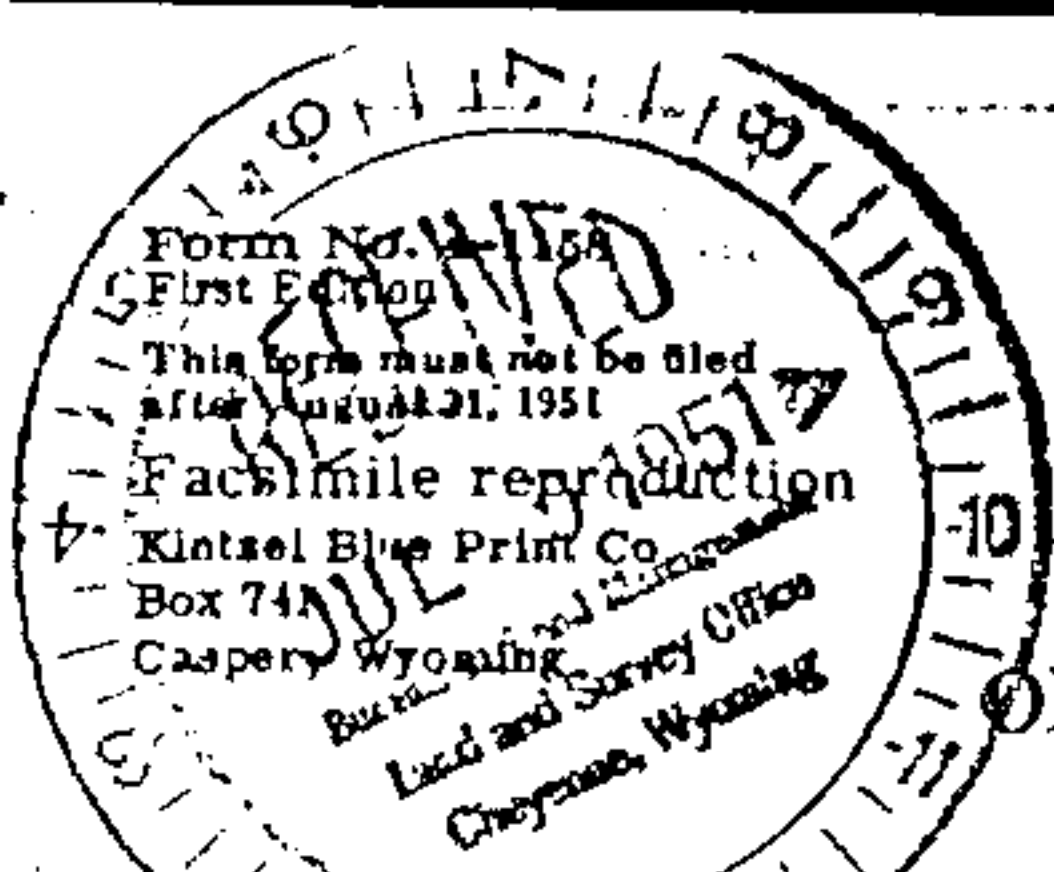
Witness My Hand and Official Seal:

My Commission Expires:

s/s [Signature]  
Notary Public

09-02-84





587  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Form approved.  
Budget Bureau No. 42-R-200  
**WYOMING**  
Office 07828  
Serial No. \_\_\_\_\_  
Receipt No. 22338

**OFFER TO LEASE AND LEASE FOR OIL AND GAS**  
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER WILL 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

(Fill in on a typewriter or print plainly in ink and sign in ink)

1. Name Clarence I. Justheim

check \$167.50

P. O. Address 209 Wasatch Oil Bldg., Salt Lake City 1, Utah

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.

2. Land requested

3. Land included in lease

(Not to be filled in by Offeror)

6th P. Meridian Wyoming  
(State)

Meridian \_\_\_\_\_  
(State)

T. 28 N. R. 113 W. Sec. \_\_\_\_\_: Legal subdivisions

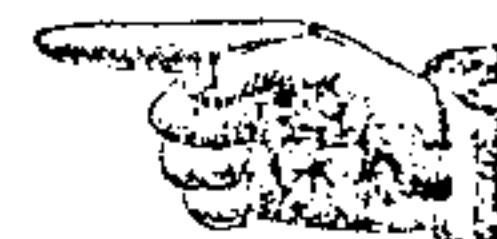
T. \_\_\_\_\_ R. \_\_\_\_\_ Sec. \_\_\_\_\_: Legal subdivisions

198936

Sec. 3: Lots 7, 8,  $\frac{1}{2}$  NW  $\frac{1}{4}$ , SW  $\frac{1}{4}$

This lease embraces the area and the land described in Item 2.

Preference right for new five year lease on Evanston 022161, pursuant to Act of Congress approved July 29, 1942 (56 Stat. 726:30 U. S.C.)



The rental retained is the rental amount shown in Item 4.

RECORDED Dec 12 1983 1:00 PM

BOOK 69 PAGE 587

Sublette County CLERK

Sublette County CLERK Total Area 314.37 Acres

Sublette County

**CERTIFIED**

to be a true and comparative copy of the official records on file

Total Area \_\_\_\_\_ Acres

OCT 31 1983

Rental retained \$ \_\_\_\_\_

**BUREAU OF LAND MANAGEMENT**

4. Amount remitted: Filing fee \$10, Rental \$ 157.50, Total \$ 167.50

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born ☒ Naturalized \_\_\_\_\_ If naturalized, give court, date and number of naturalization certificate. Corporation or other legal entity (specify what kind): \_\_\_\_\_

(b) Offeror's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the Reclamation and Forest 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 and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. 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.

7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 5th day of July 1951

WITNESS

Kathryn C. Bradford  
164 G. C. St., S.F. 6, Utah

Clarence I. Justheim  
(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

A 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 \_\_\_\_\_

(Signing officer)

Wiley Williams  
Manager, Land and Survey Office  
(Title)

Effective date of lease \_\_\_\_\_

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 false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.







(ORDER BY NUMBER)

This Space Reserved for Filing Stamp

## Release of Oil and Gas Lease

Whereas, a certain Oil and Gas Mining Lease,

dated March 15, 1978,

given by Glyndon Homer Spence, Paul Logan Homer and  
Joseph Kosland Trust

of \_\_\_\_\_, Lessor

to Woods Petroleum Corporation

of \_\_\_\_\_, Lessee

and covering the following described land:

Lot 2,3,4, SW NE, NW SE, S/2 NW, SW Sec. 5-29N-112W

Lot 1,2,3,4,6,7, E/2 SW, SW SE, E/2 SE Sec. 6-29N-112W

E/2 NW Sec. 8-29N-112W

SE NE, SE Sec. 1-29N-113W

S/2 SW Sec. 32-30N-112W

containing 1146.18 acres M/L

198940

RECORDED December 13 1983 12:00 PM  
IN BOOK 690+9 PAGE 589  
FEES \$50.00  
SUBLETTE COUNTY CLERK

in Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ Range \_\_\_\_\_ County of Sublette, all in the

State of Wyoming, said lease being recorded in the office of the County Clerk in and for said

County, in Book 56 of \_\_\_\_\_ on page 360 reference to which is hereby made; and

~~WHEREAS, by virtue of an assignment of said Oil and Gas Mining Lease, as above described, the same is now owned~~

by \_\_\_\_\_ insofar as it covers the

of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said

Woods Petroleum Corporation

does hereby cancel, release, relinquish and surrender all its right, title and interest in and to the said Oil and Gas Mining Lease insofar as it covers the lands last above described.

IN WITNESS WHEREOF we have hereunto set our hand S and seal this 31st

March, 1983

WOODS PETROLEUM CORPORATION

T. Wood, Assistant Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA, County of \_\_\_\_\_, ss:

Individual Acknowledgment

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person 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.

Given under my hand and seal of office the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF OKLAHOMA

CORPORATION ACKNOWLEDGMENT  
Oklahoma Form

COUNTY OF OKLAHOMA

SS:

Before me, the undersigned, a Notary Public, in and for said County and State on this 31st day of

March, 1983, personally appeared Larry L. Miles

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its

Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires May 3, 1983

Mike Pruitt  
Mike Pruitt



# State of Delaware



## Office of Secretary of State

I, GLENN C. KENTON, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF MURPHY OIL CORPORATION FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF OCTOBER, A.D. 1983, AT 10:01 O'CLOCK A.M.

1 1 1 1 1 1 1 1 1 1

198960

RECORDED	<i>December 13 19 83 230 pm</i>
IN BOOK	<i>69 O+G</i>
PAGE	<i>590</i>
FEE \$	<i>500 Paul J. Lake</i>
COUNTY CLERK	<i>Clay</i>
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Glenn C. Kenton*  
Glenn C. Kenton, Secretary of State

AUTHENTICATION: 10100939

DATE: 10/31/1983

833040207

CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF INCORPORATION

MURPHY OIL CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES  
HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by consent signed October 31, 1983, adopted the following resolution:

"RESOLVED, that the Board of Directors hereby declares it advisable and in the best interest of the Company that Article First of the Certificate of Incorporation be amended to read as follows:

"First: The name of the corporation shall be MURPHY OIL USA, INC. (hereinafter called the "Company")."

SECOND: That the said amendment has been consented to and authorized by the holder of all of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware and filed with the Corporation on the 31st day of October.

THIRD: That the aforesaid amendment was duly adopted in accordance with the provisions of Sections 141(f), 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Murphy Oil Corporation has caused its corporate seal to be hereunto affixed and this certificate to be filed by Jerry W. Watkins, its Vice President, and Ann A. Ripley, its Assistant Secretary, this 31st day of October, 1983.

By s/Jerry W. Watkins  
Vice President

(SEAL)

ATTEST: s/Ann A. Ripley  
Assistant Secretary

STATE OF ARKANSAS   )  
                              )ss.  
COUNTY OF UNION     )

BE IT REMEMBERED that on this 31st day of October, A.D., 1983, personally came before me, Renee' Bryant, a Notary Public in and for the County and State aforesaid, Jerry W. Watkins, Vice President of MURPHY OIL CORPORATION, a corporation of the State of Delaware, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said Jerry W. Watkins, as such Vice President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said Vice President and Assistant Secretary of said corporation to the said foregoing certificate are in the handwriting of the said Vice President and Assistant Secretary of said Corporation respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation and that the facts stated in the foregoing certificate are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

(SEAL)

s/Renee' Bryant  
Notary Public in and for  
Union County, Arkansas

My Commission expires:

January 28, 1990



593  
ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING  
UNITED STATES OIL AND GAS LEASE W-82249

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That William A. Cericola  
27 Lorena Road  
West Yarmouth, MA 02673

....., Assignor (whether one or more) for the sum of  
Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which  
is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied,  
overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
James Farrell	3391 Kings Arm Memphis, TN 38115	.833%
William Jandeska	1061 Snell Road Rochester, MI 48063	.833%
David G. Schrunk	16605 Avenida <del>La Valencia</del> <sup>FLORENCIA</sup> Poway, CA 92064	.833%
William Stevens, Jr. 521 Fifth Avenue, New York, N.Y. 10175	40-015-Paseo-Entrada Rancho-Mirage, CA--92270	.833%
Walter E. Uhlman	Route 6, Box 103 Flemington, NJ 08822	.833%

Being in all a total of an undivided FIVE SIXTH OF FIVE PERCENT

.....overriding royalty on all of the oil,  
gas and other hydrocarbon substances that may be produced, saved and marketed from the following described  
lands situated in Sublette County, State of Wyoming, under the above  
designated oil and gas lease and any extension or renewal thereof, to wit:

Township 30 North, Range 107 West

Sec 5: SW $\frac{1}{4}$   
Sec 6: Lot 6  
Sec 8: NW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec 9: SW $\frac{1}{4}$   
Sec 15: SE $\frac{1}{4}$   
Sec 17: NE $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec 22: E $\frac{1}{2}$ , SW $\frac{1}{4}$   
Sec 27: All  
Sec 28: NW $\frac{1}{4}$ NW $\frac{1}{4}$   
Sec 34: SE $\frac{1}{4}$ NW $\frac{1}{4}$

198962

RECORDED Dec. 14 1983 8:00 AM  
IN BOOK 69 PAGE 593  
FEES 8.25 Sublette County Clerk  
Sublette County Clerk

Containing 2.077.97 acres, more or less.

WITNESS our hands this 18 day of October, 1983.

Witnesses:

William A. Cericola  
WILLIAM A. CERICOLA

STATE OF Mass  
COUNTY OF Barnstable } ss.

On the 18 day of October, 1983, before me personally appeared

the signor..... of the above instrument, who duly acknowledged to me that..... executed the same.

My commission expires:

5/30/84

Notary Public

Residing in St. Dennis

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF  
OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.
2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.
3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.
4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

*Barbara A. Jones*

as to

*James Farrell*  
JAMES FARRELL

*James B. Haeker*

as to

*William Jandeska*  
WILLIAM JANDESKA

*Doranne Taylor*

as to

*David G. Schunk*  
DAVID G. SCHRUNK

*Margaret A. Reget*

as to

*William Stevens, Jr.*  
WILLIAM STEVENS, JR.

*Susan Ashton*

as to

*Walter E. Uhlman*  
WALTER E. UHLMAN

as to

as to

as to

as to

as to

## RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned CSG Exploration Company, being the owner of a certain oil and gas lease dated June 30, 1976 executed by Michael Warren, et al covering the following real estate in SUBLETTE County, State of WYOMING, to-wit:

NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  Sec 25-31N-111W

and recorded in book 53 at page 79 of the records of said County and State does hereby release all its right, title and interest in and to said oil and gas lease, insofar as same covers the land above described.

Executed this 1st day of September, 1983.

CSG EXPLORATION COMPANY

By

W. A. Hull, Jr., Vice President *W. A. Hull Jr*Linda Frick, Asst. Secretary *Linda Frick*

## ACKNOWLEDGMENT

STATE OF OKLAHOMA)

)SS.

COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 1st day of September, 1983, by W. A. Hull, Jr., Vice President for CSG EXPLORATION COMPANY.

(Witness my hand and official seal.

My Commission Expires:

8-12-84

*Ruby C. Vandiver*  
Ruby C. Vandiver, Notary Public

198965

RECORDED *December 14* 1983 *2:00 PM*  
IN BOOK *69* PAGE *595*  
FEES \$*4.00* *Linda Frick* COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Stine*



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB NO. 42-R1599TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.

W-63490

Lease effective date

June 1, 1978

## PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignees

Address (include zip code) See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 81.885% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 111 West, 6th P.M.  
Section 32: Lot 2, NW/4, N/2SW/4Containing 269.65 acres more or less situated in Sublette County, Wyoming.  
Limited in depth from the surface to a depth of 9,786 feet below the surface.  
This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated October 9, 1979, by and between Superior Oil Company as Farmor and Energetics, Inc. as Farmee.

- |  |   |
|--|---|
| 3. Specify interest or percent of operating rights being conveyed to assignee  | 73.598%   |
| 4. Specify interest or percent of operating rights being retained by assignor  | 8.2870%   |
| 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<br>13.50% |
| 7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other 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, INC.

(Assignor's Signature)

102 Inverness Terrace East

(Assignor's Address)

Gene W. Anderson, Vice President - Land

ATTEST

Assistant Secretary

Englewood

(City)

Colorado

(State)

80112

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 01 1983

By

(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

FEB 28 1983

(Date)

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

FOR ASSIGNEE

STATE OF COLORADO )  
 )  
 COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of May, 1982.

My Commission Expires:

My Commission Expires Oct. 22, 1985

Edwina A. Langford  
 Notary Public  
 102 Inverness Terrace East  
 Englewood, Colorado 80112

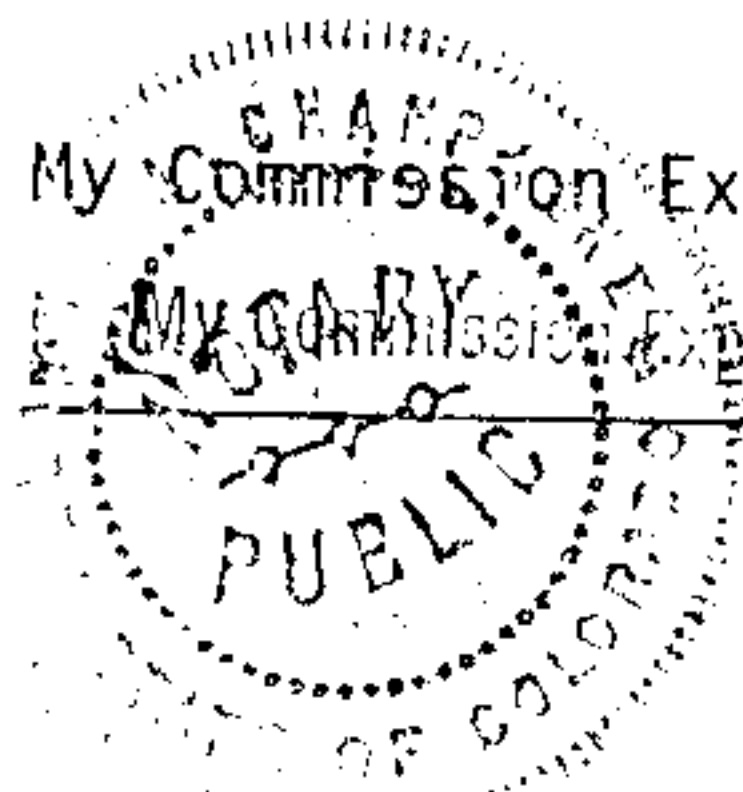


EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL  
NUMBER W-63490, DATED May 27, 1982

RECORDED  
INDEXED  
MAY 27 AM 9:30

SUBLETTE COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, hereinafter referred to as "Assignor" for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

Guaranty Energy Group 1979 General Hydrocarbons, Inc. Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59107-1515	- an undivided	15.0000%
Jeffery J. Tempas 21 Doral Lane Littleton, Colorado 80123	- an undivided	.3300%
Solly Robins	- an undivided	.87750%
V. Kathleen Robins	- an undivided	.29250%
Harding A. Orren	- an undivided	.14625%
Bernard Rosenberg	- an undivided	.14625%
Elliot S. Kaplan	- an undivided	.32500%
Dale I. Larson	- an undivided	.32500%
Lawrence Zelle c/o 33 South Fifth Street Minneapolis, Minnesota 55402	- an undivided	.32500%
Energetics 1979 Ltd Partnership <i>ET AL</i> 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	25.3380%
Energetics 1979 A Ltd Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	2.8620%
<i>from</i> D & R Energy 1979 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	5.2500%
Bird Canyon Development Ltd Partnership c/o Cramer Rosenthal & Company 717 Westchester Avenue White Plains, New York 10604	- an undivided	9.0000%
Mary K. Poole 1755 Faxon Avenue Memphis, Tennessee 38112	- an undivided	8.1305%
L.G. Marsolek 6314 South Monaco Court Englewood, Colorado 80111	- an undivided	5.2500%

198992

11173

RECORDED *December 15 1983 3:34 PM*  
IN BOOK *69 Over* PAGE *596*  
FEES *11.00* *Sublette County Clerk*  
SUBLETTE COUNTY CLERK

*Dorothy M. Shum*



599

W4-349 mlb  
11

Form 3106-14  
(March 1980)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 42-R1599

TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.  
USA-W-62117  
Lease effective date  
February 1, 1978

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignees.

Address (include zip code)  
See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 75.9167 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 111 West, 6th P.M.  
Section 28: 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 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	56.6337%
4. Specify interest or percent of operating rights being retained by assignor	19.2830%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Thirteen and one half (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 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 27th day of May, 1982, but made effective as of the date of first production from the Federal #10-28 well located in the NW/4 of Sec. 28, T27N-R111W, Sublette County, Wyoming  
By: Gene W. Anderson 102 Inverness Terrace East  
ENERGETICS, INC. (Assignor's Signature) (Assignor's Address)

Gene W. Anderson, Vice President - Land

ATTEST: Switzer Englewood, Colorado 80112  
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

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

NOTE: This form may be reproduced provided that copies are made in accordance with the provisions of 43 CFR 3106. (Title) (Date)

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER  
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed \_\_\_\_\_.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

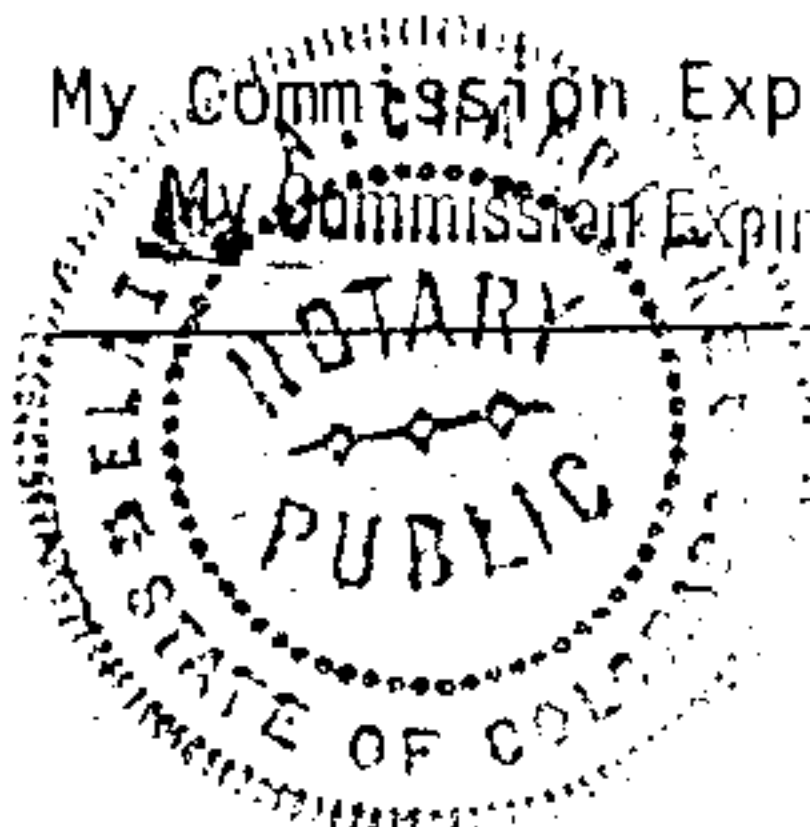
Title \_\_\_\_\_  
Unit \_\_\_\_\_

STATE OF COLORADO     )  
                                      )  
COUNTY OF ARAPAHOE    )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of May, 1982.

My Commission Expires:  
My Commission Expires Oct. 22, 1985



Elaine G. Chapman  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112

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.

601

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL  
NUMBER USA-W-62117, DATED May 27th, 1982

KNOW ALL MEN BY THESE PRESENTS:

THAT ENERGETICS, INC., a Colorado Corporation of 102 Inverness Terrace East, Englewood, Colorado 80112, hereinafter referred to as "Assignor" for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

Energetics, Inc., a Delaware corporation - an undivided 14.0920%  
116 Inverness Drive East  
Englewood, Colorado 80112

D & R Energy -79 (YE) - an undivided 4.6875%  
530 Parkdale Plaza  
1660 South Highway 100  
Minneapolis, Minnesota 55416

Croyal I Ltd. ET AL - an undivided 15.7500%  
717 Westchester Avenue  
White Plains, New York 10604

Herbert Fear - an undivided 6.2500%  
Route 4  
Salem, Illinois 62881

Guaranty Energy Group 1979 X - an undivided 7.5000%  
General Hydrocarbons, Inc.  
Transwestern II Building, Suite 200  
Post Office Box 31515  
Billings, Montana 59107-1515

Carl N. Rennert - an undivided 3.3611%  
Rennert & Associates  
770 Grant Street, Suite 249  
Denver, Colorado 80203

Solly Robins - an undivided 1.6877%  
V. Kathleen Robins - an undivided .5625%  
Harding A. Orren - an undivided .2813%  
Bernard Rosenberg - an undivided .2813%  
Elliot S. Kaplan - an undivided .6249%  
Dale I. Larson - an undivided .6249%  
Lawrence Zelle - an undivided .6249%  
c/o 33 South Fifth Street  
Minneapolis, Minnesota 55402

J. R. Smith - an undivided .3056%  
102 Inverness Terrace East  
Englewood, Colorado 80112

198993

RECORDED	December 15 1983 3:30P
IN BOOK	69 Over
FEE \$	11.00
SUBJECT	Land of Yaka



STIPULATION AND CROSS-CONVEYANCE

This Stipulation and Cross-Conveyance is entered into by R.K. Cramer ("Cramer") of 410 Seventeenth Street, Suite 1340, Denver, Colorado 80202, Cramer Oil Company ("Cramer Oil") of 410 Seventeenth Street, Suite 1340, Denver, Colorado 80202, and Joseph S. Sprinkle ("Sprinkle") of P.O. Box 991, Socorro, New Mexico 87801, because of an ambiguity of record regarding their respective interests in the following described real property:

Township 27 North, Range 111 West, 6th P.M.

Section 17: SE/4  
Section 20: NE/4  
Section 21: NE/4, W/2  
Section 33: NW/4 SW/4  
Sublette County, Wyoming

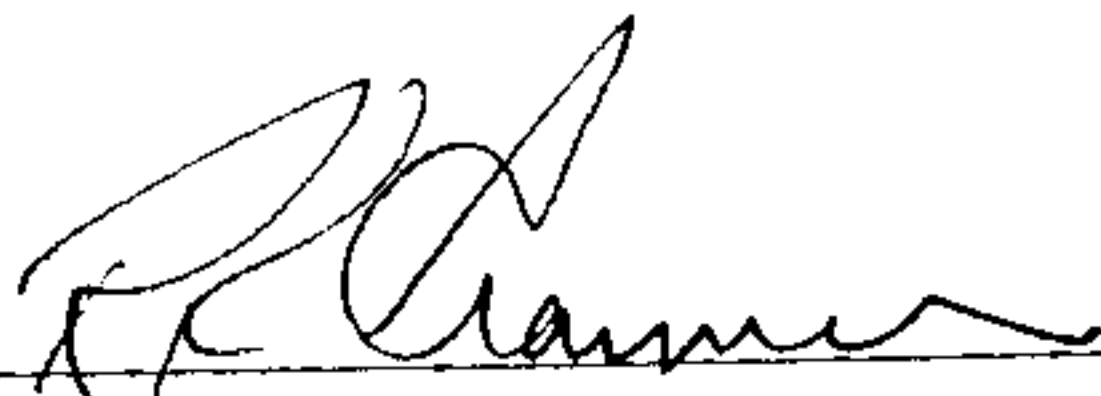
For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cramer, Cramer Oil, and Sprinkle stipulate that each of them owns an interest in the land identified above in the following proportions:

R.K. Cramer	Undivided	-0-
Cramer Oil Company	Undivided	2% Overriding Royalty Interest
Joseph S. Sprinkle	Undivided	2% Overriding Royalty Interest

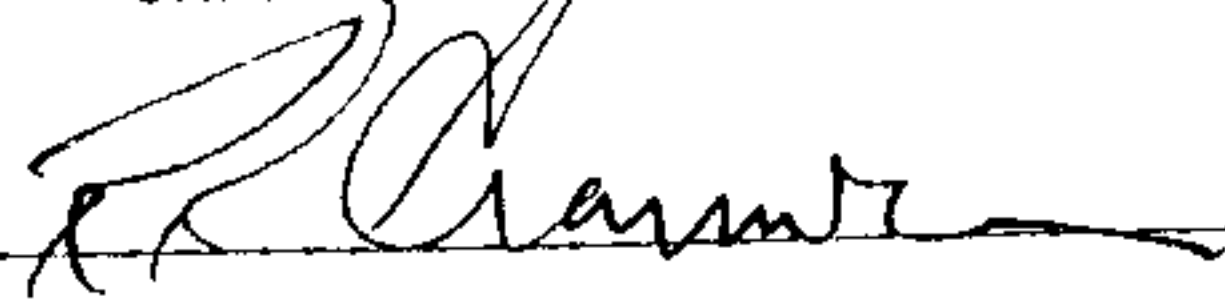
and Cramer, Cramer Oil, and Sprinkle quitclaim and cross-convey, each unto the other, their heirs and assigns, such interests as are necessary to effect the stipulated distribution of interests, to have and to hold forever.

Executed this 14<sup>th</sup> day of Nov, 1983, but for all purposes effective the date of first production from the Federal #30-33 Well, located in the Southwest quarter of Section 33 in Township 27 North, Range 111 West, Sublette County, Wyoming.

199013

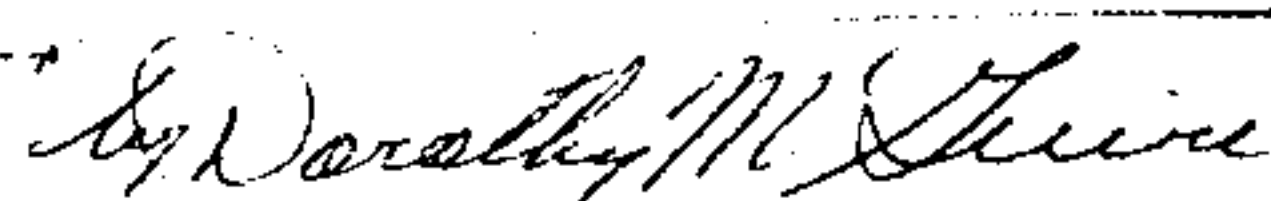
  
R.K. Cramer

CRAMER OIL COMPANY

  
R.K. Cramer, Managing Partner

  
Joseph S. Sprinkle

December 19 1983 8:00 PM  
Book 69, Page 602 BY  
600 Hans J. Yake COUNTY CLERK  
2112

  
Dorothy M. Shive

662740

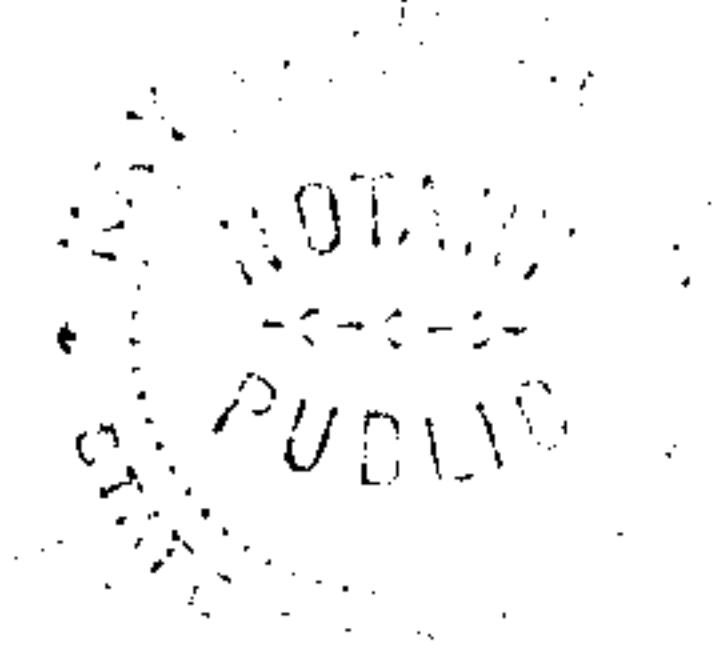
282

STATE OF COLORADO )  
COUNTY OF Denver ) ss

The foregoing instrument was acknowledged before me this 14th  
day of November, 1983 by R.K. Cramer.

WITNESS my hand and official seal.

My commission expires: March 1, 1986



Kay J. Bornuech  
Notary Public

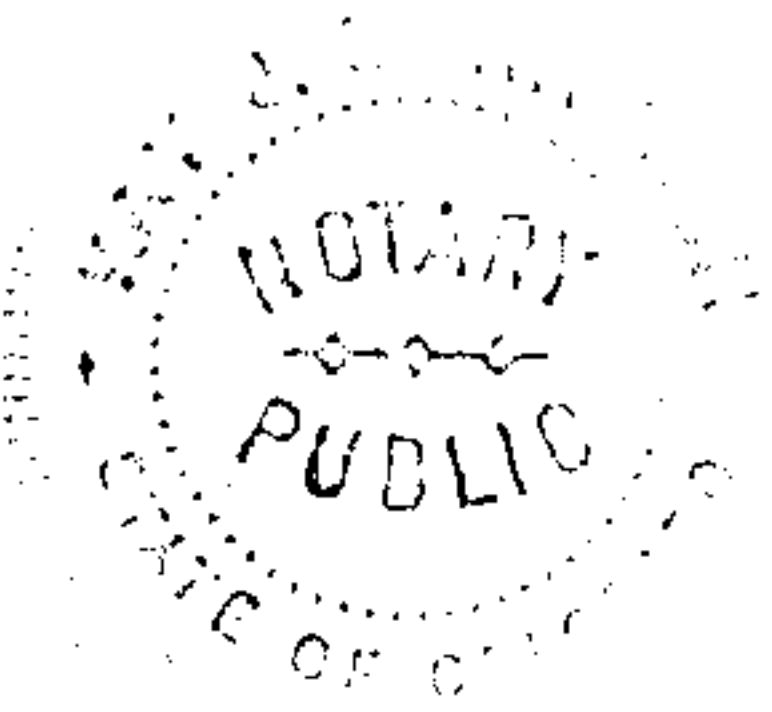
Address: 12049 W. Rice Pl.  
Morrison, Colorado

STATE OF COLORADO )  
COUNTY OF Denver ) ss

The foregoing instrument was acknowledged before me this 14th  
day of November, 1983 by R.K. Cramer, as Managing Partner of Cramer  
Oil Company.

WITNESS my hand and official seal.

My commission expires: March 1, 1986



Kay J. Bornuech  
Notary Public

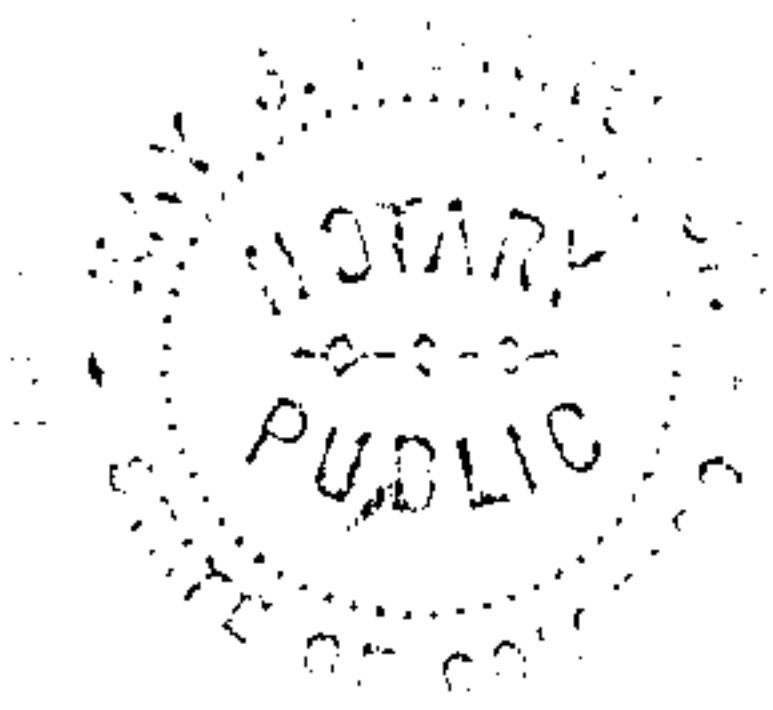
Address: 12049 W. Rice Pl.  
Morrison, Colorado

STATE OF COLORADO )  
COUNTY OF Denver ) ss

The foregoing instrument was acknowledged before me this 14th  
day of November, 1983 by Joseph S. Sprinkle.

WITNESS my hand and official seal.

My commission expires: March 1, 1986



Kay J. Bornuech  
Notary Public

Address: 12049 W. Rice Pl.  
Morrison, Colorado

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 42-R1599

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

1981 MAR 20 AM 7:45

CHEYENNE, WYOMING

Lease Serial No.

W 69882

Lease effective date

September 1, 1980

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

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 (43 CFR 3101.2-3)

Township 38 North, Range 114 West, 6th P.M.

Section 26: SW $\frac{1}{4}$

Section 35: W $\frac{1}{2}$

Sublette County, Wyoming

Containing 480.00 acres, more or less

CERTIFIED

to be a true and comparative copy  
of the official records on file

NOV 18 1983

BUREAU OF LAND MANAGEMENT

199014

December 19 1983 8:00 AM  
Book 69 out PAGE 604  
Fees 16<sup>00</sup> Land State COUNTY CLERK  
COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	87.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	12.5%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%
7. If any payments out of production have previously been created out of this 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 $\frac{1}{2}$  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 28 day of January, 1981.

Chevron U.S.A. Inc.

By: [Signature]  
(Assistant Secretary)

P. O. Box 599

(Assignor's Address)

Denver  
(City)

Colorado  
(State)

80201

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency 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 1981

Assignment approved effective

008081

By

Chief, Oil &  
Gas Section

(Authorized Officer)

SEP 23 1981

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Original



TERRA RESOURCES, INC. - 25%  
5975 South Syracuse Street  
Englewood, Colorado 80111

RAINBOW RESOURCES, INC. - 25%  
Market Tower II, Suite 600  
3025 South Parker Road  
Aurora, Colorado 80014

WILLIAMS EXPLORATION COMPANY - 12.5%  
Market Tower II, Suite 600  
3025 South Parker Road  
Aurora, Colorado 80014

RAINBOW RESOURCES, INC.  
EXPLORATION PARTNERSHIP 1976 - 25%  
305 Goodstein Building  
Casper, Wyoming 82601

# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

STATE OF COLORADO )  
 ) SS  
COUNTY OF ARAPAHOE )

B. M. WOOD

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 28th day of \_\_\_\_\_

My commission expires:

My commission expires Jan. 8, 1983

Anna L. Curtis  
Notary Public

CW-741-1(D 6/7)

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

NOV 18 1983

BUREAU OF LAND MANAGEMENT

180800

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1991 MAR 20 AM 7:46

## A. ASSIGNEE CERTIFIES 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, 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 January, 1981.  
WILLIAMS EXPLORATION COMPANY

By:

(Assignee's Signature)

Joe Gill, Attorney-in-Fact

3025 S. Parker Road, Suite 600

(Assignee's Address)

Evidence of Power of Attorney is on file under Aurora, Colorado 80014  
W-56800, and such authority is still in force (City) (State) (Zip Code)

and effect.

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## 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

NOV 18 1983

BUREAU OF LAND MANAGEMENT

180810



# ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Evidence of Power of Attorney in W-56943 is still in effect. There is no agreement between the agent and Terra Resources, Inc., or any other person by which the agent or such other person shall receive any interest in the lease.

## A. ASSIGNEE CERTIFIES 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 28th day of January, 1981.

(Assignee's Signature)

Terra Resources, Inc.

(Assignee's Address)

5975 South Syracuse Street  
Englewood, Colorado

80111

(City)

(State)

(Zip Code)

J. P. STOUT, AGENT AND ATTORNEY-IN-FACT

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## 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 69882 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 other 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.

Executed this 28th day of January, 1981.

JOE GILL

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

NOV 18 1983

BUREAU OF LAND MANAGEMENT

180800

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT  
DEPARTMENT OF THE INTERIOR

## A. ASSIGNEE CERTIFIES 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.

1981 MAR 20 AM 7:46

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 January, 1981  
 RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP (1976)  
 Rainbow Resources, Inc., General Partner

By: [Signature]  
 (Assignee's Signature)

3025 S. Parker Road, Suite 600  
 (Assignee's Address)

Joe Gill, Attorney-in-Fact

Evidence of Power of Attorney is on file under  
 W-56800, and such authority is still in force  
 and effect.

Aurora, Colorado 80014  
 (City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the

STATEMENT FOR 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 69882 on behalf of Rainbow Resources, Inc., do hereby certify that there is no agreement or understanding between Rainbow Resources, Inc., 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 other 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.

Executed this 28th day of January, 1981.

[Signature]  
 Joe Gill

PRINCIPAL USES: 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  
 of the official records and

NOV 18 1983

BUREAU OF LAND MANAGEMENT

180800



1981 MAR 20 AM 7:46

CHRYSTINE, WITTING

## A. ASSIGNEE CERTIFIES 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, 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 January, 1981.  
RAINBOW RESOURCES, INC.

By: Joe Gill 3025 S. Parker Road, Suite 600  
(Assignee's Signature) (Assignee's Address)

Joe Gill, Attorney-in-Fact

Evidence of Power of Attorney in fact is on file under W-56800, and such authority is Aurora, Colorado 80014  
(City) (State) (Zip Code)

still in force and effect. Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## STATEMENT FOR 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 69882 on behalf of Rainbow Resources, Inc. Exploration Partnership (1976), do hereby certify that there is no agreement or understanding between Rainbow Resources, Inc. Exploration Partnership (1976) 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 other 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.

Executed this 28th day of January, 1981.

Joe Gill  
Joe Gill

- (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 correct copy of the official records on file

NOV 18 1983

BUREAU OF LAND MANAGEMENT

180000



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No. W-69882  
Lease effective date 9-1-80

FOR BLM OFFICE USE ONLY

PART I CHEYENNE WYOMING

New Serial No.

Assignee's Name

TXO PRODUCTION CORP.

Address (include zip code)

Fidelity Union Tower  
Dallas, Texas 75201

I, the undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment

Assignment approved as to lands described below

TOWNSHIP 38 NORTH, RANGE 114 WEST

Section 26: SW/4  
Section 35: W/2

199015

Containing 480.00 acres M/L  
Sublette County, Wyoming

RECORDED December 19 1983 8:00 AM  
69 O & S PAGE 611  
600 Lais J Yab COUNTY CLERK  
SUBLETTA COUNTY, WYOMING  
Dorothy M. Shive

CERTIFIED

to be a true and comparative copy  
of the official records on file

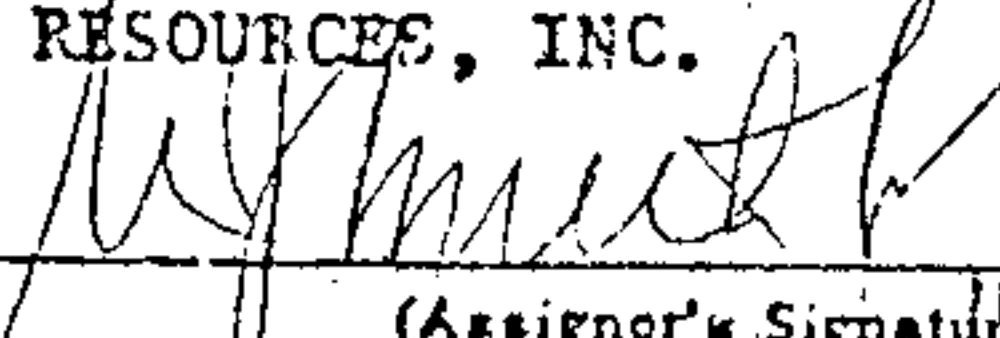
NOV 18 1983  
BUREAU OF LAND MANAGEMENT

Specify interest or percent of assignor's record title interest being conveyed to assignee	30% of 25%
Specify interest or percent of record title interest being retained by assignor, if any	70% of 25%
Specify overriding royalty being reserved by assignor	0
Specify overriding royalty previously reserved or conveyed, if any	4%

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.  
I agree that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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.

CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Witness my hand and seal this 1st day of September, 1983, but effective 7:00 o'clock A.M. July 29, 1983  
ERRA RESOURCES, INC.

By:   
(Assignor's Signature) J. SMITH, JR.  
VICE PRESIDENT - FINANCE

5416 South Yale Avenue  
(Assignor's Address)

WITNESSES:  
  
William H. Everett III

Tulsa Oklahoma 74135  
(City) (State) (Zip Code)

54 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

(D)

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.
3. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of Sept., 1983.  
TXO PRODUCTION CORP.

Ronald Chase  
DONALD CHASE (Assignee's Signature)  
SENIOR VICE-PRESIDENT

Fidelity Union Tower  
(Assignee's Address)

Dallas Texas 75201  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 TULSA } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On September 1, 1983, before me personally came the above named U. J. Smith, Jr. (who being by me duly sworn, did say that he is the Vice President of TERRA RESOURCES, INC.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: February 2, 1985

Greg M. Bennett  
Notary Public  
Residing at: Tulsa, Oklahoma

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

NOV 18 1983

BUREAU OF LAND MANAGEMENT

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.

070 837-889

2089-30300

UNITED STATES

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

612

613

95104

22<sup>00</sup>

Form 3110-2  
(January 1978)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS  
(Sec. 17 Noncompetitive Public Domain Lease)  
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name  
Street  
City  
State  
Zip Code

✓ **Homer E. Olsen**  
**4229 South Bellaire Circle**  
**Englewood, Colorado 80110**

**W 69882**

(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 38 N, R 114 W, 6th Prin Mer**  
**Sec 26: SW $\frac{1}{4}$**   
**35: W $\frac{1}{2}$**

**199024**

U. S. Geological Survey reports lands  
in lease were not within a known  
Geologic Structure on **AUG 4 1980**

RECORDED	<i>December 20 1983 8:00 PM</i>
BOOK <i>69 Dist</i>	PAGE <i>613</i>
<i>EES 322<sup>00</sup> Sandy Lake</i>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

*M Dorothy M. Shive*

Containing a total of **480.00**

acres

Annual Rental . . . . . **\$480.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: **SEP 1 1980**

THE UNITED STATES OF AMERICA

By *Norma M. Lane*  
(Signature of Signing Officer)

**Chief, Oil &  
Gas Section**

(Title)

**AUG 15 1980**

(Date)



**Sec. 1. Rights.** 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 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 provision 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 oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plats and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the

leased lands, and an account 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 product 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 or water; (3) damaging improvements owned by the United States or parties; or (4) destroying, damaging or removing fossils, or prehistoric ruins, or artifacts and upon any partial or

total relinquishment or the expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) **Deliver premises in cases of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

**Sec. 3. The lessor reserves:**

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

**Sec. 4. Drilling and producing restrictions.**—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

**Sec. 5. Surrender and termination of lease.**—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

**Sec. 6. Purchase of materials, etc., on termination of lease.**—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

**Sec. 7. Proceedings in case of default.**—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

**Sec. 8. Heirs and successors-in-interest.**—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

**Sec. 9. Unlawful interest.**—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C. relating to contracts, enter into and form a part of this lease as the same may be applicable.



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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or  
District Engineer (Address, include zip code)

Geological Survey  
P. O. Box 2859  
Casper, WY 82601

Management Agency (name)

REGIONAL FORESTER  
U.S. FOREST SERVICE  
FOREST SERVICE BUILDING  
OGDEN, UT 84400

Address (include zip code)

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

- (a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;
- (b) Types of vehicles that may be used and areas in which they may be used; and
- (c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

(1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures):

(2) implementation of alternative bidding systems authorized for the award of Federal leases;

(3) establishment of diligence requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);

(4) setting rates of production for Federal leases; and

(5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.

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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 well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

\* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as

amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483-485); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y-16, Note).

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

(5) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) To comply with all the rules and regulations of the Secretary 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

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who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(Signature of Lessee)

GPO 850-292



## SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

- (a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or
- (b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

- (a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.
- (b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.
- (c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.
- (d) Within 400 feet of any and all springs within the lease area.
- (e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.



JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5859), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

- (1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife or pollute streams.
- (2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S. Forest Service, Ogden, Utah, or their authorized representatives.
- (3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highway with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.
- (4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.
- (5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.
- (6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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### UNSTABLE SOILS SPECIAL STIPULATION

The lands within this leasehold contain unstable/highly erodible soils. Therefore, prior to entry onto the lands, the lessee (operator) will discuss the proposed activities jointly with the Area Oil and Gas Supervisor or his representative and the Forest Supervisor or his representative. Additional measures for the protection of the soils may be required. Such measures may include:

- a. No surface occupancy of selected areas;
- b. Restriction on surface entry during periods of excessive runoff;
- c. Special reclamation techniques;
- d. Special requirements for reserve pits and drilling fluid systems.

SPECIAL WILDLIFE HABITAT STIPULATION

The lease area contains critical habitat for certain wildlife species. Of paramount concern on this lease area are: **Moose**

Therefore, prior to entry onto the leasehold, the operator will jointly discuss the proposed activities with the Area Oil and Gas Supervisor or his representative, the Forest Supervisor or his representative, and the Wyoming Game and Fish Department. Additional measures may be required to protect the above species and habitat features; these include:

- a. No surface occupancy of selected areas.
- b. Restrictions on season of operation.
- c. Special reclamation techniques and/or requirements.
- d. Restrictions on rate of development and spacing and location of wells.
- e. Special road closure requirements.



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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management

Oil and Gas Lease WYOMINGSerial No. 69882

ASSIGNMENT OF UNITED STATES  
OIL AND GAS LEASE

THIS AGREEMENT, dated the 29th day of October, 19 79, by and betweenHOMER E. OLSEN, whose address is 4229 S. Bellaire Circle,Englewood, Colorado 80110hereinafter called "Assignor," and CHEVRON U.S.A. INC.hereinafter called "Assignee," whose address is P.O. Box 399, Denver, CO 80201

WITNESSETH:

SEP 1 1980

WHEREAS, pursuant to an offer filed with the Bureau of Land Management, there was issued under date of \_\_\_\_\_, a United States Oil and Gas Lease now bearing the above serial number and covering land in Sublette County, State of Wyoming including the following described land, hereinafter referred to as "said land":

199025

Township 38 North, Range 114 WestSection 26: SW $\frac{1}{4}$ Section 35: NW $\frac{1}{4}$ Containing 480.00 acres, more or less

RECORDED	<u>December 20 1983 8:00 AM</u>
IN BOOK	<u>69 Oct</u> PAGE <u>623</u>
FEE \$	<u>8.00</u> <u>Long Yak</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

and,

WHEREAS, Assignor desires to sell and assign, as hereinafter provided, to Assignee the above described lease insofar as said lease covers said land:

NOW THEREFORE:

In consideration of the sum of Ten and More Dollars (\$10.00 & More) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above described United States Oil and Gas Lease insofar as said lease covers said land, to have and to hold the same unto Assignee forever.

1. This Agreement shall cover and relate to any lease issued pursuant to the offer hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under an Act of Congress heretofore or hereafter enacted. The term "said lease" as hereafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to cancellation or termination for any cause, and is not subject to any prior sale, option, assignment, operating agreement, royalty, rental, financial burden restriction, condition or obligation of any kind or character other than those set forth in Paragraph 6 or imposed by the United States Government by law, regulation, or the term of such lease, and in addition thereto Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of either such cancellation or termination or any claims or rights asserted by, through, or under the Assignor; provided, however, the liability of Assignor shall not be greater than the consideration paid by Assignee for this assignment and any option heretofore in effect as to said land between the parties hereto.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under this Paragraph 4 shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

5. If the authority having the power to grant approval shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said authority.

6. (A) Assignee hereby agrees to account for and pay to Assignor, (as an overriding royalty) on or before the 20th day of each month, on the sale value or net proceeds received by Assignee from oil and gas produced from said land, or, in the event said land or a portion thereof is included in any co-operative or unit, communitization, or other production or development plan, from oil and gas allocated to said land or to a portion thereof under said plan:

1. A sum representing the "sale value" as hereinafter defined of 4 % of all oil produced from, or allocated to, said land or to a portion thereof, and saved and marketed during the preceding calendar month; and
2. A sum representing 4 % of the net proceeds received by Assignee from the sale of all gas produced from, or allocated to, said land or to a portion thereof and saved and marketed during the preceding calendar month;

provided, that no such payments shall be made or shall accrue upon any oil or gas used for operating, developing, or production purposes upon said land or any land included therewith in any co-operative or unit, communization, or other production or development plan, or unavoidably lost, and no sums shall be payable upon gas used for recycling or repressuring operations benefiting said land. In the event Assignee shall elect to pay compensatory royalties to the United States in lieu of drilling, Assignee agrees to pay and Assignor agrees to accept payment for Assignor's share of the sale value of oil and the fair market value at the well of gas computed on the same amount of oil and gas as that on which compensatory royalty to the United States is paid. The term "sale value" as applied to oil under the provisions hereof shall mean: (a) the price for which Assignee sells Assignee's oil produced from the same field, less any costs of marketing such oil as crude, including costs of handling, transportation to point of sale, treating unmerchantable oil to render it merchantable as crude and other applicable costs; or (b) in the event that Assignee does not sell such oil as crude, the fair market value, prevailing in the field where such oil is produced, for oil of like character, gravity, and quality. Assignor agrees to pay or to reimburse Assignee for a percentage of any and all taxes levied upon the mineral rights in said land and upon the severance or production or sale of oil and gas extracted therefrom, equivalent to Assignor's percentage of the sale value and net proceeds, as above set forth.

The undersigned agree that the obligation to pay any overriding royalties or other payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

(B) Assignor hereby excepts overriding royalties previously reserved by instruments reflecting same which are of record either in the county in which the assigned lands are situated or in the appropriate office of the Bureau of Land Management, which overriding royalties amount to -0- % and which shall not reduce any payment due Assignor pursuant to (A) above.

(C) Any overriding royalty reserved or sold from said lease by Assignor or a predecessor in title in addition to the overriding royalties set forth above in (A) or (B) shall be computed as a part of and deducted from the 4 % overriding royalty referred to above in (A).

7. In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under paragraph 6.(A), insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty to be paid to Assignor pursuant to paragraph 6.(A).

8. No change of ownership in the interests of Assignor hereunder shall be binding on Assignee until after notice thereof to Assignee and Assignee has been furnished with the written transfer or assignment, or a certified copy thereof, and such change of ownership shall have received any approval required under any applicable law or regulation.

9. No implied covenants shall be read into this agreement requiring Assignee to drill or to continue drilling upon said land, or fixing the measure of diligence therefor. Nothing herein contained shall be deemed to obligate Assignee to produce, sell or otherwise dispose of oil or gas from said land.

10. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions of provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain in full force and effect as so modified.

11. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Homer E. Olsen  
Homer E. Olsen

Assignor SS# 470-34-1343

Dianne C. Olsen  
Dianne C. Olsen

Spouse of Assignor SS# 477-38-4371

STATE OF Colorado

COUNTY OF Denver

ss.

On this 3rd day of January, 19 80, before me, the undersigned, a Notary Public in and for said

HOMER E. OLSEN and DIANNE C. OLSEN  
county, personally appeared

\_\_\_\_\_, known to me 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 purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires 1/3/83

Bonita J. Boex  
Notary Public, Signature

600 South Cherry Street

Address of Notary  
Denver, Colorado 80222

My Commission Expires Jan. 3, 1983

Bonita J. Boex  
Notary: Print, Type or Stamp Name



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REQUEST FOR APPROVAL OF ASSIGNMENT

**Chevron U.S.A., Inc.**, Assignee herein, accepts and hereby requests approval of the foregoing Assignment Agreement and certifies as follows:

1. Assignee is a California corporation whose qualifications to hold United States Oil and Gas Leases are on file with the Bureau of Land Management, Washington, D.C., under Serial B.L.M. 066100.
2. 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 State in which the lands subject hereto are located.
3. Assignee ~~is~~ <sup>not</sup> the sole party in interest in this assignment.
4. A filing fee in the amount of \$10.00 is remitted herewith.

The Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief.

Executed this 10 day of January, 19 80.

\* **PARTIES IN INTEREST**

Rainbow Resources, Inc.  
Terra Resources, Inc.  
Barber Oil Exploration, Inc.  
Rainbow Resources, Inc. Exploration  
Partnership, 1976  
Chevron U.S.A. Inc.

Chevron U.S.A. Inc.

By L. G. Livermore  
Assistant Secretary

STATE OF COLORADO  
COUNTY OF ARAPAHOE

ss.

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared L. G. LIVERMORE

\_\_\_\_\_ to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A., Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 10<sup>th</sup> day of

January, 19 80

My commission expires

My commission expires Jan. 8, 1983

Emma L. Curtis  
Notary Public

Assignment approved effective:

Date

THE UNITED STATES OF AMERICA

By

Signing Officer

Title

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

SEP 1 1980

Assignment approved effective

By Glenn M. Bane  
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

OCT 27 1980

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form. Claimant.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FILE  
D.E.I.

WY-7391

LEASE FOR OIL AND GAS  
(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

Name **Alan Roman**  
Street **P. O. Box 1527**  
City **Cheyenne, Wyoming**  
State **82001**  
ZIP Code

W 14189  
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: **Parcel No. 404**

**T. 38 N., R. 114 W., 6th Prin. Mer., Wyoming**  
**Sec. 27: E $\frac{1}{2}$**   
**Sec. 34: E $\frac{1}{2}$**

**Sublette Co.**

199026

RECORDED December 20 1983 8:00 AM  
IN BOOK 69 D-8 PAGE 626  
FEES \$ 12.00 Land, 1.00 COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Stine*

Containing a total of **640.00** acres Annual Rental. . . . \$ **320.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: **AUG 1 1968**

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.

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

THE UNITED STATES OF AMERICA

By *William W. Schmalzer*  
(Signature of Signing Officer)

**ACTING ASSISTANT MANAGER, OIL AND GAS**  
(Title)

**JULY 31 1968**

(Date)

FOR CLAIMANT



# LEASE TERMS

**Section 1. Rights of lessee.**—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telephone or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

**Sec. 2. The lessee agrees:**

(a) **Bonds.**—To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$2 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amounts or value of production removed or sold from the 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.**—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plans and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed

and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) **Taxes and wages, freedom of purchase.**—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) **Equal Opportunity clause.**—During the performance of this contract the lessee agrees as follows:

(1) 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) **Retained 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.**—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 owner, 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.

(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 of rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof 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 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.C., 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

In reply refer to:

FILE  
D.E.T.

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5859), which specifies the general conditions under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife values or pollute streams.

(2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon any partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S. Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that



revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any lands within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:

(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

W 14189

FILE  
D.E.T.

## SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provided for restoration of the surface.

SIGNATURE

DATE

No. 96 - 6856

SEE INSTRUCTIONS  
ON REVERSE

14189

I HEREBY OFFER to lease for oil and gas  
the following identified parcel of land:

3. Parcel Number

404

4. State

Wyoming

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5.

(Signature of Applicant)

JUN 20 1968

(Date)

6.

(Address, include zip code)

DO NOT DETACH



ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE  
PART I

LAND OFFICE USE ONLY

New Serial No.

1. RAINBOW RESOURCES, INC.  
10 Lakeside Lane, Suite 308  
4704 Marlan Street  
Denver, Colorado 80212

199027

RECORDED December 20 1983 8:00 PM  
OK 69 048 PAGE 631  
FEES \$ 6.00 Land Yak COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
Dorothy M. Stone

The undersigned, as owner of 12.5% percent of record title of the above-designated oil and gas lease issued effective (date) 08-01-68, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 38 North, Range 114 West  
Section 27: E $\frac{1}{2}$   
Section 34: E $\frac{1}{2}$

Containing 640 acres more or less, Sublette County, Wyoming.

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of May, 1979

ATTEST:

J. E. Brown  
(Assignor's Signature)  
Assistant Secretary

TEXASGULF, INC.

BY: Frank R. Moulton, Jr.  
(Assignor's Address)  
Frank R. Moulton, Jr., Vice President

1100 Milam Building  
Houston, Texas 77002  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUL 1 1979

By David N. Anthony  
(Authorized Officer)

ACTING Chief, Oil &  
Gas Section

SEP 5 1979

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

CLIFF PROSPECT

1979



## 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

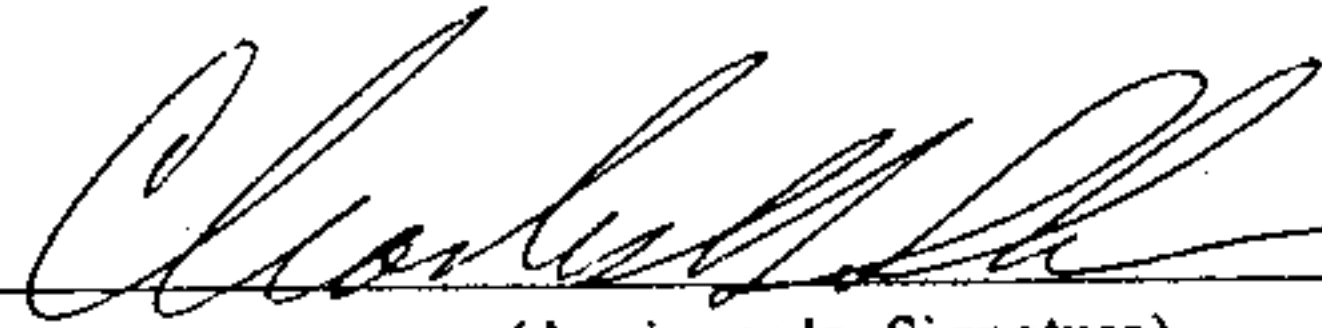
B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

*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 19<sup>th</sup> day of June, 1979

RAINBOW RESOURCES, INC.



(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane

4704 Harlan St.

Denver, Colorado 80212

(Address, include zip code)

United States any false, fictitious, or fraudulent statements or representations as to any matter herein.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado  
Utah, Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires \_\_\_\_\_ Notary Public

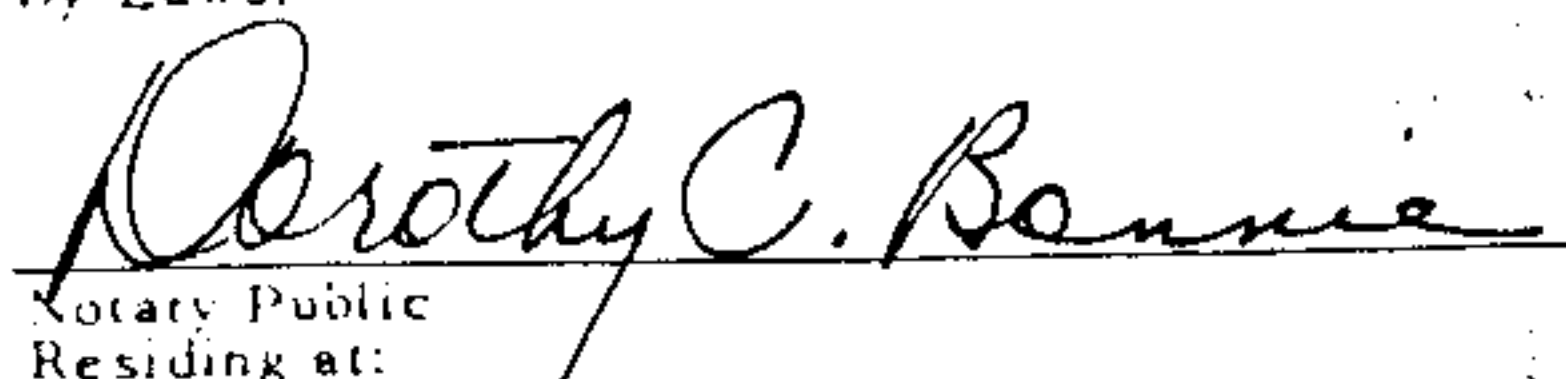
STATE OF TEXAS }  
COUNTY OF HARRIS } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,  
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On May 1, 1979, before me personally came the above named Frank R. Houston, Jr. (who being by me duly sworn, did say that he is the Vice

President of Texasgulf, Inc. a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation, that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires 3-23-80


Notary Public  
Residing at:

DOROTHY C. BONNIE

Notary Public in and for Harris County, Texas

My Commission Expires March 23, 1980

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 42-R1594

Serial No. W-14189

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE  
PART I

LAND OFFICE USE ONLY

New Serial No.

SEE ATTACHED RIDER

199028

RECORDED December 20, 1983 8:00 P.M.  
BOOK 69 O & G. PAGE 633  
FEES \$15.00 Randy Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Thune*

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) August 1, 1968, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 38 North, Range 114 West  
Section 27: E $\frac{1}{2}$   
Section 34: E $\frac{1}{2}$

Containing 640.00 acres, more or less  
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 87.5%

4. What part of the record title interest is being retained by assignor(s)? 12.5%

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of June

1976

RAINBOW RESOURCES, INC.

ATTEST:

*Paul E. Anstang*  
Assistant Secretary

*Charles A. Shear*  
Charles A. Shear, Vice-President  
#10 Lakeside Lane, 4704 Harlan Street  
Denver, Colorado 80212

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

RETURN THIS COPY TO:  
RAINBOW RESOURCES, INC.  
#10 Lakeside Lane  
4704 Harlan  
DENVER, COLORADO 80212

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective

OCT 1 1976

By

*William M. Duncanson*  
(Authorized Officer)

Chief, Oil &  
Gas Section

(Title)

NOV 4 1976

(Date)

NOTE: This form may be reproduced provided that copies are made in accordance with the provisions of 43 CFR 3106.1-1. Reproductions on one sheet of both sides of this official form are prohibited.

CLIFF CREEK AREA

WY

CLAIMANT



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years
2. Assignee is a citizen of the
3. Assignee is ☐ Individual
4. Assignee is the sole party  
assignment must be furnished
5. Filing fee of \$10 is attached
6. Assignee's interests, direct or indirect, chargeable acres in oil and gas in each leasing district

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, - 25.0%  
a partnership  
305 Goodstein Building  
Casper, Wyoming 82601

FARMLAND INTERNATIONAL ENERGY COMPANY - 25.0%  
1212 First City East Building  
Houston, Texas 77002

BARBER OIL EXPLORATION, INC. - 12.5%  
2627 Tenneco Building  
Houston, Texas 77002

TEXASGULF, INC. - 12.5%  
1100 Milam Building, Suite 3000  
Houston, Texas 77002

G S OIL & GAS CO. (1976),  
a partnership  
55 Broad Street  
New York, New York 10004

Executed this \_\_\_\_\_ day of \_\_\_\_\_

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO  
COUNTY OF Jefferson

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,  
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On June 22nd, 1976, before me personally came the above named Charles A. Shear  
(who being by me duly sworn, did say that he is the Vice-President  
Rainbow Resources, Inc.

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 Vice-President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: March 31, 1980

Penny M. McIver  
Notary Public  
Residing at: Denver, Colorado

## GENERAL INSTRUCTIONS

1. Use of form - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. Filing and number of copies - File three (3) completed and manually signed copies in appropriate land office. A \$10 non-refundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. Effective date of assignment - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. Overriding royalties or payments out of production - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. Effect of Assignment - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned

interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, except in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS  
(Items not specified are self-explanatory)

## PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

## PART II

## A. Certification of assignee

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by assignee 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 the 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.



## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Partnership
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in 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.

Partnership Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

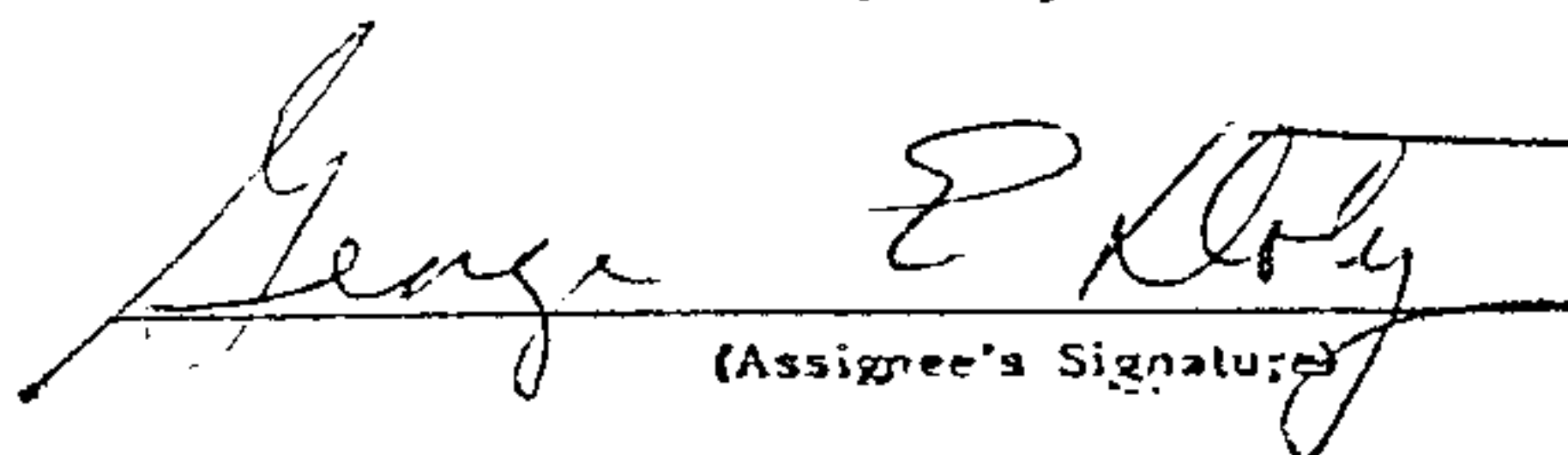
C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of

, 1976

SEP 20 1976

G S OIL &amp; GAS CO. (1976)

  
(Assignee's Signature)

55 Broad Street  
New York, New York 10004

Original Assignee's Request for Approval of Assignment for G S Oil & Gas Co. (1976) attached to W-4982 for the following:

W-37594	W-14661	W-31939	W-39831-KGS
W-39832-KGS	W-15756	W-41394	W-39830-KGS
W-44448-KGS	W-12573	W-45868	W-39829-KGS
W-51626	W-12574	W-45872	W-47224-KGS
W-54091	W-14189	W-45875	W-47221
W-30986	W-21431	W-45870	
W-28612	W-39388	W-45873	
W-33267	W-31576	W-38943	
W-49469	W-39389	W-46998	
W-35646	W-16859-A	W-45254	
W-42560	W-16858-A	W-47003	
W-37044	W-30072-A	W-45862	
W-33246	W-21431	W-12113	
W-22796	W-25368	W-12571	
W-36124	W-41397	W-20133	
W-22420	W-21430	W-20140	
W-35126	W-15358	W-12574-A	
W-5217	W-15359	W-12573-A	
W-10843	W-22103	W-15349	
W-30138	W-22102	W-35977	
W-43965	W-26868	W-14662	
W-46394	W-25354	W-12572	
W-52538	W-34489	W-12571-A	
W-20136	W-34488	W-13452	
W-24950	W-38938	W-12570	
W-12569	W-31988	W-24947	
W-33103	W-47222	W-12347	
W-3416	W-26162	W-34623	
W-22100	W-30064	W-21426	
W-23304	W-35975	W-30065	
W-47017	W-17211	W-22098	
W-40537	W-45858	W-44402	
W-15345-A	W-55143	W-15755	
W-31577	W-55659	W-45857	
W-20137	W-35976	W-45256	
W-45257	W-12562	W-35985	
W-45869	W-14188	W-33565	
W-33112	W-22096	W-16165	
688	W-16678	W-10070	

## A ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Partnership
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in 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 245,030 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Partnership. Qualifications filed in W-56943

- B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
- This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.
- C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.


Executed this 20th day of September, 1976

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976

BY: RAINBOW RESOURCES, INC.

(Assignee's Signature)

A General Partner

  
 Charles A. Shear, Vice President  
 305 Goodstein Building  
 Casper, Wyoming 82601

(Address, include zip code)

Original Assignee's Request For Approval of Assignment for Rainbow Resources, Inc. Exploration Partnership, 1976 attached to W-4982 for the following leases:

W-37594	W-14661	W-31989	W-39831-KGS
W-39832-KGS	W-15756	W-41394	W-39830-KGS
W-44448-KGS	W-12573	W-45868	W-39829-KGS
W-51626	W-12574	W-45872	W-47224-KGS
W-54091	W-14189	W-45875	W-47221
W-30986	W-21431	W-45870	
W-28612	W-39388	W-45873	
W-33267	W-31576	W-38943	
W-49469	W-39389	W-46998	
W-35646	W-16859-A	W-45254	
W-42560	W-16858-A	W-47003	
W-37044	W-30072-A	W-45862	
W-33246	W-21431	W-12113	
W-22796	W-25368	W-12571	
W-36124	W-41397	W-20138	
W-22420	W-21430	W-20140	
W-35126	W-15358	W-12574-A	
W-5217	W-15359	W-12573-A	
W-10843	W-22103	W-15349	
W-30138	W-22102	W-35977	
W-43965	W-26868	W-14662	
W-46394	W-25354	W-12572	
W-52538	W-34489	W-12571-A	
W-20136	W-34488	W-13452	
W-24950	W-38938	W-12570	
W-12569	W-31988	W-24947	
W-33103	W-47222	W-12847	
W-3416	W-18102	W-34623	
W-22100	W-30064	W-21426	
W-23304	W-35975	W-30065	
W-47017	W-17211	W-22098	
W-40537	W-45858	W-44402	
W-15345-A	W-55143	W-15755	
W-31577	W-55659	W-45857	
W-20137	W-35976	W-45256	
W-45257	W-12562	W-35985	

W-45869  
 W-33112  
 W-0320688

W-14188  
 W-22096  
 W-16678

W-33565  
 W-16165  
 W-10070

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed  
in W-830

## B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

*This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.*

## C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this      day of      SEP 20 1976

, 1976

BARBER OIL EXPLORATION, INC.



(Assignee's Signature)

W. P. Goodson, Vice-President

2 1100 MILAM BUILDING — SUITE 2730  
1 HOUSTON, TEXAS 77002

Original Assignee's Request for Approval of Assignment for Barber Oil Exploration, Inc. attached to W-4982 for the following:

W-37594	W-14661	W-31989	W-39831-KGS
W-39832-KGS	W-15756	W-41394	W-39830-KGS
W-44448-KGS	W-12573	W-45868	W-39829-KGS
W-51626	W-12574	W-45872	W-47224-KGS
W-54091	W-14189	W-45875	W-47221
W-30986	W-21431	W-45870	
W-28612	W-39388	W-45873	
W-33267	W-31576	W-38943	
W-49469	W-39389	W-46998	
W-35646	W-16859-A	W-45254	
W-42560	W-16858-A	W-47003	
W-37044	W-30072-A	W-45862	
W-33246	W-21431	W-12113	
W-22796	W-25368	W-12571	
W-36124	W-41397	W-20133	
W-22420	W-21430	W-20140	
W-35126	W-15358	W-12574-A	
W-5217	W-15359	W-12573-A	
W-10843	W-22103	W-15349	
W-30138	W-22102	W-35977	
W-43965	W-26868	W-14662	
W-46394	W-25354	W-12572	
W-52538	W-34489	W-12571-A	
W-20136	W-34488	W-13452	
W-24950	W-38938	W-12570	
W-12569	W-31988	W-24947	
W-33103	W-47222	W-12347	
W-0416	W-26182	W-34623	
W-22100	W-30064	W-21426	
W-23304	W-35975	W-30065	
W-47017	W-17211	W-22098	
W-40537	W-45858	W-44402	
W-15345-A	W-55143	W-15755	
W-31577	W-55659	W-45857	
W-20137	W-35976	W-45256	
W-45257	W-12562	W-35985	

W-45869

W-14188

W-33565

W-

W-22096

W-16165

W-16678

W-10070



# 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 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.
- C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

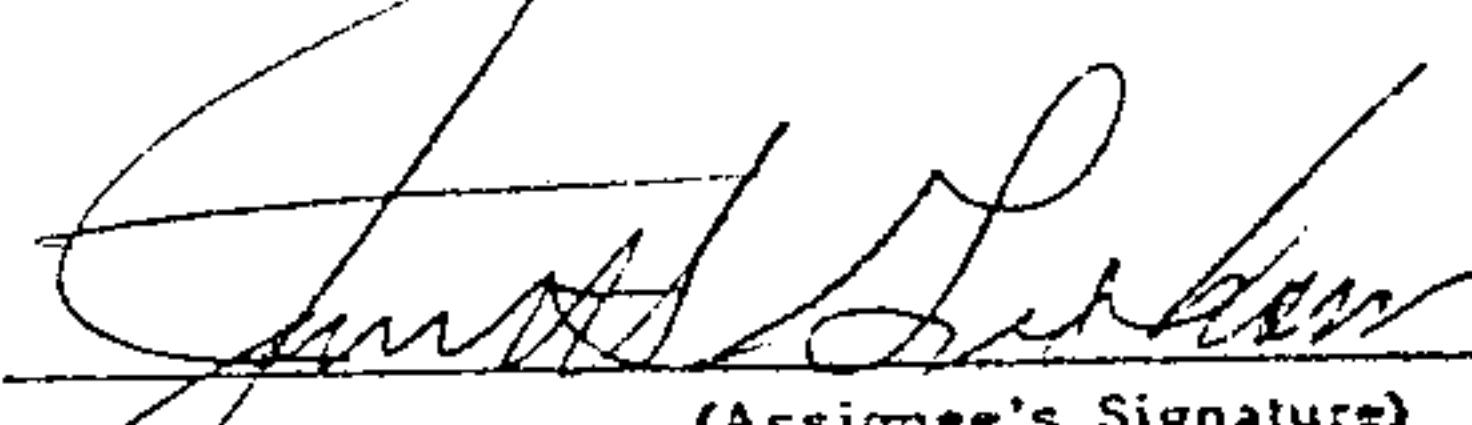
Executed this

day of

SEP 20 1976

, 19 76

FARMLAND INTERNATIONAL ENERGY COMPANY



(Assignee's Signature)

Jim H. Graham, Vice-President  
1212 First City East Building  
Houston, Texas 77002

Original Assignee's Request for Approval of Assignment for Farmland International Energy Company attached to W-4982 for the following:

W-37594	W-14661	W-31939	W-39831-KGS
W-39832-KGS	W-15756	W-41394	W-39830-KGS
W-44448-KGS	W-12573	W-45868	W-39829-KGS
W-51626	W-12574	W-45872	W-47224-KGS
W-54091	W-14189	W-45875	W-47221
W-30936	W-21431	W-45870	
W-23612	W-39388	W-45873	
W-33267	W-31576	W-38943	
W-49469	W-39389	W-46998	
W-35646	W-16859-A	W-45254	
W-42560	W-16858-A	W-47003	
W-37044	W-30072-A	W-45862	
W-33246	W-21431	W-12113	
W-22796	W-25368	W-12571	
W-36124	W-41397	W-20133	
W-22420	W-21430	W-20140	
W-35126	W-15358	W-12574-A	
W-5217	W-15359	W-12573-A	
W-10843	W-22103	W-15349	
W-30138	W-22102	W-35977	
W-43965	W-26868	W-14662	
W-46394	W-25354	W-12572	
W-52538	W-34489	W-12571-A	
W-20136	W-34488	W-13452	
W-24950	W-38938	W-12570	
W-12569	W-31988	W-24947	
W-33103	W-47222	W-12571	
W-3410	W-26102	W-34623	
W-22100	W-30064	W-21426	
W-23304	W-35975	W-30065	
W-47017	W-17211	W-22098	
W-40537	W-45858	W-44402	
W-15345-A	W-55143	W-15755	
W-31577	W-55659	W-45857	
W-20137	W-35976	W-45256	
W-45257	W-12562	W-35985	
W-45869	W-14188	W-33565	
W-33112	W-22096	W-16165	
W-0320688	W-16678	W-10070	

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE\*

Kilgore Creek Area

94735.5

Serial Number W-14189

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

8-1-68

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

A. G. Andrikopoulos, a single man  
P. O. Box 788  
Cheyenne, Wyoming 82001

Name  
Street  
City  
State  
Zip Code

199029

RECORDED December 20 1983 8:00 PM  
IN BOOK 69 D-8 PAGE 639  
FILED \$6.00 Loring Yake COUNTY CLERK  
SUBLETTE COUNTY MEDALE, WYOMING

Dorothy M. Shure

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

TOWNSHIP 38 NORTH, RANGE 114 WEST

Section 27: E/2

Section 34: E/2

and containing 640.00 acres, more or less  
in Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? ALL  
100% without Warranty  
3. What percentage of the assignor's interest is being conveyed to assignee? Express or Implied percent

- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions; specify percentage) NONE

- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

By: J. M. Roberts October 19 72

By:

Attorney-in-Fact

P. O. Box 2099

(Assignor's Address)

Houston, Texas 77001

EVIDENCE OF AUTHORITY OF ATTORNEY.  
IN-FACT IS FILED IN WYOMING 05707  
AND SUCH AUTHORITY IS STILL IN EFFECT.

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective DEC 1 1972

Date approved DEC 21 1972

By Edna L. Welsh  
(Authorized Officer)

\*Lease extended under 43 CFR 3128.5 to and including  
(date) \_\_\_\_\_

Acting Chief, Oil &  
Gas Section  
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

Claimant



REQUEST FOR APPROVAL OF ASSIGNMENT  
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 31st day of October, 19 72

  
(Assignee's Signature)

A. G. ANDRIKOPOULOS, a single man  
P. O. Box 788 - Cheyenne, Wyoming 82001

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office.

qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at

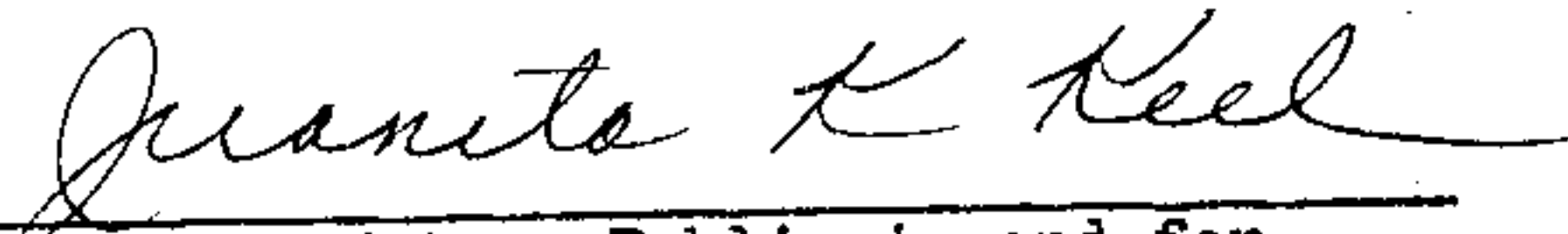
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared J. M. ROBERTS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Attorney-in-Fact for Shell Oil Company, a corporation, as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3 day of October, 19 72.

JUANITA K. KEEL  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973

  
Notary Public in and for  
Harris County, Texas

It is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to

timely payment of surface rentals and royalties, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial Number

W-14189

Effective Date of Base Lease

August 1, 1968

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title in the above-designated oil and gas lease, does hereby transfer and assign  
to: **RAINBOW RESOURCES**

(Name)

**515 Lakeside National Bank Building - Denver, Colorado 80212**

(Address)

the record title interest in and to such lease as specified below: **without warranty of title,  
either express or implied**

1. Lands affected by this assignment: **Sublette County, Wyoming  
Township 38 North, Range 114 West, 6th P.M.**

**Section 27: E $\frac{1}{2}$**

**Section 34: E $\frac{1}{2}$  Containing 640.00 acres, more or less**

If the Assignee, its successors or assigns, should, at any time, desire to relinquish said oil and gas lease as to all, or any portion, of the above described lands, Assignee, its successors or assigns, shall tender to Assignor only, and without additional burdens, a reassignment of said lease as to the lands sought to be relinquished to the Assignor (1) at least sixty (60) days prior to the time for the payment of the next annual rental under the terms of said lease or any extension or renewal thereof or (2) at least sixty (60) days prior to the expiration of said lease, in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within thirty (30) days from the time the same is tendered, failing in which, the Assignee, its successors or assigns, shall be free to surrender, or relinquish, said lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from all rentals and liability of whatsoever character subsequently accruing under said lease on account of the lands covered by said reassignment. In the event Assignee, its successors or assigns, shall fail to carry out the above provisions, or if it should for any reason fail to pay the annual rental, and the lease is thereby terminated or expires, Assignee, its successors or assigns, will pay to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal to the consideration paid by Assignee for said lease.

2. Interest of assignor in above-described lands **100%**
3. Extent of interest conveyed to assignee **100%**
4. Overriding royalty or production payments reserved herein to assignor (State percentage only) (See Item 4 of Instructions)

**Two and Three-Fourths Percent (2-3/4%) of One Hundred Percent (100%)**

5. Overriding royalties or production payments previously reserved (State percentage only) **One-Fourth of One Percent  
( $\frac{1}{4}$  of 1% of 100%)**

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 $\frac{1}{2}$  percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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 **22nd** day of **February**, 19 **73**.

199030

RECORDED	<i>December 20</i>	1983	8:00 P.M.
IN BOOK	<i>69</i>	PAGE	<i>641</i>
FEES	<i>\$6.00</i>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

*Lt. Dorothy M. Shure*

*A. G. Andrikopoulos*  
(Assignor's signature)  
**A. G. ANDRIKOPOULOS, a single man**  
**P. O. Box 788 - Cheyenne, Wyoming 82001**  
(Address)

**Social Security No.: 520-30-2123**

**SAME LAND DESCRIPTION AS ITEM 1**  
Assignment approved effective:

**JUN 1 1973**

(Date)

THE UNITED STATES OF AMERICA

By *Shirley M. Lane*  
Chief, Oil & Gas Section (Signing Officer)

(Title)

**MAY 18 1973**

Title 18 USC, sec. 1001 makes it a crime for any person knowingly and wilfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

Claimant

# REQUEST FOR APPROVAL OF ASSIGNMENT

8-13-73

The Assignee hereby requests approval of assignment and certifies as follows:

- Assignee is 21 years of age or over, and is a citizen of the United States: ☐ Native Born ☐ Naturalized
- Assignee is a corporation or other legal entity (specify kind) SOLE PROPRIETORSHIP
- Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.
- Assignee ☐ is ☐ is not the sole party in interest in this assignment. (If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)
- Amount remitted: Filing fee, \$10.

83001

and is qualified to take this assignment as shown by statements attached hereto: (See Item 2 of Instructions)

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this Assignment.

(Assignee's signature)

(Address)

STATE OF WYOMING  
COUNTY OF LARAMIE

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado  
Utah, Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of February, 1973, personally appeared A. G. ANDRIKOPOULOS a single man

and known to 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 July 15, 1975  
Laramie Wyoming  
My Commission Expires July 15, 1975

Estelle C. Haefer  
Notary Public

## INSTRUCTIONS

- Use of Form.** This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.
- Qualifications of Assignees.** Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil

- and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).
- Statement of interests.** Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party to this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties; (b) the nature of the agreement between them, if oral; and, (c) a copy of any written agreement. Any such statement must be signed by all

interested parties and include information as to citizenship, and acreage holdings of each interested party.

- Overriding Royalties or Payments out of Production.** Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.
- Effect of Assignment.** Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140-192.145 relate to assignments of such leases or interests therein.



643  
**ROYALTY ASSIGNMENT**

This assignment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between MARSH W. NOTTINGHAM  
of 1905 Sherman St., Suite 1050, Denver, Colorado 80203  
herein referred to as Assignor, (whether one or more) and EVELYN L. NOTTINGHAM  
of 3127 Owens Court, Lakewood, Colorado 80215  
hereinafter referred to as Assignee, (whether one or more).

**WITNESSETH:**

The undersigned assignor for and in the consideration of the sum of \$10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to 2.5% of 8/8ths

of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

Township 31 North, Range 105 West of the 6th P.M.  
Section 22: All  
Section 26: All  
Section 27: All  
Containing total of 1,920.00 acres, more or less

**199032**

RECORDED	<u>December 20</u>	<u>1983</u>	<u>1:00P</u>	M
IN BOOK	<u>69</u>	<u>Dist</u>	PAGE	<u>643</u>
FEE \$	<u>4.00</u>	<u>Lisa J. Yahr</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

*Dorothy M. Lurie*

under the terms of that certain oil and gas lease made and entered into by and between THE UNITED STATES OF AMERICA as lessor, and Marsh W. Nottingham as lessee, dated 10/1/81 and bearing Number W-72812 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. IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written. effective, however, for all purposes as of August 1, 1983 @ 7:00 A.M.

*Marsh W. Nottingham*  
Marsh W. Nottingham

STATE OF Colorado } ss.  
COUNTY OF Denver

On this 20 day of November, 1983, before me personally appeared Marsh W. Nottingham

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.  
Witness my hand and seal the day and year last above written.

My Commission expires: 9-28-87

*Margaret Mellecker*  
1905 Sherman Notary Public  
Suite 1000  
Denver, CO 80203



199073

RECORDED <u>December 21, 1983</u> <u>8:00 P.M.</u>
IN BOOK <u>69 Oct</u> PAGE <u>643A</u>
FEES \$ <u>8.00</u> <u>County Clerk</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY by Dorothy M. Sture

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 any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.
6. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 6<sup>th</sup> day of December, 1983.

ATTEST:

Assistant Secretary

ENERGETICS OPERATING COMPANY

By:

Gene W. Anderson, Vice President-Land

#13663

643A

265

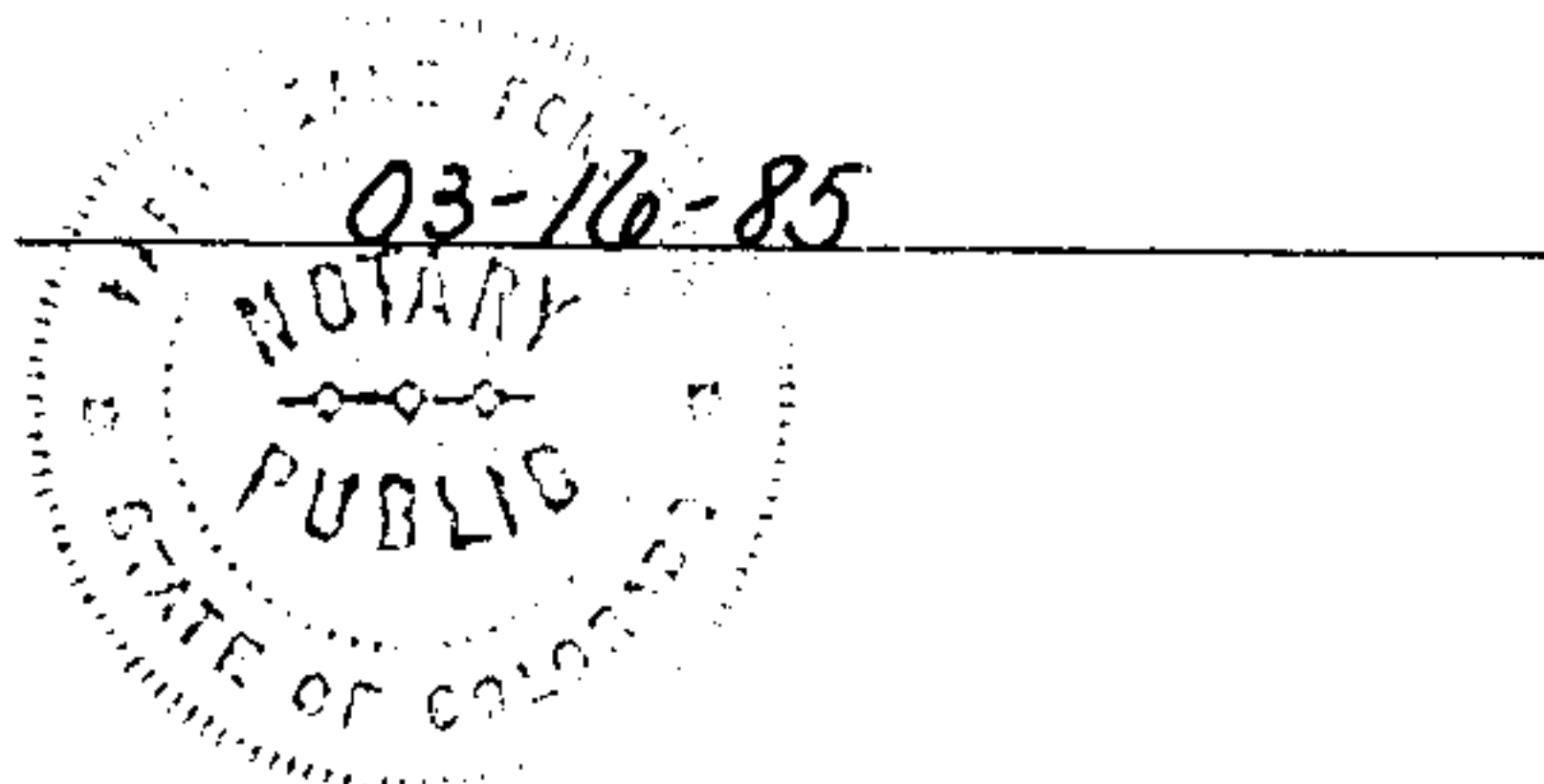
STATE OF COLORADO     )  
                                  )  
COUNTY OF ARAPAHOE    )

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 6th day of December, 1983.

My Commission Expires

Mary Diane Fonseca  
Notary Public



Attached to and made a part of that certain Assignment of Overriding Royalty dated this 1<sup>st</sup> day of December, 1983, covering lands in Sublette County, Wyoming.

<u>LEASE NO.</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>DESCRIPTION</u>
13663	W-67178	Phyllis Hanson	April 1, 1979	Township 27 North, Range 112 West, 6th P.M. Section 1: Lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ Containing 160.30 acres, more or less

This Assignment of Overriding Royalty Interest is made on Federal Lease W-67178 only insofar as the lands herein described.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

W1-050  
Hanson Federal #20-1

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.  
W-67178  
Lease effective date  
April 1, 1979

PART I

1. Assignee's Name  
Encore Exploration 1981-LC, L.P. Bird Canyon 1982 - L.P.  
(Tract I 52.500%; Tract II 26.250%) (Tract I 28.66%; Tract II 14.300%)  
Address (include zip code)  
707 Westchester Avenue 707 Westchester Avenue  
White Plains, New York 10604 White Plains, New York 10604

The undersigned, as owner of Tr. I - 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)

Township 27 North, Range 112 West, 6th P.M.

Tract I - Section 1: Lots 1,2, S $\frac{1}{2}$ NE $\frac{1}{4}$   
Tract II - Section 1: Lots 3,4, S $\frac{1}{2}$ NW $\frac{1}{4}$   
Containing 320.40 acres, more or less in  
Sublette County, Wyoming.

From the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal #20-1 well, located in the NE $\frac{1}{4}$  of Section 1, T27N, R112W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 15, 1982 by and between Dome 1980 Institutional Investors, Ltd., TCPL Resources USA Ltd. and Energetics, Inc.

199074

RECORDED December 21, 1983 8:00 AM  
IN BOOK 69 DEED PAGE 646  
FELS \$6.25 LAING YARD COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

4 Dorothy M. Shure

3. Specify interest or percent of operating rights being conveyed to assignee  
4. Specify interest or percent of operating rights being retained by assignor  
5. Specify overriding royalty interest being reserved by assignor  
6. Specify overriding royalty previously reserved or conveyed, if any  
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Tract I	81.100%
Tract II	40.550%
Tract I	18.900%
Tract II	9.450%
Tract I	None
Tract II	None
Tract I	10.000% of 8/8ths
Tract II	6.000% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 7th day of December, 1983  
ENERGETICS OPERATING COMPANY

By: Gene W. Anderson, Vice President - Land

116 Inverness Drive East  
(Assignor's Address)

TEST: Lou Switzer, 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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By: (Authorized Officer)

#13663

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

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 \_\_\_\_\_ day of \_\_\_\_\_, 1983 .

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

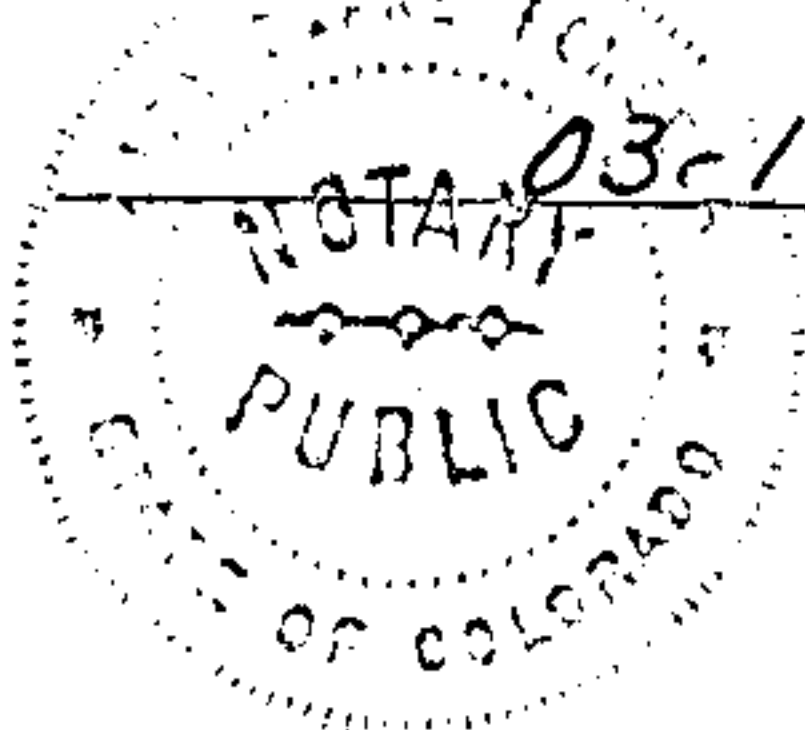
INSTRUCTIONS

STATE OF COLORADO )  
 )  
COUNTY OF ARAPAHOE ) SS.

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 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.

1983. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of December.

MY COMMISSION EXPIRES:



Mary Diane Fonseca  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:  
This information is being collected pursuant to the law (43 CFR 3106-3(c)).  
This information will be used to create a record of lease assignment.  
Response to this request is required to obtain a benefit.



139075

ASSIGNMENT OF OVERRIDING ROYALTY

RECORDED *December 21, 1981 8:00 AM*  
IN BOOK *69 D-11* PAGE *648*  
FEES *8.00* *Rainey* COUNTY CLERK  
SUBLETTE COUNTY CLERK

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 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. This Assignment of Overriding Royalty is expressly made subject to all the terms, conditions and provisions of that certain Farmout Agreement dated August 15, 1982 by and between Dome 1980 Institutional Investors Ltd., TCLP Resources, U.S.A. Ltd. and Energetics, Inc. If said agreement provides for any reversionary interests then the following shall occur:

- (a) The overriding royalty herein transferred shall increase to 2% of 8/8ths in the event the burdens on the leases described in Exhibit "A" decrease to twenty percent (20%) or less, not including the override being assigned herein, as a result of any reversions pursuant to said agreement.
- (b) The overriding royalty herein transferred shall proportionately increase or decrease, in accordance with Paragraph 5 hereof, along with any change in the working interest of Assignor, its successors and assigns.

2. 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.

3. 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.

4. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

5. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor, its successors and assigns, 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.

6. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.



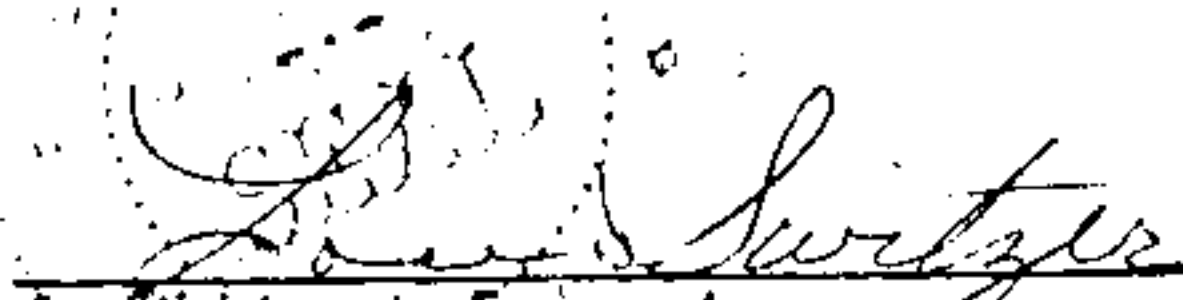
7. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

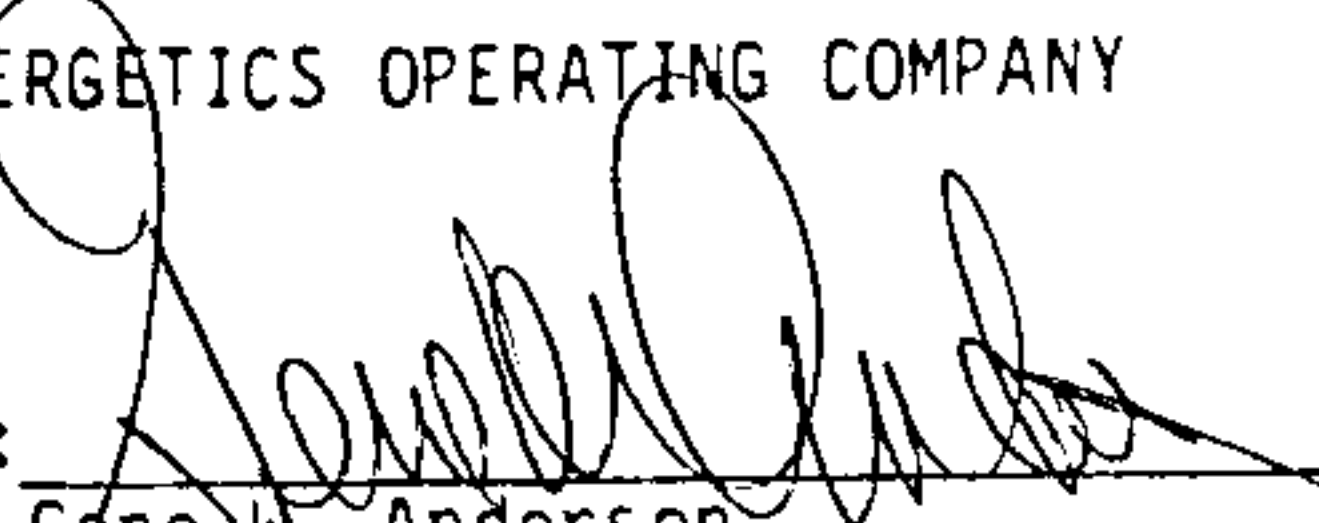
EXECUTED THIS 8<sup>th</sup> day of December, 1983, effective date of first production of the Hanson Federal #20-1.

ATTEST:

ENERGETICS OPERATING COMPANY

  
Assistant Secretary

By:

  
Gene W. Anderson  
Vice President-Land

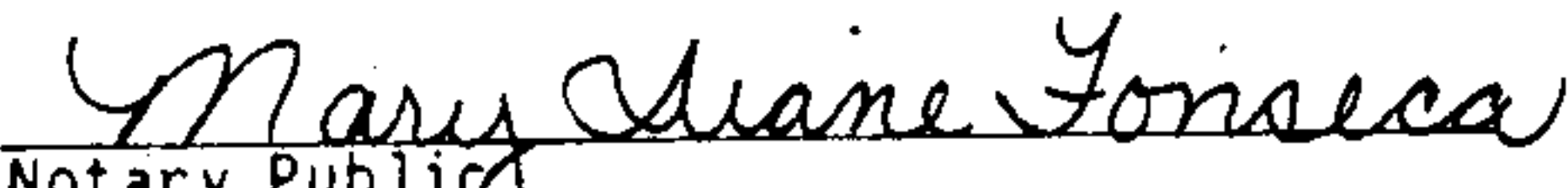
mlb

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 8<sup>th</sup> day of December, 1983.

My Commission Expires

  
Notary Public

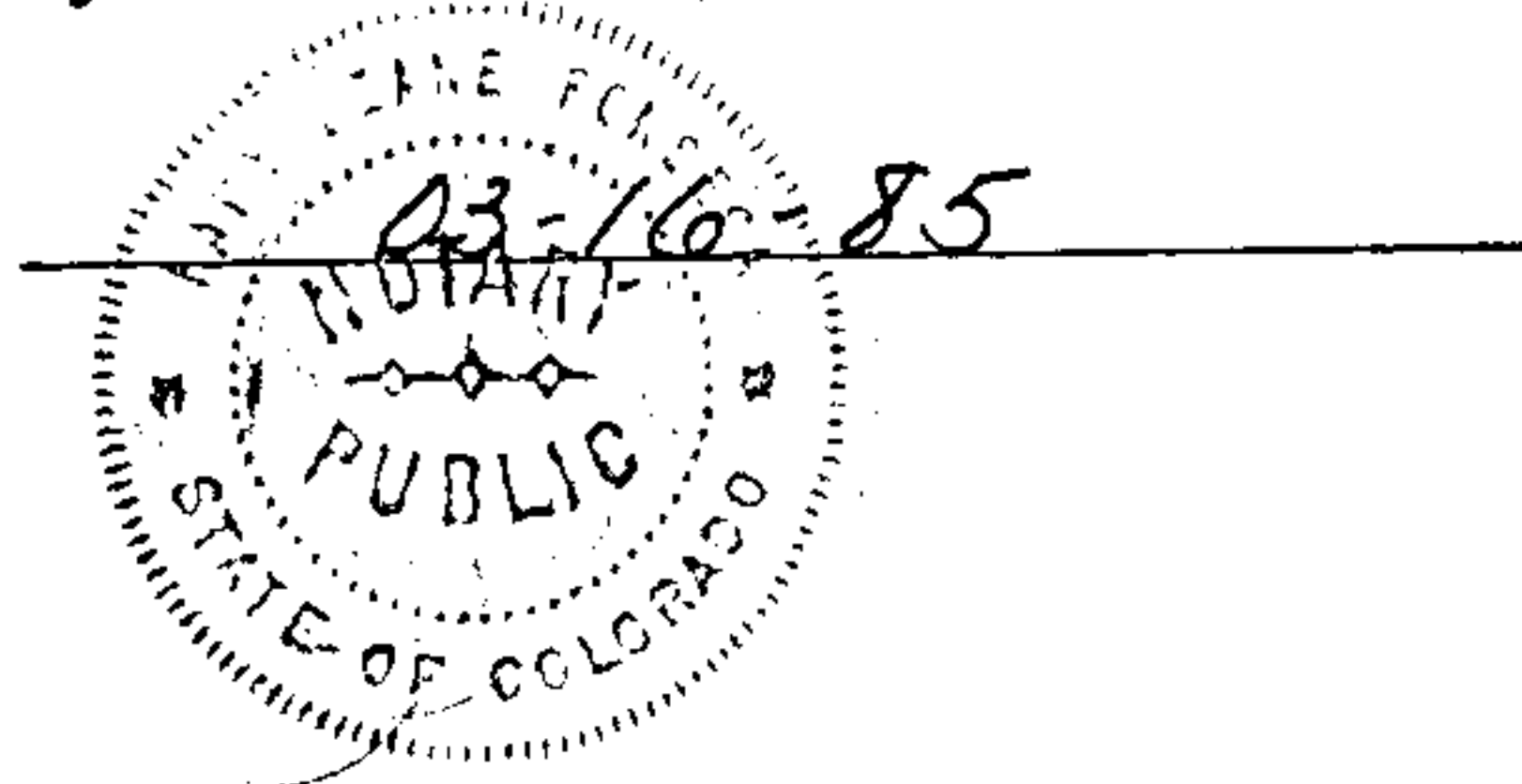


EXHIBIT "A"

Page of

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 8th day of December, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.

#13663

LESSOR

W-67178

LESSEE

Phyllis Hanson

LEASE DATE

April 1, 1979

DESCRIPTION

Township 27 N, Range 112W, 6th P.M.  
Section 1: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$   
Containing 160.06 acres, more or less.

BOOK

RECORDING

PAGE

This Assignment of Overriding Royalty Interest is made on Federal Lease W-67178 only insofar as the lands herein described.

650

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-67178

Lease effective date

April 1, 1979

PART I

1. Assignee's Name

SEE ATTACHED EXHIBIT "A"

Address (include zip code)

SEE ATTACHED EXHIBIT "A"

The undersigned, as owner of Tr. I 18.900%  
Tr. II 9.450%  
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)

Township 27 North, Range 112 West, 6th P.M.

Tract I - Section 1: Lots 1,2, S $\frac{1}{2}$ NE $\frac{1}{4}$

Tract II - Section 1: Lots 3,4, S $\frac{1}{2}$ NW $\frac{1}{4}$

Containing 320.40 acres, more or less in  
Sublette County, Wyoming.

From the surface of the earth to the stratigraphic equivalent of 10,300 feet as  
encountered in the Hanson Federal #20-1 well, located in the NE $\frac{1}{4}$  of Section 1,  
T27N-R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August  
15, 1982 by and between Dome 1980 Institutional Investors, Ltd., TCPL Resources  
USA Ltd., and Energetics, Inc.

199076

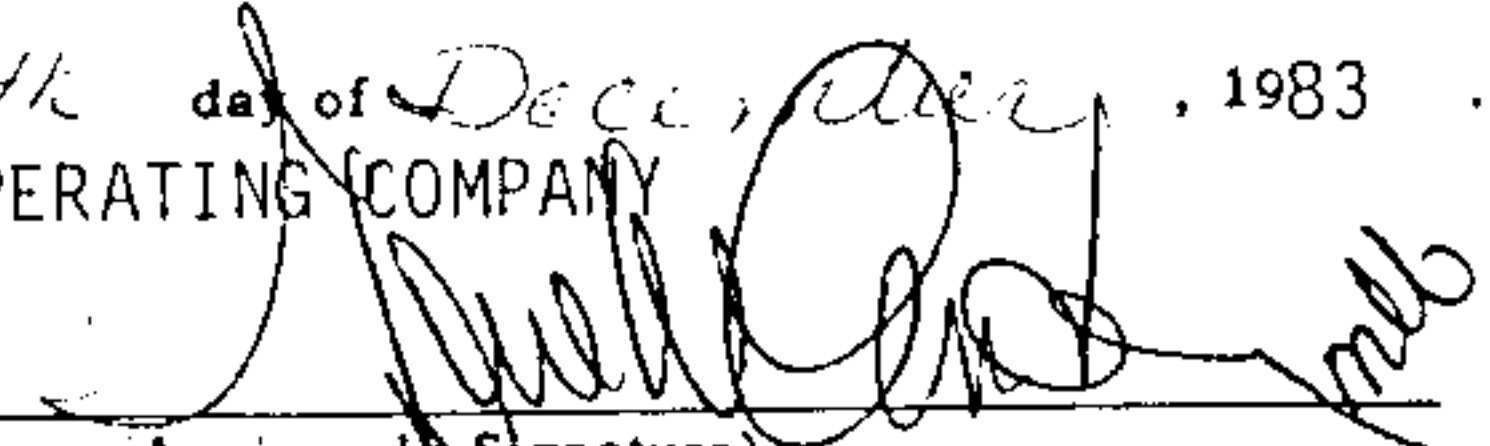
RECORDED December 21 1983 8:00 A.M.  
IN BOOK 69 DEEDS PAGE 651  
FEES \$ 7.25 LAIN J. YODER COUNTY CLERK  
SUBLETTE COUNTY, WYOMING  
M. D. McQuinn

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I	18.900%
	Tract II	9.450%
4. Specify interest or percent of operating rights being retained by assignor	Tract I	None
	Tract II	None
5. Specify overriding royalty interest being reserved by assignor	Tract I	None
	Tract II	None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract I	10.475% of 8/8th
	Tract II	6.000% of 8/8th
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 9th day of December, 1983  
ENERGETICS OPERATING COMPANY

By:   
(Assignor's Signature)

116 Inverness Drive East  
(Assignor's Address)

Gene W. Anderson, Vice President - Land

TEST:   
Lou Switzer, 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)

#13663

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

651

265



EXHIBIT "A"

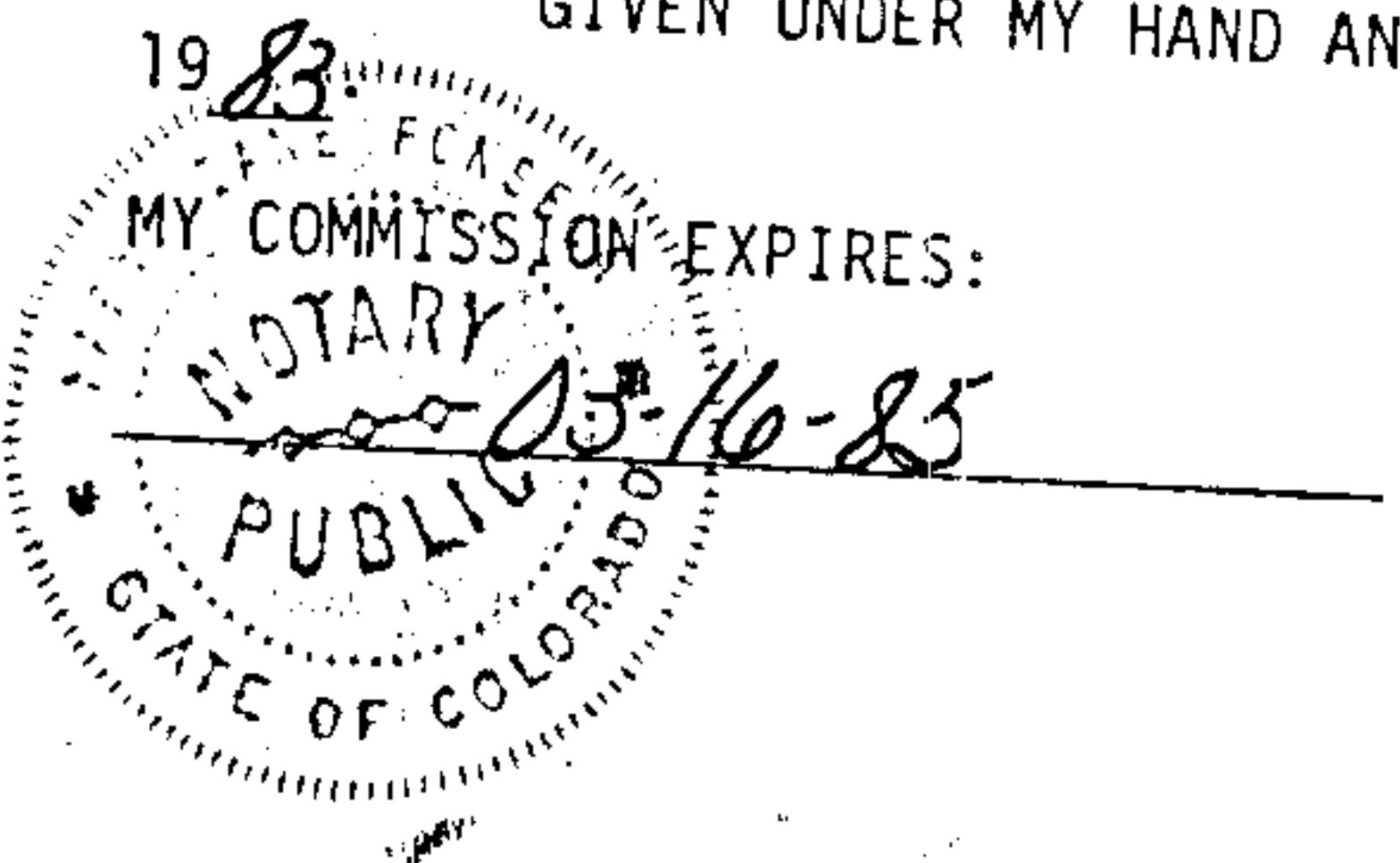
Attached to and made a part of that certain Assignment of Operating Rights dated 12-9, 1983, by and between Energetics Operating Company, Assignor and DPM, Inc., et al, Assignee.

	TRACT I	TRACT II
DPM, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	2.160%	1.080%
Agape Energy, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.160%
Lone Hill Development Co. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.160%
General Hydrocarbons 1982 X Oil & Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	2.900%	1.450%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.700%	1.850%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.500%	.750%

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) ss.

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 corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of December.



Mary Anne Fonseca  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

RECORDED December 1983 8:00A  
IN BOOK 69 PAGE 653  
FEES \$ 8.00 Lainy Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

WY-585  
Undeveloped

199077

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 any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.
6. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 6<sup>th</sup> day of December, 1983.

ATTEST:

Don Switzer  
Assistant Secretary

ENERGETICS OPERATING COMPANY

By: Gene W. Anderson mbb

Gene W. Anderson, Vice President-Land

STATE OF COLORADO     )  
                                      )  
COUNTY OF ARAPAHOE    )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson 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 6th day of December, 1983.

My Commission Expires

Mary Diane Fonseca  
Notary Public

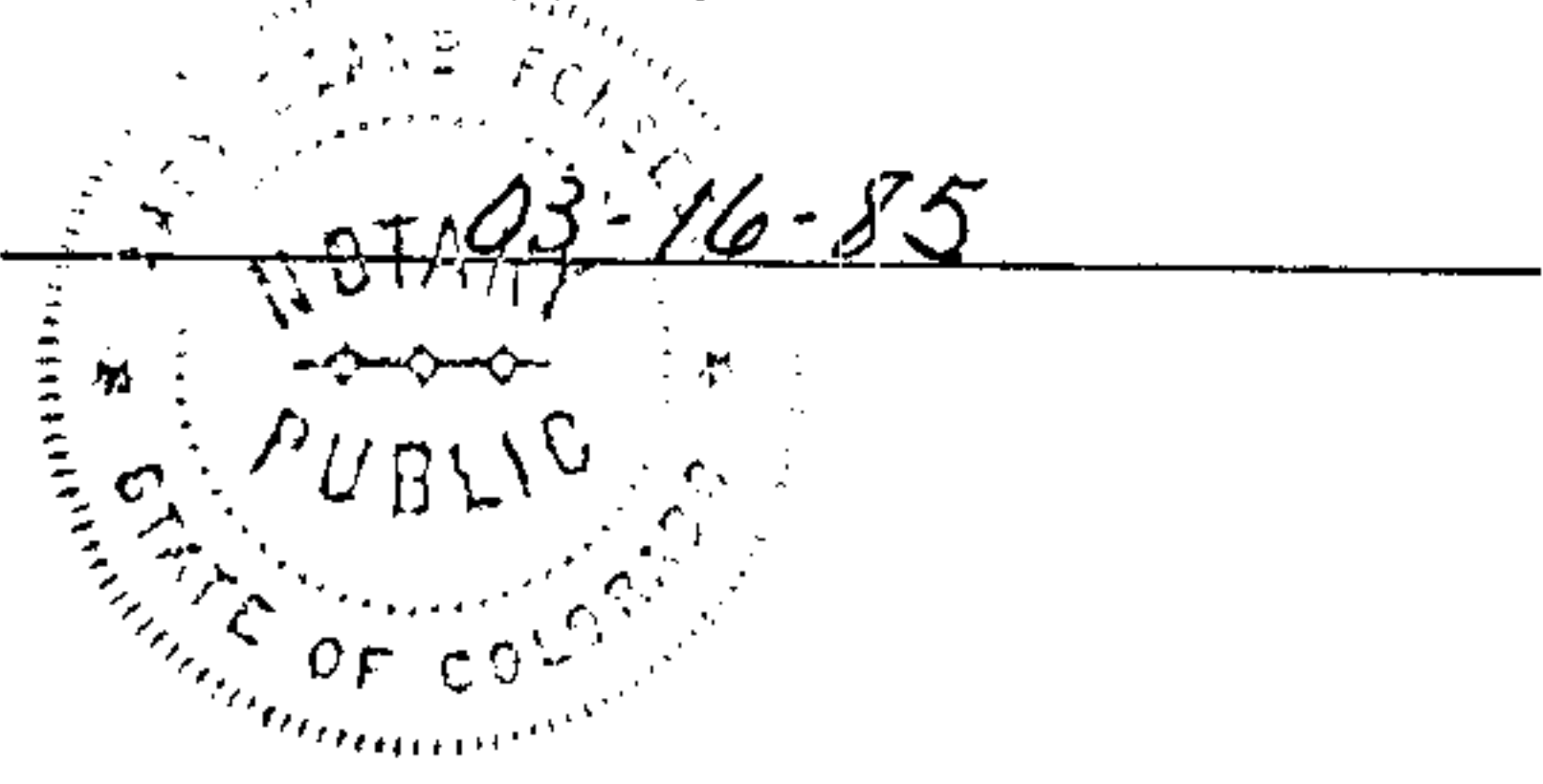




EXHIBIT "A"

Page of

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 10th day of December, 1983, covering lands in Sublette County, Wyoming

<u>LEASE NO.</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>DESCRIPTION</u>
W-53094		Owen P. Miles, Jr.	January 1, 1976	Township 27 N, Range 111 W, 6th P.M. Section 33: Lots 3, 4, N $\frac{1}{2}$ SE $\frac{1}{4}$ Containing 143.57 acres, more or less

This Assignment of Overriding Royalty Interest is made on Federal Lease W-53094 only insor as the lands herein described.

Form 3106-14  
(September 1982)UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTTRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASEFORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-54137

Lease effective date

April 1, 1976

## PART I

## 1. Assignee's Name

Encore Exploration 1981 - LC, L.P.  
(52.50%)Bird Canyon 1982 - L.P.  
(28.60%)

Address (include zip code)

707 Westchester Avenue  
White Plains, New York 10604707 Westchester Avenue  
White Plains, New York 10604

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)

Township 27 North, Range 111 West, 6th P.M.

Section 33: NW $\frac{1}{4}$ SW $\frac{1}{4}$ Containing 40 acres, more or less,  
in Sublette County, Wyoming

From the surface of the earth to the stratigraphic equivalent of the depth of 10,044 feet as drilled in the Federal #30-33 well, located in the SW $\frac{1}{4}$  of Section 33, T27N, R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated January 10, 1983 by and between Williams Exploration Company and Energetics, Inc., and that certain Farmout Agreement dated October 8, 1982 by and between Terra Resources, Inc., and Energetics, Inc.

199078

RECORDED	December 21, 1983	8:10 AM
IN BOOK	69	PAGE 656
FEE \$	6.25	County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING		

by D. M. Thorne

3. Specify interest or percent of operating rights being conveyed to assignee	81.10%
4. Specify interest or percent of operating rights being retained by assignor	18.90%
5. Specify overriding royalty interest 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 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

7th

day of

December

1983

ENERGETICS OPERATING COMPANY

By:

(Assignor's Signature)

116 Inverness Drive East

(Assignor's Address)

Gene W. Anderson, Vice President - Land

TEST:

Lou Switzer, 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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#12740

(Title)

(Date)

NOTE: This form is reproduced provided that copies are exact reproductions on one sheet of both sides of this form in accordance with the provisions of 43 CFR 3106.

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.



199079

658

RECORDED	December 21, 1983	8:00 PM
IN BOOK	69	PAGE 658
FEE \$	8.00	County Clerk
SULLY COUNTY, WYOMING		

*Dorothy M. Lewis*

WY-585  
Federal #30-33

### 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. This Assignment of Overriding Royalty is expressly made subject to all the terms, conditions and provisions of that certain Farmout Agreement dated January 10, 1983 by and between Williams Exploration Company and Energetics, Inc., and that certain Farmout Agreement dated October 8, 1982 by and between Terra Resources, Inc., and Energetics, Inc. If said agreement provides for any reversionary interests then the following shall occur:

(a) The overriding royalty herein transferred shall proportionately increase or decrease, in accordance with Paragraph 5 hereof, along with any change in the working interest of Assignor, its successors and assigns.

2. 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.

3. 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.

4. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

5. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor, its successors and assigns, 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.

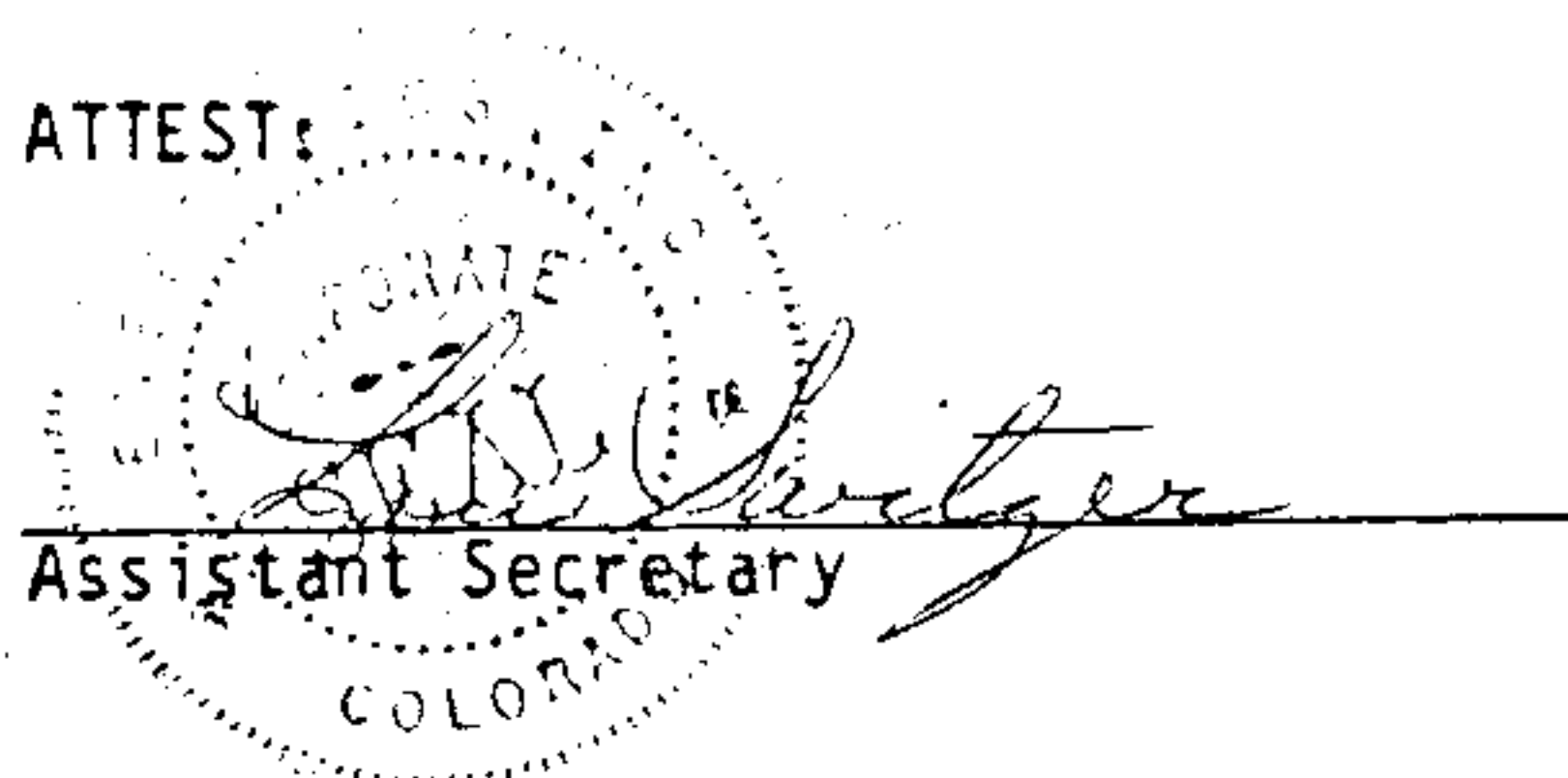
6. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

7. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 8th day of December, 1983, effective date of first production of the Federal #30-33 Well.

ATTEST:



Assistant Secretary

ENERGETICS OPERATING COMPANY

By:

Gene W. Anderson  
Vice President-Land

STATE OF COLORADO     )  
                                      )  
COUNTY OF ARAPAHOE    )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, 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 8th day of December, 1983.

My Commission Expires

Mary Diane Fonseca  
Notary Public

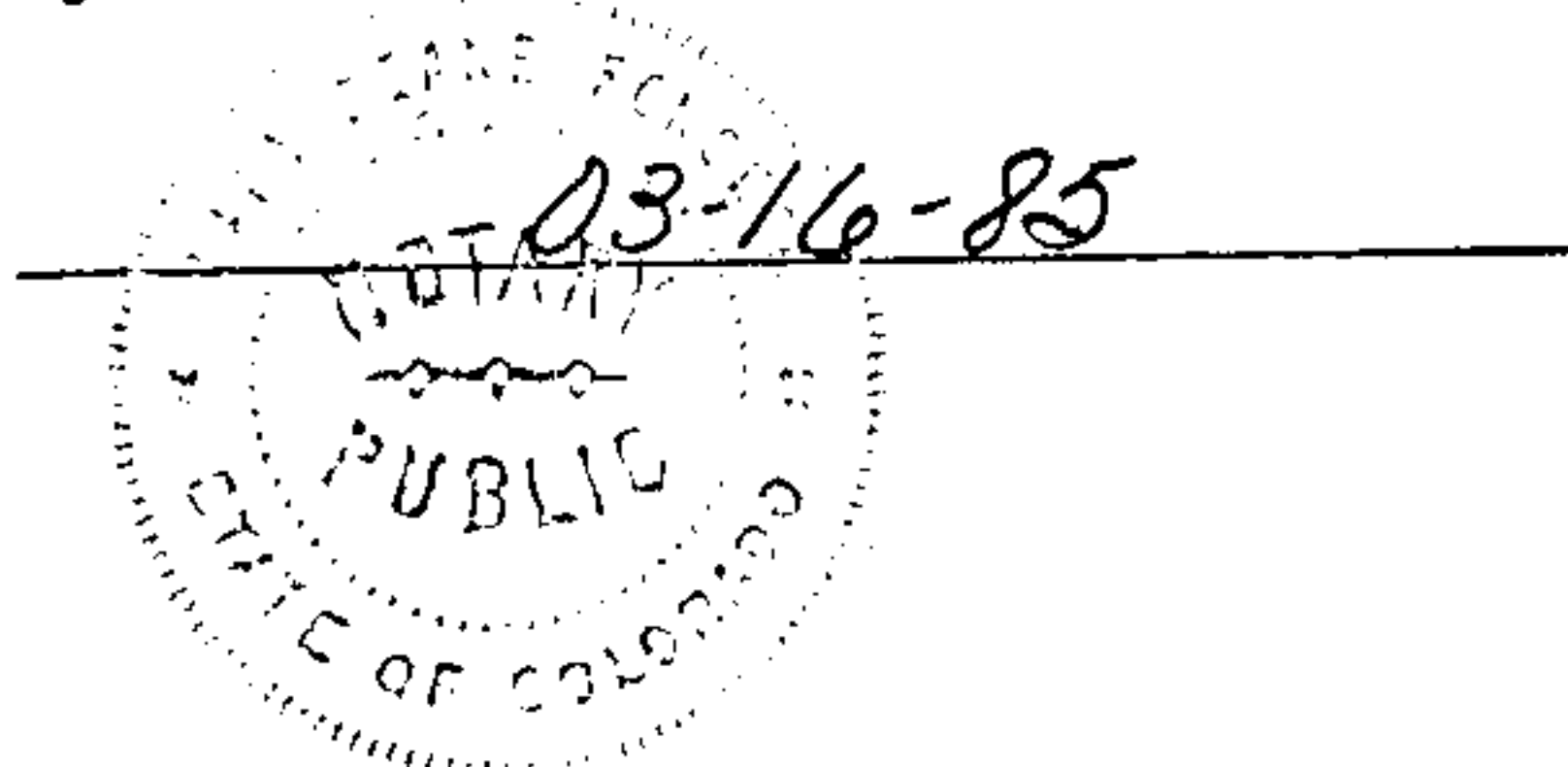


EXHIBIT "A"

Page of

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 8th day of December, 1983, covering lands in Sublette County, Wyoming.

LEASE NO.

#12740

LESSOR

W-54137

LESSEE

Melvin Meester

LEASE DATE

April 1, 1976

DESCRIPTION

Township 27 North, Range 111 West 6th P.M.  
Section 33: NW<sup>1</sup>SW<sup>4</sup>  
Containing 40 acres, more or less in  
Sublette County, Wyoming

This Assignment of Overriding Royalty Interest is made on Federal Lease W-54137 only insofar as the lands herein described.

660



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

Federal #  
FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-54137

Lease effective date

April 1, 1976

PART I

1. Assignee's Name

SEE ATTACHED EXHIBIT "A"

Address (include zip code)

SEE ATTACHED EXHIBIT "A"

The undersigned, as owner of 18.90% 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)

Township 27 North, Range 111 West, 6th P.M.  
Section 33: NW $\frac{1}{4}$ SW $\frac{1}{4}$   
Containing 40.00 acres, more or less,  
in Sublette County, Wyoming

From the surface of the earth to the stratigraphic equivalent of the depth of 10,044 feet as drilled in the Federal #30-33 well, located in the SW $\frac{1}{4}$  of Section 33, T27N-R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated January 10, 1983 by and between Williams Exploration Company and Energetics, Inc., and that certain Farmout Agreement dated October 8, 1982 by and between Terra Resources, Inc., and Energetics, Inc.

199030

RECORDED	December 21, 1983	8:00 P.M.
IN BOOK	69 D-8	PAGE 661
FEES \$	7.25	Land 9.40
COUNTY CLERK		
SUBLETTE COUNTY, PINEDALE, WYOMING		

*W.D. McArthur*

3. Specify interest or percent of operating rights being conveyed to assignee	18.90%
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	8.45%
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 9th day of December, 1983.  
ENERGETICS OPERATING COMPANY

By: *Gene W. Anderson*  
(Assignor's Signature)

116 Inverness Drive East

(Assignor's Address)

Gene W. Anderson, Vice President - Land

TEST: *Lou Switzer*  
Lou Switzer, 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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

#12740

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

661

286

## EXHIBIT "A"

Attached to and made a part of that certain Assignment of Operating Rights dated 12-9, 1983, by and between Energetics Operating Company, Assignor and DPM, Inc. et al, Assignee.

DPM, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	2.16%
Agape Energy, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	4.32%
Lone Hill Development Co. 102 Inverness Terrace East Englewood, Colorado 80112	4.32%
General Hydrocarbons 1982 X Oil & Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	2.90%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.70%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.50%

STATE OF COLORADO )  
 )  
COUNTY OF ARAPAHOE ) ss.

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 corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of December 1983

MY COMMISSION EXPIRES:

12-16-85

Mary Elaine Fonseca  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Federal 62  
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-53094  
Lease effective date  
January 1, 1976

PART I

1. Assignee's Name  
Encore Exploration 1981 - LC, L.P. Bird Canyon 1982 - L.P.  
(Tract I 52.500%; Tract II 31.500%) (Tract I 23.600%; Tract II 17.160%)  
Address (include zip code)  
707 Westchester Avenue 707 Westchester Avenue  
White Plains, New York 10604 White Plains, New York 10604

The undersigned, as owner of Tr I-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)

Township 27 North, Range 111 West, 6th P.M.  
Tract I-Section 33: Lots 1,2, NE1/4SW1/4 -- Federal #30-33  
Tract II-Section 33: Lots 3,4, N1/4SE1/4  
Containing 244.92 acres, more or less  
in Sublette County, Wyoming.

From the surface of the earth to the stratigraphic equivalent of 10,035 feet, as encountered in the Federal #30-33 well located in the SW1/4 of Section 33, T27N-R111W., Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 13, 1982 by and between Exxon and Energetics, Inc.

199081

RECORDED December 21 1983 8:00 AM  
IN BOOK 69 DWS PAGE 663  
FEES \$6.25 Land York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
M. M. M. M.

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I	81.100%
	Tract II	48.660%
4. Specify interest or percent of operating rights being retained by assignor	Tract I	18.900%
	Tract II	51.340%
5. Specify overriding royalty interest being reserved by assignor	Tract I	None
	Tract II	None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract I	9.0% of 8/8ths
	Tract II	6.2% 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.		

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 17th day of December, 1983.  
ENERGETICS OPERATING COMPANY

By: [Signature]  
(Assignor's Signature)  
Gene W. Anderson, Vice President - Land

116 Inverness Drive East  
(Assignor's Address)

EST: [Signature]  
Lou Switzer, 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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.



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:

- 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

By:

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## INSTRUCTIONS

STATE OF COLORADO )  
 )  
COUNTY OF ARAPAHOE ) ss.

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 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 7th day of December.

MY COMMISSION EXPIRES:

Mary Anne Fonseca  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

- (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.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:  
This information is being collected pursuant to the law (43 CFR 3106-3(c)).  
This information will be used to create a record of lease assignment.  
Response to this request is required to obtain a benefit.

199082

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

RECORDED *December 21/1983 8:00 AM*  
IN BOOK *69 OWS* PAGE *665*  
FEES *8.00* *Larry G. Galt* COUNTY CLERK  
SUBLETTE COUNTY CLERK *Larry G. Galt*

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 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

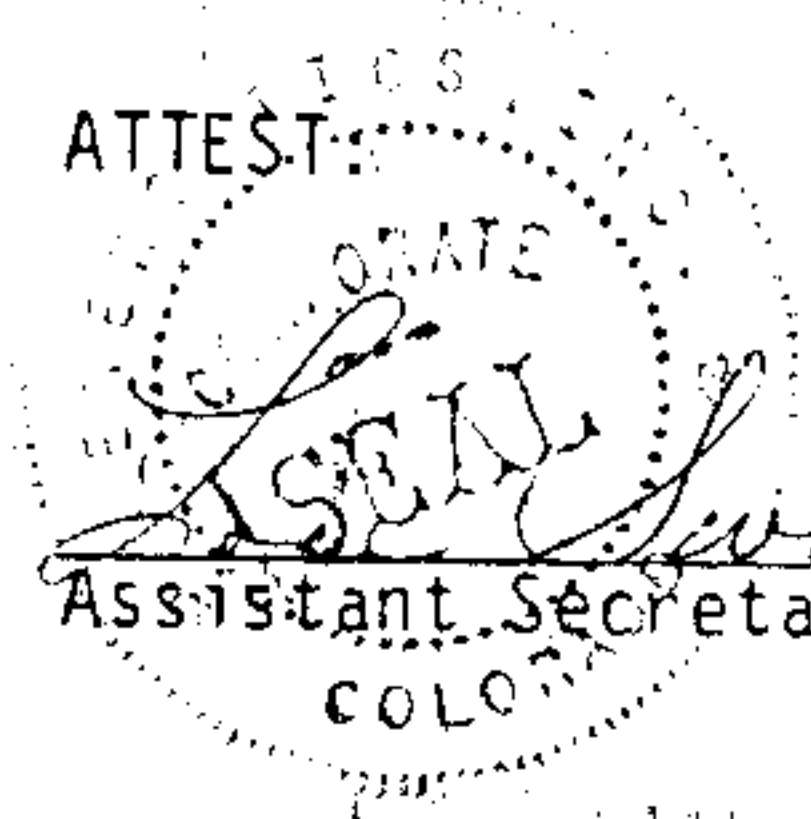
1. This Assignment of Overriding Royalty is expressly made subject to all the terms, conditions and provisions of that certain Farmout Agreement dated August 13, 1983 by and between Exxon Corporation and Energetics, Inc. If said agreement provides for any reversionary interests then the following shall occur:
  - (a) The overriding royalty herein transferred shall increase to 2% of 8/8ths in the event the burdens on the leases described in Exhibit "A" decrease to twenty percent (20%) or less, not including the override being reserved herein, as a result of any reversions pursuant to said agreement.
  - (b) The overriding royalty herein transferred shall proportionately increase or decrease, in accordance with Paragraph 5 hereof, along with any change in the working interest of Assignor, its successors and assigns.
2. 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.
3. 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.
4. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.
5. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor, its successors and assigns, 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.
6. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

7. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 8<sup>th</sup> day of December, 1983, effective date of first production of the Federal #30-33 Well.

ATTEST:

 LENN SWITZER  
Assistant Secretary  
COLORADO

ENERGETICS OPERATING COMPANY

By:

Gene W. Anderson  
Vice President-Land

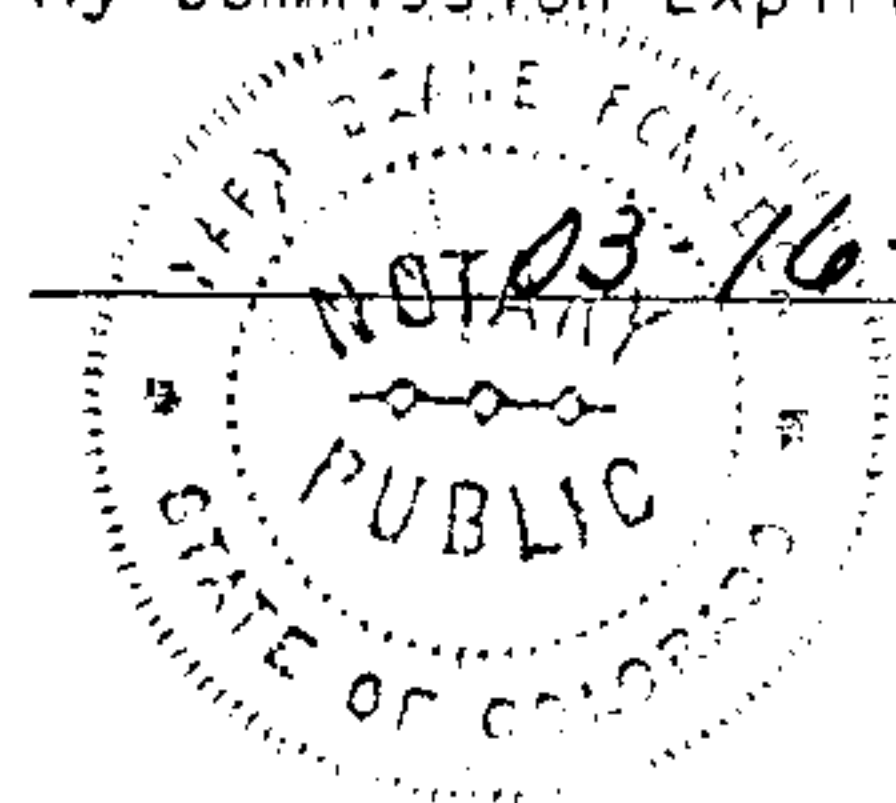
STATE OF COLORADO     )  
                                      )  
COUNTY OF ARAPAHOE    )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson, 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 8th day of December, 1983.

My Commission Expires

Mary Diane Fonseca  
Notary Public





Attached to and made a part of that certain Assignment of Overriding Royalty dated this 8<sup>th</sup> day of December, 1983, covering lands in Sublette County, Wyoming

<u>LEASE NO.</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>DESCRIPTION</u>
	W-53094	Owen P. Miler, Jr.	January 1, 1976	Township 27 North, Range 111 West, 6th P.M. Section 33: <u>Lots 1, 2, NE 1/4 SW 1/4</u> Containing 101.35 acres, more or less in Sublette County, Wyoming.

This Assignment of Overriding Royalty Interest is made on Federal Lease W-53094 only insofar as the lands herein described.

Form 3106-14  
(September 1982)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE  
OF OPERATING RIGHTS IN OIL AND GAS LEASE

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.  
W-53094  
Lease effective date  
January 1, 1976

PART I

1. Assignee's Name  
SEE ATTACHED EXHIBIT "A"  
Address (include zip code)  
SEE ATTACHED EXHIBIT "A"

The undersigned, as owner of Tr I 18.900%  
Tr II 11.340% 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)

Township 27 North, Range 111 West, 6th P.M.  
Tract I - Section 33: Lots 1,2, NE 1/4 SW 1/4 -- Federal #30-33  
Tract II - Section 33: Lots 3,4, N 1/2 SE 1/4  
Containing 244.92 acres, more or less  
in Sublette county, Wyoming.

From the surface of the earth to the stratigraphic equivalent of 10,035 feet, as  
encountered in the Federal #30-33 well located in the SW 1/4 of Section 33, T27N-R111W,  
Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 13, 1982  
by and between Exxon Corporation and Energetics, Inc.

199083

RECORDED December 21 1983 8:00 A.M.  
IN BOOK 69 PAGE 668  
FEES \$ 7.25 Sublette County Clerk  
SUBLETTE COUNTY, FINEWALE, WYOMING

*Dorothy McElwain*

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I	18.900%
4. Specify interest or percent of operating rights being retained by assignor	Tract II	11.340%
5. Specify overriding royalty interest being reserved by assignor	Tract I	None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract II	None
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	Tract I	9.475% of 8/8ths
	Tract II	6.200% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to  
overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of  
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 9th day of December, 1983.  
ENERGETICS OPERATING COMPANY  
By: *Gene W. Anderson*  
(Assignor's Signature)  
Gene W. Anderson, Vice President - Land

116 Inverness Drive East  
(Assignor's Address)

TEST: *Lou Switzer*  
Lou Switzer, 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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Officer)

(Title) (Date)

NOTE: This form must be produced provided that copies are exact reproductions on one sheet of both sides of this off in accordance with provisions of 43 CFR 3105.

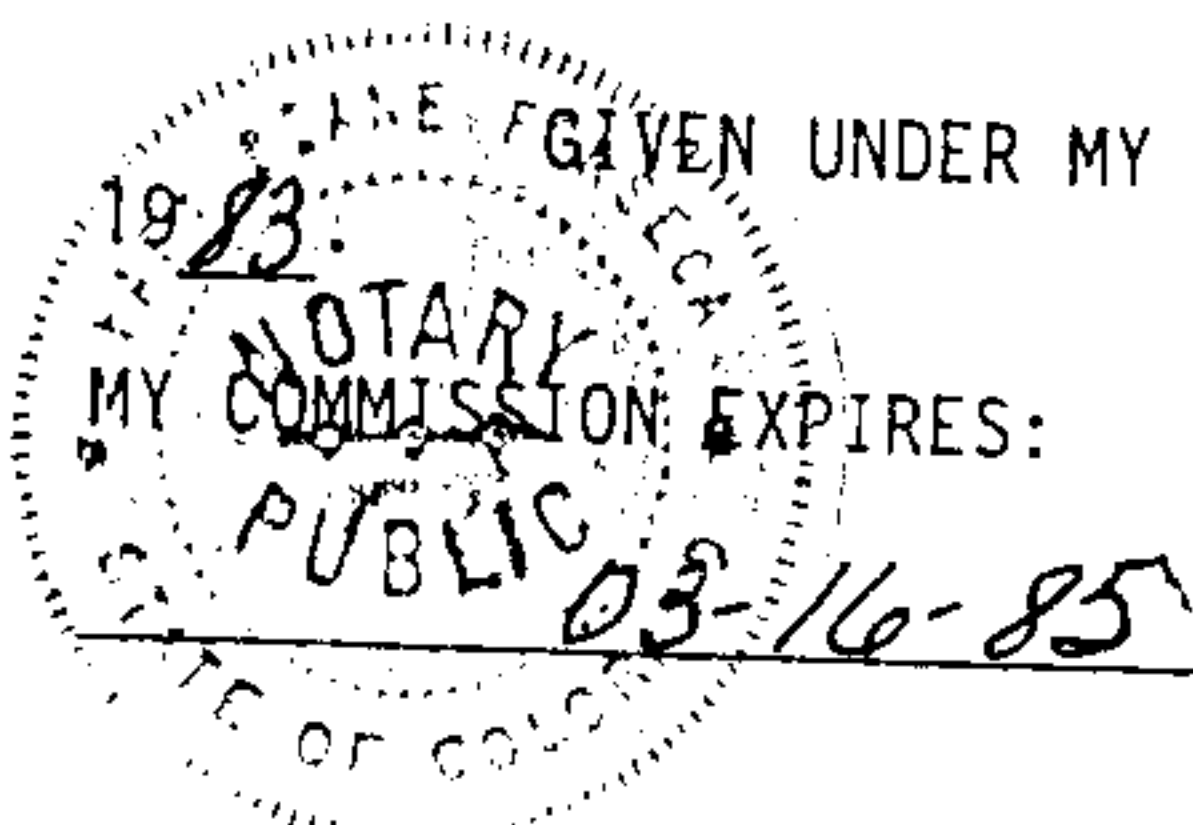
EXHIBIT "A"

Attached to and made a part of that certain Assignment of Operating Rights dated 12 - 9, 1983, by and between Energetics Operating Company, Assignor and DPM, et al, Assignee.

	TRACT I	TRACT II
DPM, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	2.160%	1.296%
Agape Energy, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.592%
Lone Hill Development Co. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.592%
General Hydrocarbons 1982 X Oil & Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	2.900%	1.740%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.700%	2.220%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.500%	.900%

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) ss.

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 corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of December,  
*Mary Elaine Fonseca*  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

670  
AG-1 a/k/a Federal #40-18 WY-532  
AJ-1 a/k/a Federal #20-18 WY-532  
AH-1 a/k/a Federal #20-19 WY-216

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-67808

Lease effective date  
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

1. Assignee's Name

SEE ATTACHED RIDER \*

Address

SEE ATTACHED RIDER \*

The undersigned, as owner of 100% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 27 North, Range 111 West, 6th P.M.  
Section 18: E $\frac{1}{2}$ E $\frac{1}{2}$   
Section 19: E $\frac{1}{2}$ E $\frac{1}{2}$   
Containing 320.00 acres more or less  
Sublette County, Wyoming

199084

RECORDED December 21 1983 8:00 AM  
IN BOOK 69 Over PAGE 670  
FEES \$8.75 Loring Yak COUNTY CLERK  
SUBLETT COUNTY PINEDALE, WYOMING

MD McQuinn

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

97.9610%

4. Specify interest or percent of record title interest being retained by assignor, if any

2.0390%

5. Specify overriding royalty being reserved by assignor

None

6. Specify overriding royalty previously reserved or conveyed, if any

9.5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 19th day of December 19 83 .  
ENERGETICS OPERATING COMPANY

By: Gene W. Anderson  
(Assignor's Signature)  
Gene W. Anderson, Vice President - Land

116 Inverness Drive East  
(Assignor's Address)

WITNESSED BY: Kou Switzer  
Kou Switzer, 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)

#1099.3

NOTE: This form produced provided that copies are exact copies on one sheet of both sides of this document in accordance with provisions of 43 CFR 3106.

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 27th day of December, 1983  
ENERGETICS CAPITAL LIMITED PARTNERSHIP BY: Energy Associates, Inc., General Partner

(Assignee's Signature) Gene W. Anderson  
By: Gene W. Anderson, Vice President - Land  
116 Inverness Drive East  
(Assignee's Address)  
Englewood Colorado 80112  
(City) (State) (Zip Code)

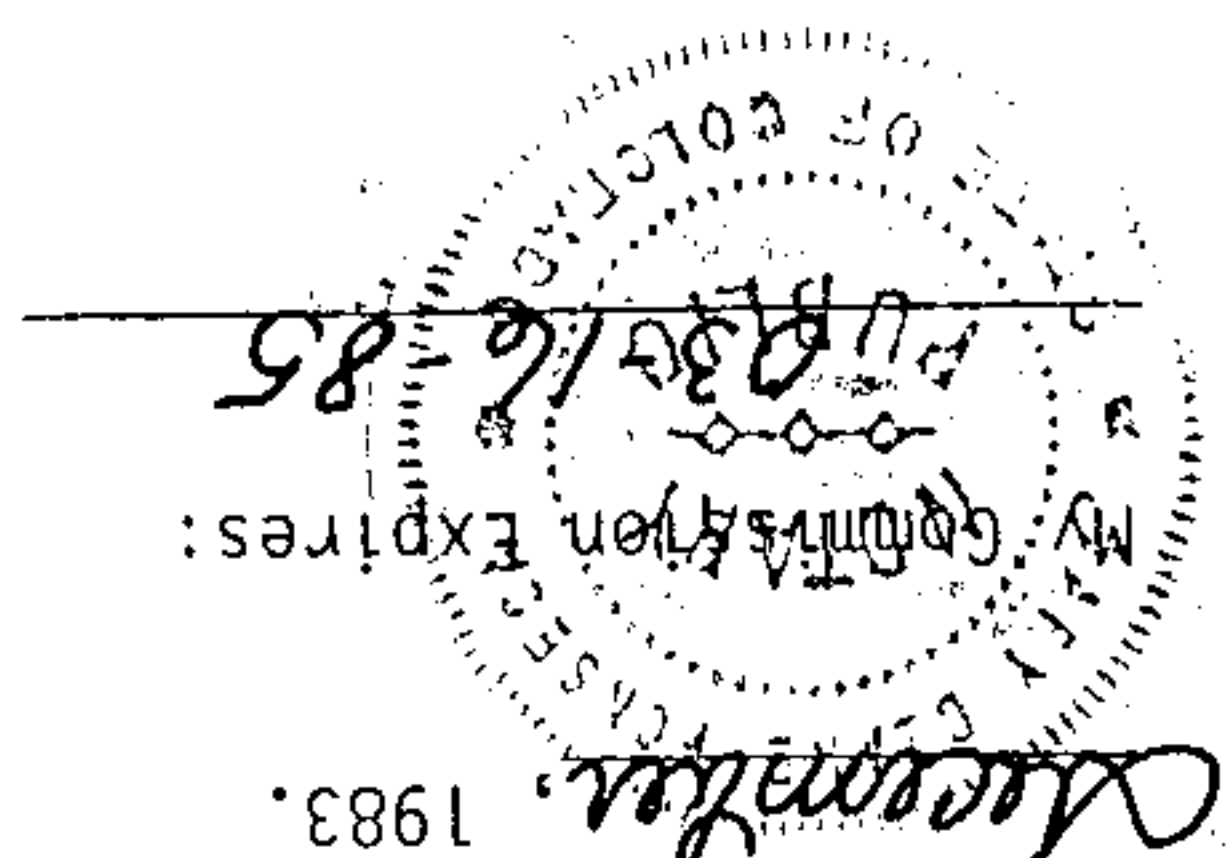
Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF COLORADO )  
COUNTY OF ARAPAHOE )  
SS.

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 CAPITAL LIMITED PARTNERSHIP, and the he executed as the same as the act of such Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of December, 1983.



Mary Anne Forness  
Notary Public  
116 Inverness Drive East  
Englewood, Colorado 80112

(1) 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.

672

RIDER

Attached to and made a part of that certain  
Assignment of Record Title dated *Dec. 8th,*  
1983 by and between Energetics Operating  
Company and Canadian Cheyenne Petroleum Corp.,  
et al, affecting U.S. Oil and Gas Lease No.  
W-67808

Canadian Cheyenne Petroleum Corp. 504 Lancaster Building 304 Eighth Avenue, S.W. Calgary, Alberta, Canada T2P 1C2	5.6070%
Taconic Corp. 410-17th Street, Suite #2300 Denver, Colorado 80202	10.1946%
Energetics Capital Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	64.3188%
MM&S Partners 116 Inverness Drive East Englewood, Colorado 80112	17.8406%



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

62  
WY-216  
AH-1 a/k/a Federal #20-19

FORM APPROVED  
OMB NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

W-58724

Lease effective date

May 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name

Energetics, Inc. a Delaware corporation  
78.7500%

Western Oil Partners  
21.2500%

Address (Include Zip Code)

116 Inverness Drive East  
Englewood, Colorado 80112

116 Inverness Drive East  
Englewood, Colorado 80112

The undersigned, as owner of 100% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 27 North, Range 111 W, 6th P.M.  
Section 19: SW 1/4 NE 1/4  
Containing 40.00 acres more or less  
Sublette County, Wyoming

199085

RECORDED	December 21, 1983	8:00 AM
FILED	69 Oct	PAGE 673
COUNTY CLERK		
SUBLETT COUNTY, WYOMING		

*W.D. McQuinn*

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	7% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 5th day of December, 1983.

ENERGETICS OPERATING COMPANY

By: *[Signature]*

116 Inverness Drive East

(Assignor's Address)

GENE W. ANDERSON, VICE PRESIDENT - LAND

TEST: *[Signature]*  
Lou Switzer, 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.

COLO

THE UNITED STATES OF AMERICA

Assignment approved effective

By: \_\_\_\_\_ (Authorized Officer)

#10541

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

674

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 8th day of December, 1983

ENERGETICS, INC. a DELAWARE corporation

By:

(Assignee's Signature)

Gene W. Anderson, Vice President -Land

116 Inverness Drive East

(Assignee's Address)

ATTEST:

Equ Switzer, Assistant Secretary

Englewood

(City)

Colorado

(State)

80112

(Zip Code)

Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF COLORADO )

COUNTY OF ARAPAHOE )

SS.

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 Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of December

19 83

My Commission Expires:

PH 03-16-85

Mary Diane Fonseca

Notary Public

116 Inverness Drive East

Englewood, Colorado 80112

- Information in support of applications 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.

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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Federal #40-29  
WY-266

FORM APPROVED  
OMB NO. 1004-0034

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No.  
W-34033

Lease effective date  
May 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Energetics, Inc.

Address (include zip code)

102 Inverness Terrace East  
Englewood, Colorado 80112

The undersigned, as owner of <sup>3892</sup> 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 111 West, 6th P.M.

Section 29: NE/4NE/4

Containing 40.00 acres more or less in  
Sublette County, Wyoming.

This Assignment is made subject to all terms, conditions, and provisions of that certain Farmout Agreement dated November 3, 1978 by and between True Oil Company as Farmor and Energetics, Inc., as Farmee, as amended by Letter Agreement dated June 11, 1979.

RECORDED December 21, 1983 8:00 A.M.  
IN BOOK 69 D-1 PAGE 675  
FEES \$ 6.00 Saving York COUNTY CLERK  
SUBLETTE COUNTY, PINE DALE, WYOMING

W.D. McQuinn

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

.0778%

4. Specify interest or percent of record title interest being retained by assignor, if any

.3114%

5. Specify overriding royalty being reserved by assignor

None

6. Specify overriding royalty previously reserved or conveyed, if any

1.6%

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 19<sup>th</sup> day of October, 19 82, but made effective as of March 1, 1982.  
ROCKY MOUNTAIN OILFINDERS, INC.

BY: [Signature]  
(Assignor's Signature)

104 Inverness Terrace East, Suite #111  
(Assignor's Address)

ATTEST: [Signature]  
Assistant Secretary

Englewood, Colorado 80112  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Officer)

11107

(Title)

(Date)

675



62742

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 MT 065500.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as 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 29<sup>th</sup> day of October, 1982.

ENERGETICS, INC.

BY:

(Assignee's Signature)

102 Inverness Terrace East

(Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST:

Assistant Secretary

Englewood,

(City)

Colorado

(State)

80112

(Zip Code)

STATE OF COLORADO )

)

COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, on this day personally appeared L. Clark Kiser known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Rocky Mountain Oilfinders, Inc., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 19th day of October, 1982.

My commission expires:

PUB 6-10-83

Terry J. Theige  
Terry J. Theige, Notary Public  
104 Inverness Terrace East, Suite 111  
Englewood, Colorado 80112

STATE OF COLORADO )

)SS

COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My Commission Expires Oct. 22, 1985

Edna G. Champagne  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No.  
W-34033

Lease effective date  
May 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name  
ENERGETICS, INC.

Address (include zip code) 102 Inverness Terrace East  
Englewood, Colorado 80112

The undersigned, as owner of 16.80 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment  
Township 27 North - Range 111 West, 6th P.M.  
Section 29: NE/4NE/4  
  
Containing 40.00 acres more or less in  
Sublette County, Wyoming.  
  
This Assignment is made subject to all terms,  
conditions and provisions of that certain  
Farmout Agreement dated November 3, 1978 by  
and between True Oil Company as Farmor and  
Energetics, Inc. as Farmee, as amended by  
Letter Agreement, dated June 11, 1979.

Assignment approved as to lands described below  
  
199087  
  

RECORDED December 21, 1983 8:10A.M.  
IN BOOK 69 PAGE 677  
FEES \$ 6.00 SUELETTE COUNTY CLERK  
SUELETTE COUNTY, PINE DALE, WYOMING  
4 D M Thine

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	3.36%
4. Specify interest or percent of record title interest being retained by assignor, if any	13.44%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1.6%
7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of October, 1982, but made effective as of March 1, 1982.  
MM&S PARTNERS

BY: P.D. Maher, General Partner

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)

11107 (Title) (Date)

678  
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 MT 065500.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 22<sup>nd</sup> day of October, 1982.  
ENERGETICS, INC.

BY: [Signature]  
(Assignee's Signature)  
Gene W. Anderson, Vice President - Land

102 Inverness Terrace East  
(Assignee's Address)

ATTEST: [Signature]  
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.

STATE OF COLORADO )  
 )SS  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 22<sup>d</sup> day of October, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My commission expires June 24, 1983

[Signature]  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112

STATE OF COLORADO )  
 )SS  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 1982, by Patrick D. Maher, General Partner of MM&S Partners, a Partnership.

Witness my hand and official seal.

My commission expires:

My commission expires June 24, 1983

[Signature]  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM API  
OMB NO. 1004-0034

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No.

W-34033

Lease effective date

May 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

TRUE OIL COMPANY

Address (include zip code) P. O. Drawer 2360  
Casper, Wyoming 82602

The undersigned, as owner of 86.2486 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 111 West, 6th P.M.

Section 29: NE/4NE/4

Containing 40.00 acres more or less in  
Sublette County, Wyoming.

This assignment is made subject to all terms conditions and provisions of that certain Farmout Agreement dated November 3, 1978 by and between True Oil Company as Farmor and Energetics, Inc. as Farmee, as amended by Letter Agreement dated June 11, 1979.

Assignment approved as to lands described below

199088

RECORDED December 21 1983 8:00 PM  
BOOK 69 PAGE 679  
FILED 600 Lainy York COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*W.D. McQuinn*

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

20.00%

4. Specify interest or percent of record title interest being retained by assignor, if any

66.2486%

5. Specify overriding royalty being reserved by assignor

None

6. Specify overriding royalty previously reserved or conveyed, if any

\* See Exhibit 1.6%

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 20<sup>th</sup> day of October, 19 82, but made effective as of March 1, 1982  
ENERGETICS, INC.

BY: *Gene W. Anderson* 102 Inverness Terrace East

(Assignor's Signature)

(Assignor's Address)

Gene W. Anderson, Vice President - Land

ATTEST:

*Lainy York*  
Assistant Secretary

Eaglewood, 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)

680  
PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed \_\_\_\_\_.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay, all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

STATE OF COLORADO )  
 )SS  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 20th day of October, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

NOTARY  
My Commission expires:

PUBLIC

June 2, 1982

Margie M. Phillips  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Record Title in Oil and Gas Lease W-34033 dated October 15, 1982.

\* It is understood and agreed that the interest being conveyed herein shall bear its proportionate share of landowners royalty and that the Overriding Royalty Interest created by assignments dated April 22, 1981 and October 15, 1982, respectively shall borne proportionately by the interests being retained by Assignor herein and the interest owned by Rocky Mountain Oilfinders, Inc. and MM&S Partners as of the date of this assignment.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Federal # [redacted] Well  
WY-266

FORM APPROVED  
OMB NO. 1004-0034

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No.  
W-34033

Lease effective date  
May 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name  
Backer Resources, Inc.

Address (include zip code)  
1280-999 W. Hastings, St.  
Vancouver, B.C. Canada V6C 2X2

The undersigned, as owner of 66.2486% 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 111 West, 6th P.M.

Section 29: NE 1/4 NE 1/4

Containing 40.00 acres more or less in  
Sublette County, Wyoming.

This assignment is made subject to all terms,  
conditions and provisions of that certain  
Farmout Agreement dated November 3, 1978 by  
and between True Oil Company as Farmor and  
Energetics, Inc. as Farmee, as amended by  
Letter Agreement dated June 11, 1979.

199089

RECORDED December 21, 1983 8:00 AM  
IN BOOK 69 DEED PAGE 681  
FEES \$6.00 LARRY YAKS COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
M. D. M. [Signature]

3. Specify interest or percent of assignor's record title interest being conveyed to assignee 19.2000%

4. Specify interest or percent of record title interest being retained by assignor, if any 47.0486%

5. Specify overriding royalty being reserved by assignor None

6. Specify overriding royalty previously reserved or conveyed, if any Two Percent (2%) of 80% 1.6%

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 22 day of October, 1982.  
ENERGETICS, INC.

By: [Signature]  
(Assignor's Signature)

Gene W. Anderson, Vice President - Land

102 Inverness Terrace East  
(Assignor's Address)

Englewood Colorado 80112  
(City) (State) (Zip Code)

ATTEST: [Signature]  
Assistant Secretary

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective \_\_\_\_\_ By \_\_\_\_\_ (Authorized Officer)

11/10/7 (Title) (Date)



682  
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 Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF COLORADO )  
 )SS  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 22nd day of October, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My Commission Expires Oct. 22, 1985

Elaine G. Champagne  
Notary Public

102 Inverness Terrace East  
Englewood, Colorado 80112

11107

- 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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0034

WY-266

Well

10.22

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No.

W-34033

Lease effective date

May 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address (include zip code) See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 47.0486% 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 111 West 6th P. M.

Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Containing 40.00 acres more or less in  
Sublette County, Wyoming.

This assignment is made subject to all terms,  
conditions and provisions of that certain  
Farmout Agreement dated November 3, 1978 by  
and between True Oil Company as Farmor and  
Energetics, Inc. as Farmee, as amended by  
Letter Agreement dated June 11, 1979.

199030

RECORDED December 21, 1983 8:00 AM  
BOOK 69 D-8 PAGE 683  
FILED 10-25-83  
S. J. Yake COUNTY CLERK  
SUBLETTE COUNTY, WYOMING

G. D. McQuinn

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

47.0486%

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 Two Percent (2%) of 80%

1.6%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of October, 1982.  
ENERGETICS, INC.

BY: 

(Assignor's Signature)

102 Inverness Terrace East

(Assignor's Address)

Gene W. Anderson, Vice President - Land

ATTEST:

  
Assistant Secretary

Englewood

(City)

Colorado

(State)

80112

(Zip Code)

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

11107

(Title)

(Date)

683

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☒ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(Assignee's Signature)

(Assignee's Address)

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## INSTRUCTIONS

1. **Use of Form** - Use only for assignment of record title in interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

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

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) SS.  
PUBLIC BEFORE ME, the undersigned authority, in and for said county and state,  
on this day personally appeared Gene W. Anderson known to me to be the person and  
officer whose name is subscribed to the foregoing instrument and acknowledged to  
me that the same was the act of the said ENERGETICS, INC., a corporation, and that  
he executed the same as the act of such corporation for the purposes and consid-  
eration therein expressed, and in the capacity therein stated.

19 82.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October!

My Commission Expires:

My Commission expires December 4, 1985

Kimberley Marie Smith  
Notary Public KIMBERLEY MARIE SMITH  
102 INVERNESS TERRACE EAST  
ENGLEWOOD, COLORADO 80112

lands or resources.

(4)(5) Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.



EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
RECORD TITLE TO OIL AND GAS LEASE SERIAL  
NUMBER W-34033, DATED October 29, 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 Suite #1215 Norton Building Seattle, Washington 98104	- an undivided	1.20000%
Boettcher Management 1978 Drilling Program 828-17th Street P. O. Box 54 Denver, Colorado 80202	- an undivided	6.00000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	- an undivided	3.30000%
Robert L. Mehl 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	4.24780%
Patrick D. Maher 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	4.24780%
Jordan R. Smith 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	2.31300%
Guaranty Energy Group 1978 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	- an undivided	6.12000%
Burton G. Ross, Trustee for Toni Rosen 1978 Trust 3750 IDS Center Minneapolis, Minnesota 55402	- an undivided	.48000%
Energetics 1978 B Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	4.00000%
D & R Energy Program 1978 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	4.02000%
Energetics 1978 Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	11.12000%

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

Lease Serial No.

W-62508

Lease effective date

November 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

See Exhibit "A" attached hereto and made a part hereof  
for determination of interests of Assignee's

Address (include zip code)

See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 82.8108% 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 111 West, 6th P.M.  
Section 29: W/2, W/2NE/4, SE/4NE/4, SE/4  
containing 600.00 acres more or less  
in Sublette County, Wyoming

RECORDED December 21, 1983 8:00AM  
IN BOOK 69 D. & S. PAGE 686  
FEES \$10.25 Loring Yahr COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
40. M. H. H. H.

199091

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

82.8108%

4. Specify interest or percent of record title interest being retained by assignor, if any

None

5. Specify overriding royalty being reserved by assignor

None

6. Specify overriding royalty previously reserved or conveyed, if any

7%

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 24 day of May, 1982.

ENERGETICS, INC.

By: Gene W. Anderson - Vice President - Land

102 Inverness Terrace East

(Assignor's Address)

ATTEST: Loring Yahr  
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)

15550

(Title)

(Date)

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

## A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed \_\_\_\_\_.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## INSTRUCTIONS

STATE OF COLORADO )  
 )SS  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> 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 June 24, 1985

Margie M. Phillips  
Notary Public

102 Inverness Terrace Est  
Englewood, CO 80112

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.



EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
RECORD TITLE TO OIL AND GAS LEASE SERIAL  
NUMBER W-62508, DATED May 24, 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. 1978-A - an undivided 1.5000%  
1215 Norton Building  
Seattle, Washington 98104
- Burton G. Ross, Trustee - an undivided .60000%  
Toni Rosen 1978 Trust  
Doherty, Rumble, Butler, Pa.  
3750 I D S Center  
Minneapolis, Minnesota 55402
- Boettcher Management Drilling Program - an undivided 7.5000%  
P.O. Box 54  
Denver, Colorado 80202
- Space Resources, Inc. - an undivided 4.1250%  
444 Lafayette Road  
St. Paul, Minnesota 55101
- Robert L. Mehl - an undivided 5.3098%  
• Energetics, Inc.  
102 Inverness Terrace East  
Englewood, Colorado 80112
- Patrick D. Maher - an undivided 5.3098%  
• Energetics, Inc.  
102 Inverness Terrace East  
Englewood, Colorado 80112
- Energetics 1978 B LTD Partnership - an undivided 5.0000%  
102 Inverness Terrace East  
Englewood, Colorado 80112
- D & R Energy-78 - an undivided 5.0250%  
530 Parkdale Plaza  
1660 South Highway 100  
Minneapolis, Minnesota 55416
- Jordan R. Smith - an undivided 2.8912%  
Energetics, Inc.  
102 Inverness Terrace East  
Englewood, Colorado 80112
- an undivided 7.6500%
- Guaranty Energy Group 1978  
Transwestern II Building, Suite 200  
Post Office Box 31515  
Billings, Montana 59107-1515
- Energetics 1978 LTD Partnership - an undivided 13.9000%  
102 Inverness Terrace East  
Englewood, Colorado 80112
- Backer Resources, Inc. - an undivided 24.0000%  
1280-999 W. Hastings Street  
Vancouver, British Columbia, CANADA V6C 2W2

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

Lease Serial No.

W-67808

Lease effective date  
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's

Address (include zip code) See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 58.8108% 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 111 West, 6th P.M.  
Section 6: N/2NE/4  
Section 7: SE/4  
Containing 240.00 acres more or less  
in Sublette County, Wyoming

199092

RECORDED	December 21, 1983 8:00 A.M.
IN BOOK	69 D-8
FEE \$	10.00
Lainy Yak COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING	

*MD M. Thine*

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

58.8108%

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 Nine and one-half percent (9.5%) of 8/8ths

9.5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 27th day of May, 1982

ENERGETICS INC., a Colorado corporation

By: *[Signature]*  
General Anderson, Vice President - Land

102 Inverness Terrace East

(Assignor's Address)

ATTEST: *[Signature]*  
Assistant Secretary

Englewood, Colorado 80112

(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By (Authorized Officer)

15551

(Title)

(Date)

10993 689

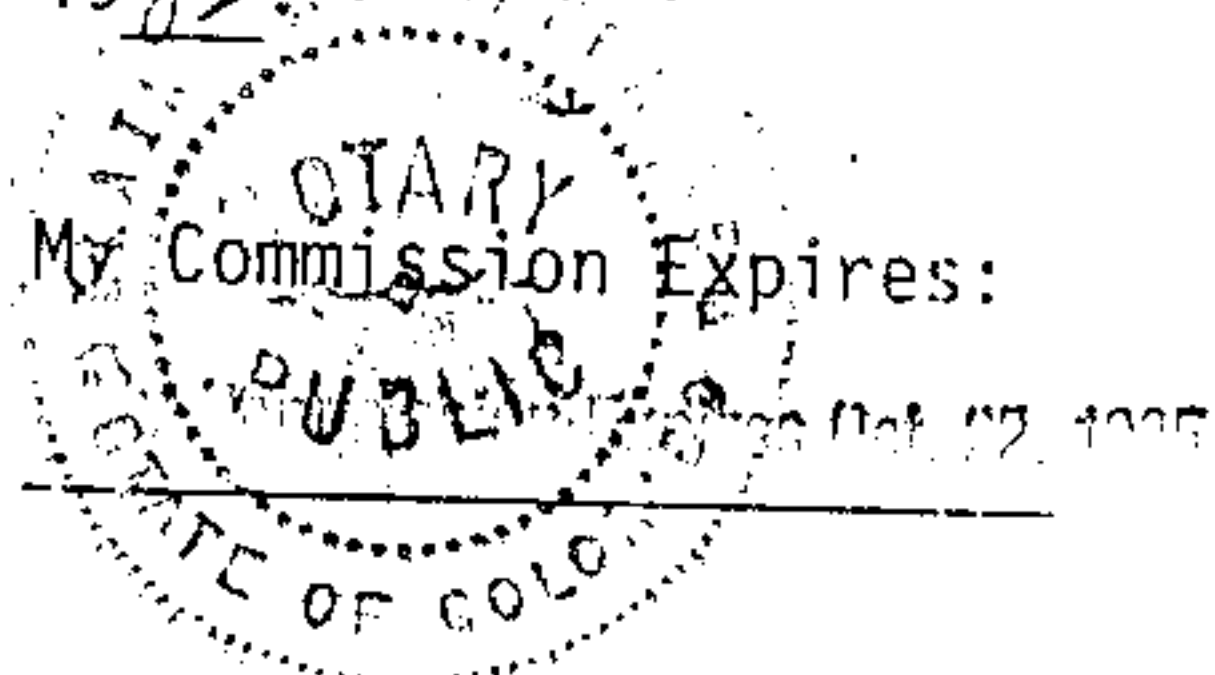
289

STATE OF COLORADO )  
 )  
 COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of May, 1982.

My Commission Expires:



Elaine A. Champagne  
 Notary Public  
 102 Inverness Terrace East  
 Englewood, Colorado 80112



EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
RECORD TITLE TO OIL AND GAS LEASE SERIAL  
NUMBER W-67808, DATED May 27, 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-B 1215 Norton Building Seattle, Washington 98104	- an undivided	1.5000%
Burton G. Ross, Trustee Toni Rosen 1978 Trust Doherty, Rumble, Butler, Pa. 3750 1 D S Center Minneapolis, Minnesota 55402	- an undivided	.60000%
Boettcher Management Drilling Program P.O. Box 54 Denver, Colorado 80202	- an undivided	7.5000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	- an undivided	4.1250%
Robert L. Mehl Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.3098%
Patrick D. Maher Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.3098%
Energetics 1978 B LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.0000%
D & R Energy-78 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	5.0250%
Jordan R. Smith Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	2.8912%
Guaranty Energy Group 1978 Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59107-1515	- an undivided	7.6500%
Energetics 1978 LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	13.9000%

WY. 261

692

WY-261

Federal #30-23 Well

10-

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-36422

Lease effective date  
October 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for determination of interests of Assignee's.

Address (include zip code) See Exhibit "A" attached hereto and made a part hereof.

The undersigned, as owner of 60.000% 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 111 West, 6th P.M.

Section 22: N/2

Section 23: All

Section 25: W/2SE/4

Section 26: All

Containing 2,080 acres more or less in  
Sublette County, Wyoming.

This assignment is made subject to all terms,  
conditions and provisions of that certain  
Farmout Agreement dated November 3, 1978 by  
and between True Oil Company as Farmor and  
Energetics, Inc. as Farmee.

199093

RECORDED December 21, 1983 8:00 AM

BOOK 69 PAGE 692

FEES \$ 10.25 Sally J. Yake COUNTY CLERK

SUBLETTE COUNTY, NINTDALE, WYOMING

Sally J. Yake

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

60%

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 Two Percent (2%) of 60%

1.2%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 25th day of May, 1982.

ENERGETICS, INC.

By:

102 Inverness Terrace East

Gene W. Anderson, Vice President - Land

(Assignor's Address)

ATTEST:

Englewood, Colorado 80112

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

Assignment approved effective

By

(Authorized Officer)

(Title)

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
RECORD TITLE TO OIL AND GAS LEASE SERIAL  
NUMBER W-36422, DATED May 25, 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. 1978-A 1215 Norton Building Seattle, Washington 98104	- an undivided	.9000%
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	2.4750%
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%



MM&S Partners  
102 Inverness Terrace East  
Englewood, Colorado 80112

- an undivided 10.08000%

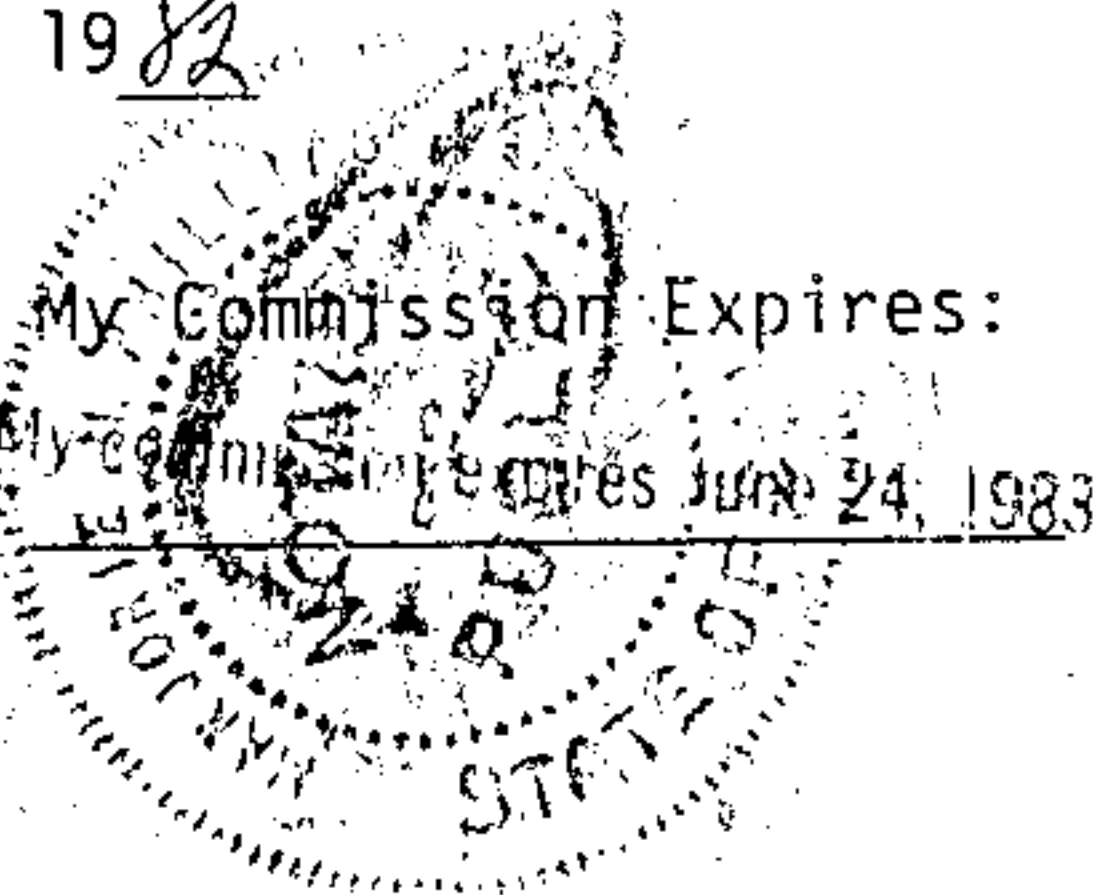
Rocky Mountain Oilfincers, Inc.  
104 Inverness Terrace East  
Englewood, Colorado 80112

- an undivided .23352%

STATE OF COLORADO )  
COUNTY OF ARAPAHOE )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

1982 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of May,



*Marguerite M. Phillips*  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112

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-63821

Lease effective date  
July 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

See Exhibit "A" attached hereto and made a part hereof  
for determination of interests of Assignee's

Address (include zip code)

See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 82.8108% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 111 West, 6th P.M.  
Section 32: Lots 3,4, N/2SE/4, NE/4 (E/2)  
Containing 299.86 acres more or less  
in Sublette County, Wyoming

Assignment approved as to lands described below

199034

December 21, 1983 8:20 AM  
IN BOOK 69 Over PAGE 695  
FEES \$10.25 Larry Yake COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING  
My D. McQuinn

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

82.8108%

4. Specify interest or percent of record title interest being retained by assignor, if any

None

5. Specify overriding royalty being reserved by assignor

None

6. Specify overriding royalty previously reserved or conveyed, if any

7%

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 27th day of May, 1982.  
ENERGETICS, INC. a Colorado corporation

102 Inverness Terrace East

(Assignor's Signature)

(Assignor's Address)

Gene W. Anderson, Vice President - Land

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)

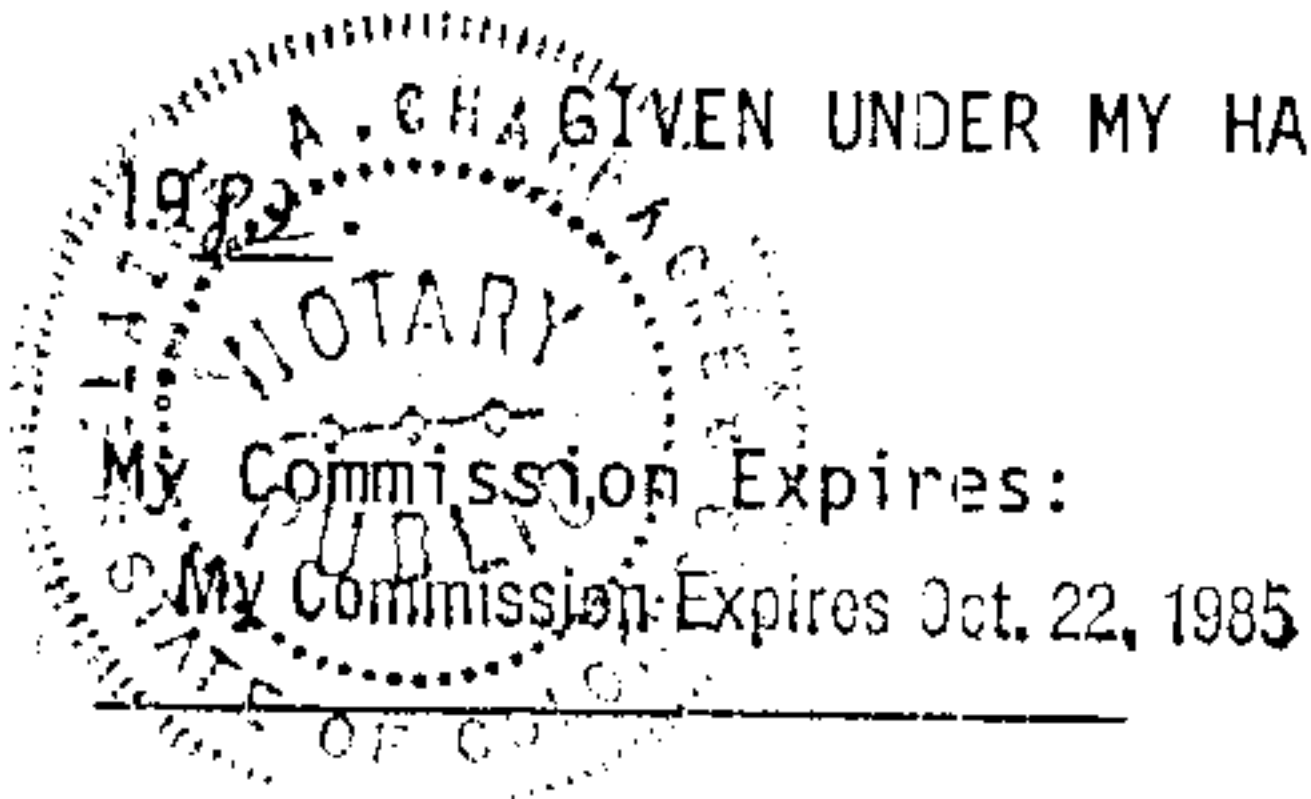
NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

695-11108

289

STATE OF COLORADO     )  
                                       )  
 COUNTY OF ARAPAHOE    )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of May,

Elaine A. Chagnon  
 Notary Public  
 102 Inverness Terrace East  
 Englewood, Colorado 80112



EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
RECORD TITLE TO OIL AND GAS LEASE SERIAL  
NUMBER W-63821, DATED May 27, 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. 1978-A 1215 Norton Building Seattle, Washington 98104	- an undivided	1.5000%
Burton G. Ross, Trustee Toni Rosen 1978 Trust Doherty, Rumble, Butler, Pa. 3750 I D S Center Minneapolis, Minnesota 55402	- an undivided	.60000%
Boettcher Management Drilling Program P.O. Box 54 Denver, Colorado 80202	- an undivided	7.5000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	- an undivided	4.1250%
Robert L. Mehl Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.3098%
Patrick D. Maher Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.3098%
Energetics 1978 B LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.0000%
D & R Energy-78 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	5.0250%
Jordan R. Smith Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	2.8912%
Guaranty Energy Group 1978 Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59107-1515	- an undivided	7.6500%
Energetics 1978 LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	13.9000%
Backer Resources, Inc. 1280-999 W. Hastings Street Vancouver, British Columbia, CANADA V6C 2W2	- an undivided	24.0000%

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

Lease Serial No.

W 68117

Lease effective date

July 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

See Exhibit "A" attached hereto and made a part hereof  
for determination of interests of Assignee's

Address (include zip code)

See Exhibit "A" attached hereto and made a part hereof

The undersigned, as owner of 58.8108 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 111 West, 6th P.M.

Section 8: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: W $\frac{1}{2}$

Containing 400.00 acres more or less  
Sublette County, Wyoming

199095

RECORDED December 21, 1983 8:00 P.M.  
IN BOOK 69 OF 8 PAGE 698  
FEE \$10.00 *Leif Yake* COUNTY CLERK  
SUBLETTE COUNTY, WYOMING

*W.D. McTigue*

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

58.8108%

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 Seven Percent of 8/8ths

7%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of May, 1982.

ENERGETICS INC., a Colorado corporation

(Assignor's Signature)

102 Inverness Terrace East

(Assignor's Address)

Gene W. Anderson Vice President Land

Englewood

Colorado

80112

(City)

(State)

(Zip Code)

ATTEST: Lou Switzer, Assistant Secretary

Title 18 U.S.C. Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction

THE UNITED STATES OF AMERICA

Assignment approved effective

By

(Authorized Officer)

(Title)

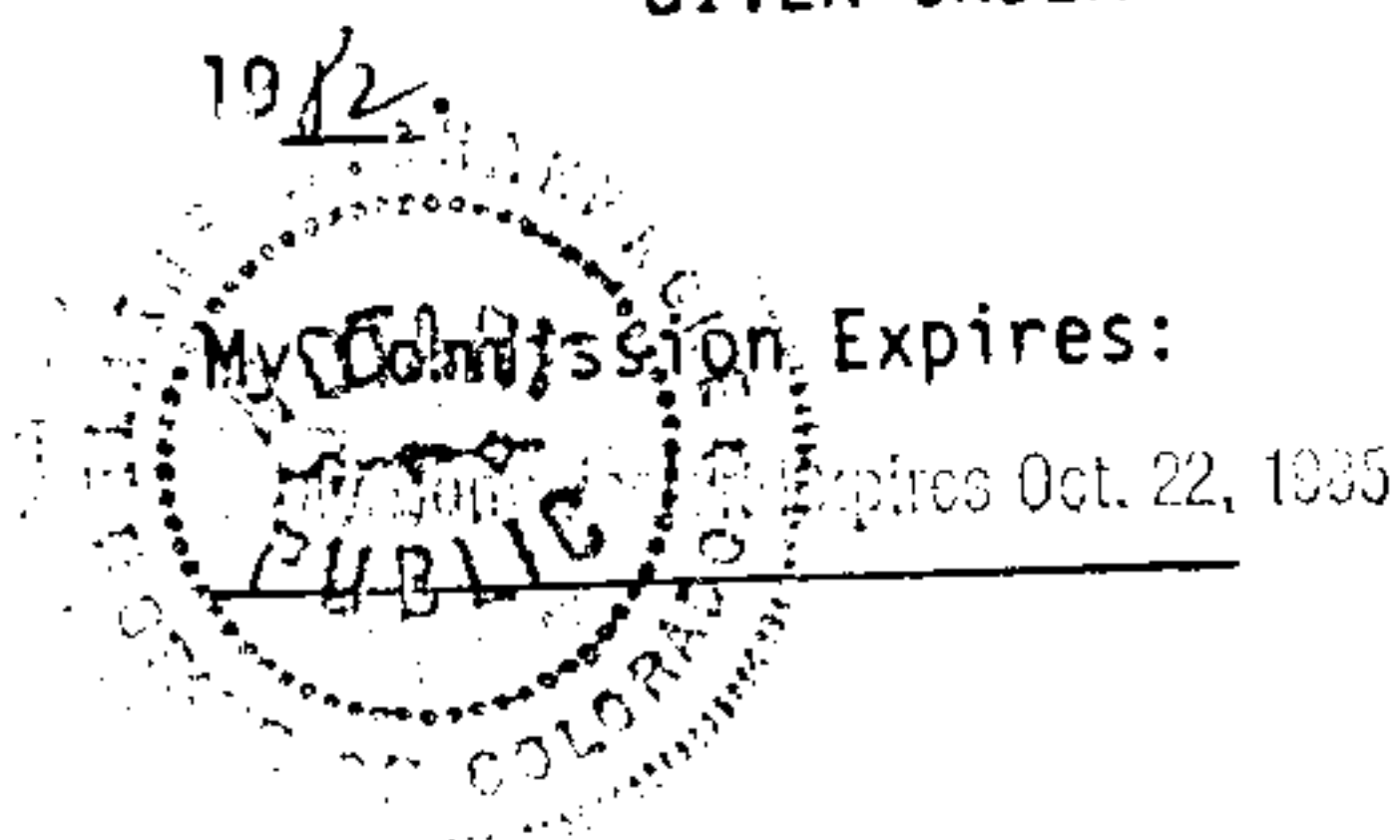
(Date)

1110

STATE OF COLORADO     )  
                                  )  
COUNTY OF ARAPAHOE    )

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of May,



Elaine A. Chappaz  
Notary Public  
102 Inverness Terrace East  
Englewood, Colorado 80112



EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF  
 RECORD TITLE TO OIL AND GAS LEASE SERIAL  
 NUMBER W 68117, DATED May 27, 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-B 1215 Norton Building Seattle, Washington 98104	- an undivided	1.5000%
Burton G. Ross, Trustee Toni Rosen 1978 Trust Doherty, Rumble, Butler, Pa. 3750 I D S Center Minneapolis, Minnesota 55402	- an undivided	.60000%
Boettcher Management Drilling Program P.O. Box 54 Denver, Colorado 80202	- an undivided	7.5000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	- an undivided	4.1250%
Robert L. Mehl Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.3098%
Patrick D. Maher Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.3098%
Energetics 1978 B LTD Partnership 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	5.0000%
D & R Energy-78 530 Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	- an undivided	5.0250%
Jordan R. Smith Energetics, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	2.8912%
Guaranty Energy Group 1978 Transwestern II Building, Suite 200 Post Office Box 31515 Billings, Montana 59107-1515	- an undivided	7.6500%
Energetics 1978 LTD Partnership et al 102 Inverness Terrace East Englewood, Colorado 80112	- an undivided	13.9000%

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)

**Peter J. Farrelly**  
**Suite 2080**  
**1600 Broadway**  
**Denver, CO 80202**

**W 69880**

(Serial Number)

Name  
Street  
City  
State  
Zip Code

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

**T 37 N, R 114 W, 6th Prin Mer**  
**All of Secs 2 & 3 not included in**  
**Oil & Gas Lease W 15345-A**  
**Sec 6: W<sub>1</sub>**  
**7: W<sub>1</sub>**  
**18: W<sub>1</sub>**  
**19: W<sub>1</sub>**  
**30: W<sub>1</sub>**  
**31: W<sub>1</sub>**

U. S. Geological Survey reports lands  
in lease were not within a known  
Geologic Structure on JUL 15 1980

Containing a total of	<b>1804.00</b>	acres	Annual Rental . . . . . \$	<b>1804.00</b>
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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: AUG 1 1980

THE UNITED STATES OF AMERICA

By ACTING *J. L. Speltz*  
(Signature of Signing Officer)

**Chief, Oil &  
Gas Section**

(Title)

JUL 28 1980

(Date)

RECORDED	<i>December 22 1983</i>	<i>11:00 AM</i>
IN BOOK	<i>69004</i>	<i>Page 701</i>
FEES \$	<i>20.25</i>	<i>Land Use</i>
SUBLETTE		CLERY.

*A. Dorothy McTigue*

Claimant



# 702 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 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 310.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plats and reports.**—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log and complete information on all well surveys and tests in form acceptable to or prescribed by the Secretary of the Interior for all wells drilled or the

leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) **Taxes and wages, freedom of purchase.**—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) **Equal Opportunity clause.**—During the performance of this contract the lessee agrees as follows:

(1) **Equal Opportunity clause.**—During the performance of this lease, the lessee agrees as follows:

(i) 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*, 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 of the parties; or (4) destroying, damaging or removing fossils, prehistoric ruins, 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 or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) **Deliver premises in cases of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

## Sec. 3. The lessor reserves:

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) **Monopoly and fair prices.**—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

**Sec. 4. Drilling and producing restrictions.**—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

**Sec. 5. Surrender and termination of lease.**—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

**Sec. 6. Purchase of materials, etc., on termination of lease.**—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period; *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

**Sec. 7. Proceedings in case of default.**—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

**Sec. 8. Heirs and successors-in-interest.**—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

**Sec. 9. Unlawful interest.**—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. sec. 22) and Secs. 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.



### SPECIAL WILDLIFE HABITAT STIPULATION

The lease area contains critical habitat for certain wildlife species. Of paramount concern on this lease area are: moose ~~\_\_\_\_\_~~. Therefore, prior to entry onto the leasehold, the operator will jointly discuss the proposed activities with the Area Oil and Gas Supervisor or his representative, the Forest Supervisor or his representative, and the Wyoming Game and Fish Department. Additional measures may be required to protect the above species and habitat features; these include:

- a. No surface occupancy of selected areas.
- b. Restrictions on season of operation.
- c. Special reclamation techniques and/or requirements.
- d. Restrictions on rate of development and spacing and location of wells.
- e. Special road closure requirements.

## UNSTABLE SOILS SPECIAL STIPULATION

The lands within this leasehold contain unstable/highly erodible soils. Therefore, prior to entry onto the lands, the lessee (operator) will discuss the proposed activities jointly with the Area Oil and Gas Supervisor or his representative and the Forest Supervisor or his representative. Additional measures for the protection of the soils may be required. Such measures may include:

- a. No surface occupancy of selected areas;
- b. Restriction on surface entry during periods of excessive runoff;
- c. Special reclamation techniques;
- d. Special requirements for reserve pits and drilling fluid systems.

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5858), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

- (1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife or pollute streams.
- (2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all swamp holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S. Forest Service, Ogden, Utah, or their authorized representatives.
- (3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.
- (4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.
- (5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.
- (6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



## SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

- (a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or
- (b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

- (a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.
- (b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.
- (c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.
- (d) Within 400 feet of any and all springs within the lease area.
- (e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE \*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of

Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

\* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as

amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483-485); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y-16, Note).



exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

(5) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(11) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(12) To address all matters relating to this stipulation to

at

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(Signature of Lessee)



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Area Oil and Gas Supervisor or  
District Engineer (Address, include zip code)

SURFACE DISTURBANCE STIPULATIONS

Management Agency (name)

REGIONAL FORESTER  
U. S. FOREST SERVICE  
FOREST SERVICE BUILDING  
OGDEN, UT 84400

Address (include zip code)

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

- (a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;
- (b) Types of vehicles that may be used and areas in which they may be used; and
- (c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

- (1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures):
  - (2) implementation of alternative bidding systems authorized for the award of Federal leases;
  - (3) establishment of diligence requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);
  - (4) setting rates of production for Federal leases; and
  - (5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.
-

JOHN J. CHRISTMANN

SUITE 800  
1800 BROADWAY  
LUBBOCK, TEXAS 79401

PHONE A.C. 806 747-4542

June 25, 1982

United States Dept. of Interior  
Bureau of Land Management  
P.O. Box 1825  
Cheyenne, Wyoming 82001

Re: Overriding Royalty Assignment  
W-69874, Sublette Co. Wyo.  
Township 30 North, Range 114 West  
Section 19: Lots 1,2,3,4,  
E $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 20: NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 28: N $\frac{1}{4}$   
Section 29: ALL  
Section 30: N $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 31: E $\frac{1}{2}$ E $\frac{1}{2}$

Containing 1958.80 acres, more or less  
Sublette County, Wyoming

To Whom It May Concern:

The purpose of this letter is to convey an overriding royalty interest, in subject lease, to Stuart and Barbara McKinley of P.O. Box 88, Daniel, Wyoming, 83115.

It should be noted that this letter is accompanying other documents conveying record title interest in subject lease to various parties, and that this assignment of overriding royalty affects only the parties listed below and in the amount so described.

1.6667% overriding royalty assigned to Stuart and Barbara McKinley as follows:

John J. Christmann -	.5%
Flag-Redfern Oil Co. -	.5%
Vernon T. Delgado -	.5%
Sherman H. Norton -	.1667%
	<u>1.6667%</u>

199106

Your cooperation in this matter is greatly appreciated.

RECORDED December 22, 1983 3:00 PM  
IN BOOK 69 Over PAGE 711  
FEES \$ 4.25 Lainy Yake COUNTY CLERK  
SUBLETTE COUNTY, PUEBLO, WYOMING

*Dorothy M. Thorne*

Sincerely,

*John J. Christmann*  
John J. Christmann

JJC/11f  
Encl:

State of: Wyoming)  
County of: Sublette) ss:

The foregoing is a copy of the letter that was acknowledged by John J.

Christmann on the 25th day of June, 19 82.

Witness my hand and official seal.  
My Commission expires: 7-20-85

*Carol V. Krail*  
Notary Public



712  
JOHN J. CHRISTMANN

SUITE 800  
1800 BROADWAY  
LUBBOCK, TEXAS 79401

PHONE A.C. 806 747-4342

June 25, 1982

United States Dept. of Interior  
Bureau of Land Management  
P.O. Box 1825  
Cheyenne, Wyoming 82001

Re: Overriding Royalty Assignment  
W-69890, Sublette Co., Wyo.  
Township 30 North, Range 115 West

Section 14: NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 22: W $\frac{1}{2}$   
Section 27: W $\frac{1}{2}$   
Section 34: ALL  
Section 36: Lots 1,2,3,4  
W $\frac{1}{2}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$   
Sublette Co., Wyoming  
Containing 2155.20 ac.  
More or Less

To Whom It May Concern:

The purpose of this letter is to convey an overriding royalty interest, in subject lease, to Stuart and Barbara McKinley of P.O. Box 88, Daniel, Wyoming, 83115.

It should be noted that this letter is accompanying other documents conveying record title interest in subject lease to various parties, and that this assignment of overriding royalty affects only the parties listed below and in the amount so described.

1.5625% overriding royalty assigned to Stuart and Barbara McKinley as follows:

John J. Christmann -	.46875%
Flag-Redfern Oil Co. -	.46875%
Vernon T. Delgado -	.46875%
Sherman H. Norton -	.15625%
	<u>1.5625%</u>

199107

Your cooperation is greatly appreciated.

RECORDED	<u>December 22, 1983</u>	<u>3:00PM</u>
IN BOOK	<u>69 Dvt</u>	PAGE <u>712</u>
FEE \$	<u>4.00</u>	COUNTY OF <u>Sublette</u>
SUBLETTE COUNTY, PINEDALE, WYOMING		

Sincerely,

John J. Christmann  
John J. Christmann

JJC/11f

Encl:

Dorothy M. Stine

State of: Wyoming )

County of: Sublette ) SS:

The foregoing is a copy of the letter that was acknowledged by John J.

Christmann on the 25th day of June, 1982.

Witness my hand and official seal.

My Commission expires: 7-20-85

Lara V. Trail  
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-74330

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann, Flag-Redfern Oil Co.,  
Vernon T. Delgado, and Sherman H. Norton

, Assignor (whether one or more) for the sum of TEN  
DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the  
receipt of which is hereby acknowledged, does hereby convey, transfer, assign and  
deliver without warranty, express or implied, overriding royalty unto the following  
parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	1.66%

To be broken down as follows:  
John J. Christmann .498  
Flag-Redfern Oil Co. .498  
Vernon T. Delgado .498  
Sherman H. Norton .166

Being in all a total of an undivided 1.66% 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. 30N., R.115W, 6th P.M.  
Sec. 3: Lots 3, 4, S/2 NW/4, SW/4

Containing 323.95 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared  
John J. Christmann, the signor of the above instrument,  
who duly acknowledged to me that (he)(she) executed the same.

*Sharon Leach*  
Notary Public

Residing in: Lubbock, Texas

My commission expires:

5/11/87

**199108**

RECORDED December 22 1983 3:00 PM  
IN BOOK 69 PAGE 713  
FEES \$ 4.00 *Levi J. Yeh* COUNTY CLERK  
SUBLETTE COUNTY, PINDEALE, WYOMING  
*Dorothy M. Thure*

## ASSIGNMENT OF OVERRIDING ROYALTY

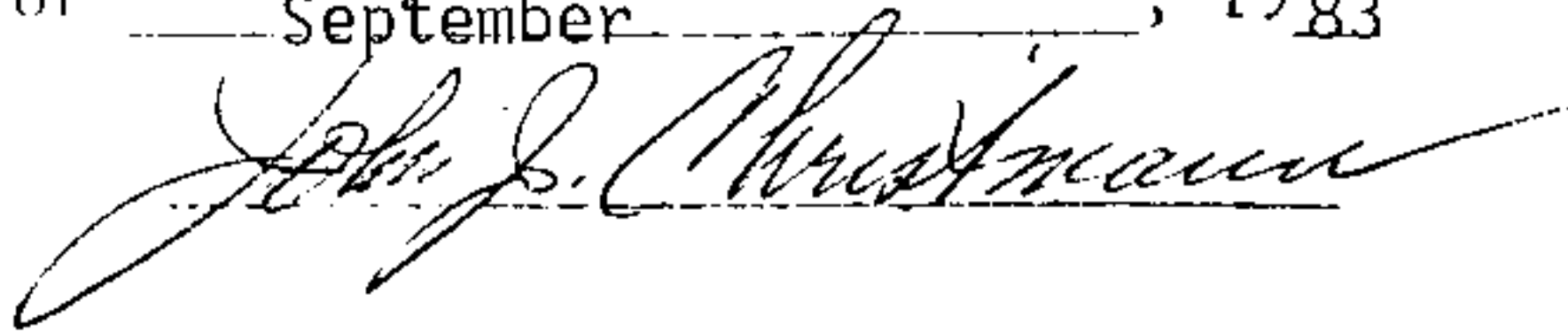
Lease Serial # W-67196Bureau of Land Management  
Cheyenne, WyomingKNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

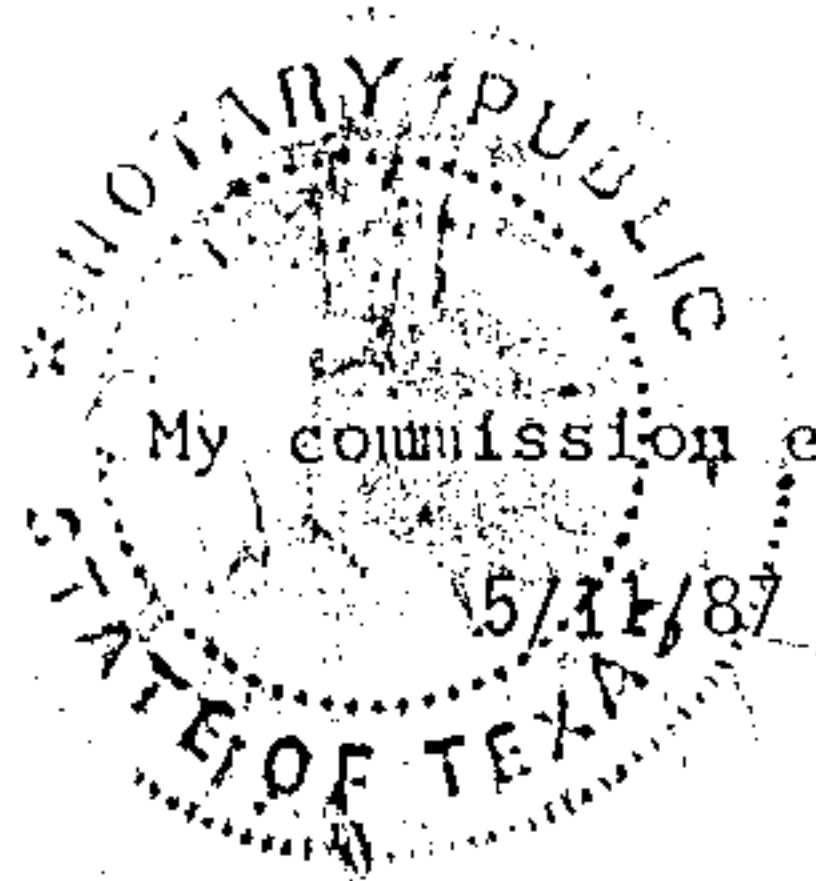
NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	2.5%

Being in all a total of an undivided 2.5% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T.29N., R.115W, 6th P.M.  
Sec. 1: All  
Sec. 2: All  
Sec. 11: E/2, E/2 W/2

Containing 1760 acres, more or less.WITNESS our hands this 22nd day of September, 1983

STATE OF TexasCOUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

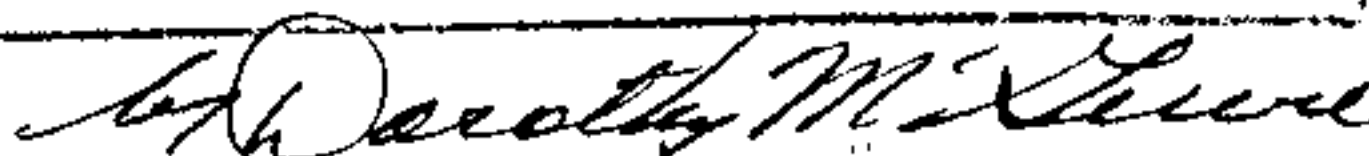
  
Notary Public


My commission expires:

199109

Residing in: Lubbock, Texas

RECORDED	<u>December 22, 1983 3:00PM</u>
IN BOOK	<u>69</u> <u>Det</u> <u>714</u>
FEES \$	<u>4.00</u> <u>Laird Yule</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	





ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-80232

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	2.5%

Being in all a total of an undivided 2.5% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T.29N., R.115W, 6th P.M.  
Sec. 14: S/2, NE/4, E/2 NW/4

Containing 560 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*

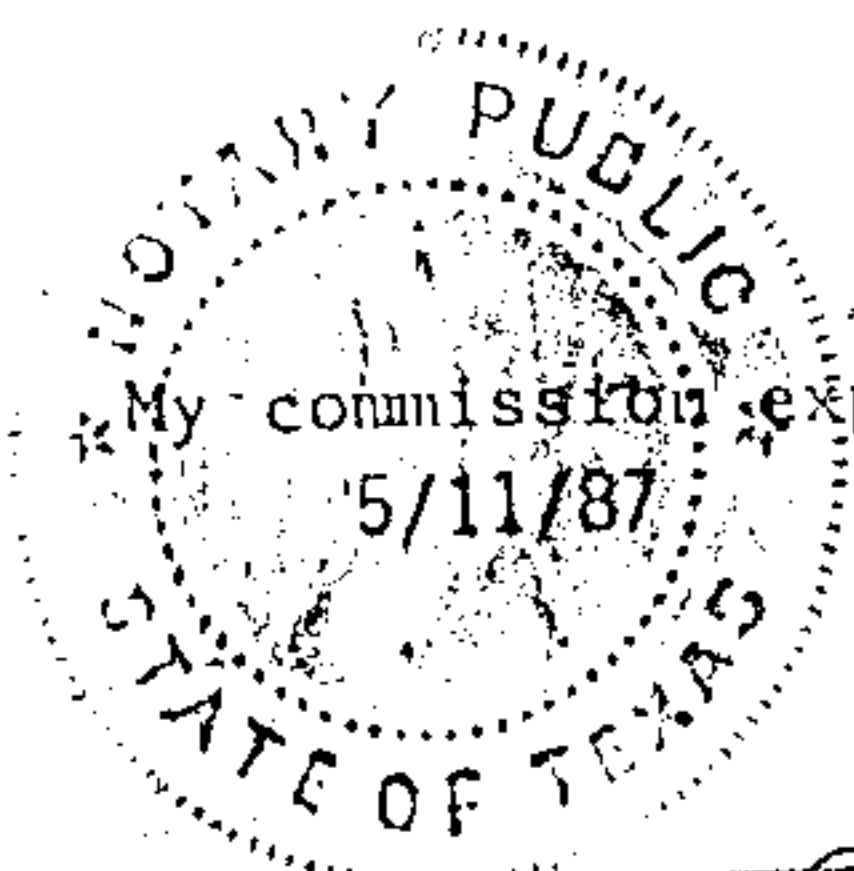
STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Roach*  
Notary Public

Residing in: Lubbock, Texas



199110

RECORDED December 22 1983 3:20PM  
IN BOOK 69 PAGE 715  
FEES \$ 4.00 COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy McElwaine*

716  
ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-67197

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T-30-N, R-115-W  
Sec. 13: NW/4, S/2 SW/4  
Sec. 14: SW/4  
Sec. 23: NW/4  
Sec. 24: NW/4, S/2 SW/4  
Sec. 25: Lots 1, 3, 4, W/2 NE/4, SW/4, W/2 SE/4

Containing 1229.97 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*

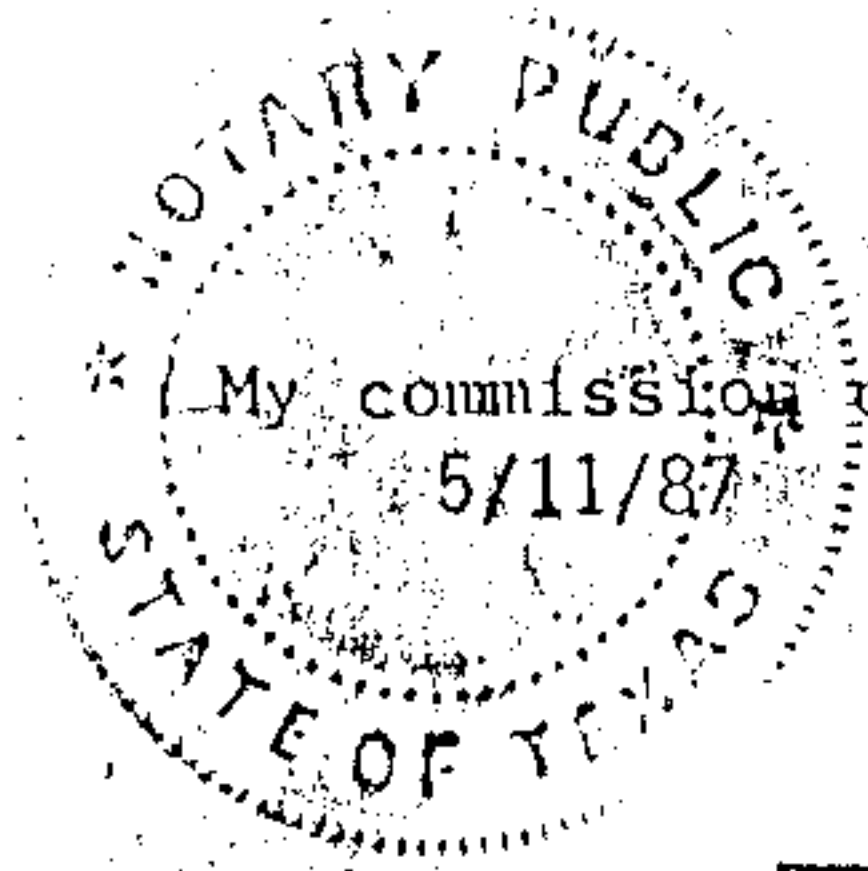
STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Rack*  
Notary Public

Residing in: Lubbock, Texas



199111

RECORDED	<u>December 22 1983 3:00 PM</u>
IN BOOK	<u>69 Over</u> PAGE <u>716</u>
FEES \$	<u>4.00</u> <i>Linda Yaki</i> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

*Dorothy M. Shive*

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial #            Fee           

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Said overriding royalty applies to that certain Oil & Gas lease dated April 27, 1981, Cross Lazy Two Land and Livestock, lessor, and John J. Christmann, leasee and recorded in the Sublette County Courthouse in Book 61 O & G on Page 484

Being in all a total of an undivided 5.0% 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.30N.,R.114W, 6th P.M.  
 Sec. 10: SE/4 SE/4

Containing 40.0 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*  
 \_\_\_\_\_

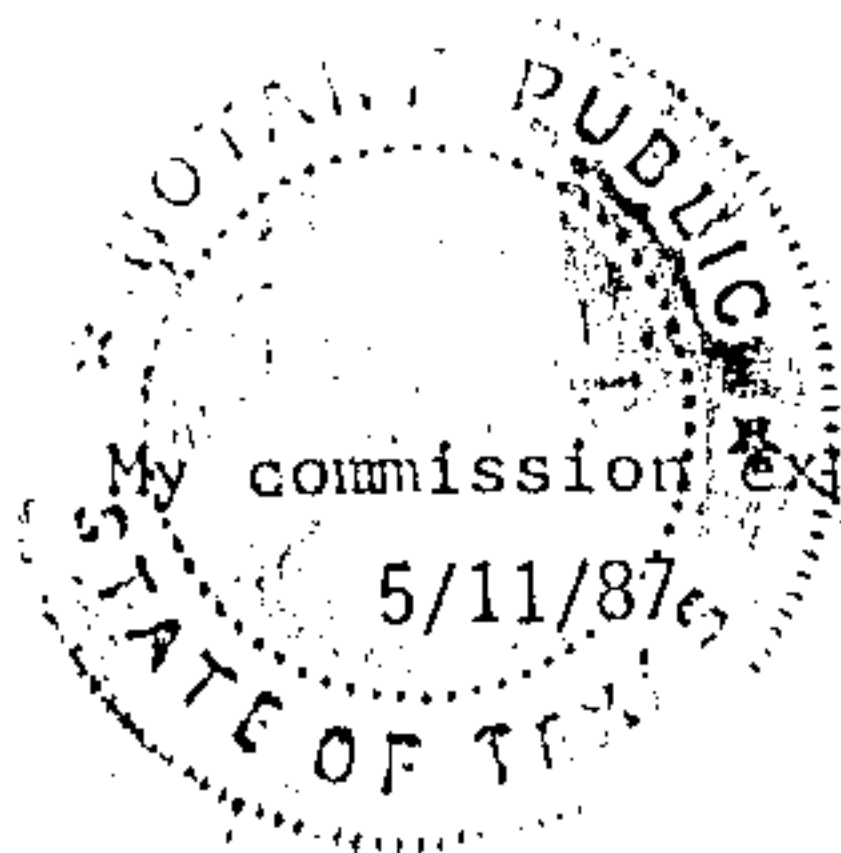
STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Haron Loach*  
 \_\_\_\_\_  
 Notary Public

Residing in: Lubbock, Texas



**199112**

RECORDED December 22 1983 3:00 PM  
 IN BOOK 69 Dist PAGE 717  
 FEES \$ 4.00 *Lainy Yahr* COUNTY CLERK  
 SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Thier*



## ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # Fee

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXXXXXX

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming	5.0%

Said overriding royalty applies to that certain Oil & Gas lease dated April 27, 1981, Between Francis M. Johnson lessor, and John J. Christmann leasee and recorded in Sublette County Courthouse in book 61 O&G on page 482

Being in all a total of an undivided 5.0% 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.30N., R.114W., 6th P.M.  
 Sec. 10: SE/4 SE/4

Containing 40 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*

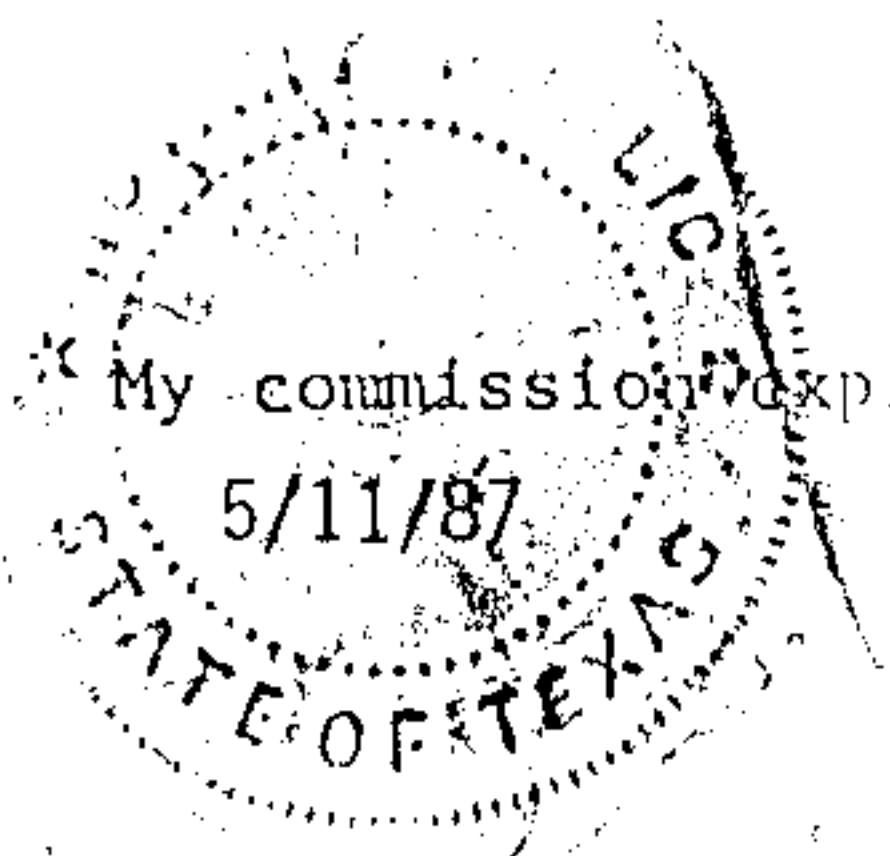
STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Roach*  
 Notary Public

Residing in: Lubbock, Texas



199113

RECORDED December 22 1983 3:00 PM  
 IN BOOK 69 PAGE 718  
 FEES \$ 4.00 *Leif Yaki* COUNTY CLERK  
 SUBLETTE COUNTY, PINEDALE, WYOMING

*Dorothy M. Shive*

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial #      Fee     

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Said overriding royalty applies to that certain oil & gas lease dated May 6, 1980 between James P. and Evelyn M. Walker lessors and John J. Christmann leasee, and recorded in the Sublette County Courthouse in book 59 O&G on page 155.

Being in all a total of an undivided 5.0% 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. 30N., R 114W, 6th P.M.  
Sec. 8: S/2 NW/4, NE/4 SW/4, NW/4 SE/4

Containing 160 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

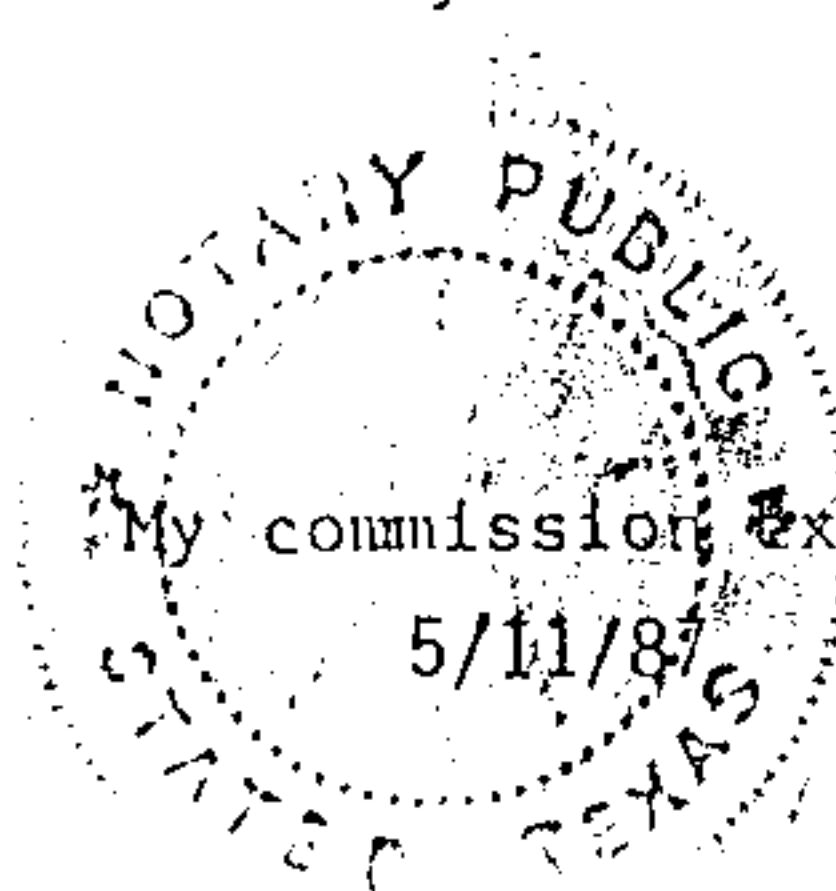
*John J. Christmann*  
\_\_\_\_\_

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Lack*  
\_\_\_\_\_  
Notary Public



My commission expires: 199114

Residing in: Lubbock, Texas

RECORDED	<u>December 22 1983 3:00PM</u>
IN BOOK	<u>69 Oct</u> PAGE <u>719</u>
FEE \$ <u>4.00</u>	<u>Larry York</u> COUNTY CLERK
SUBLETTE COUNTY, RINEDALE, WYOMING	

*Dorothy McKinley*

## ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-64243

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	2.5%

Being in all a total of an undivided 2.5% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T. 30N., R.113W, 5th P.M.  
Sec. 7: E/2 SE/4  
Sec. 18: NE/4 NE/4

Containing 120 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

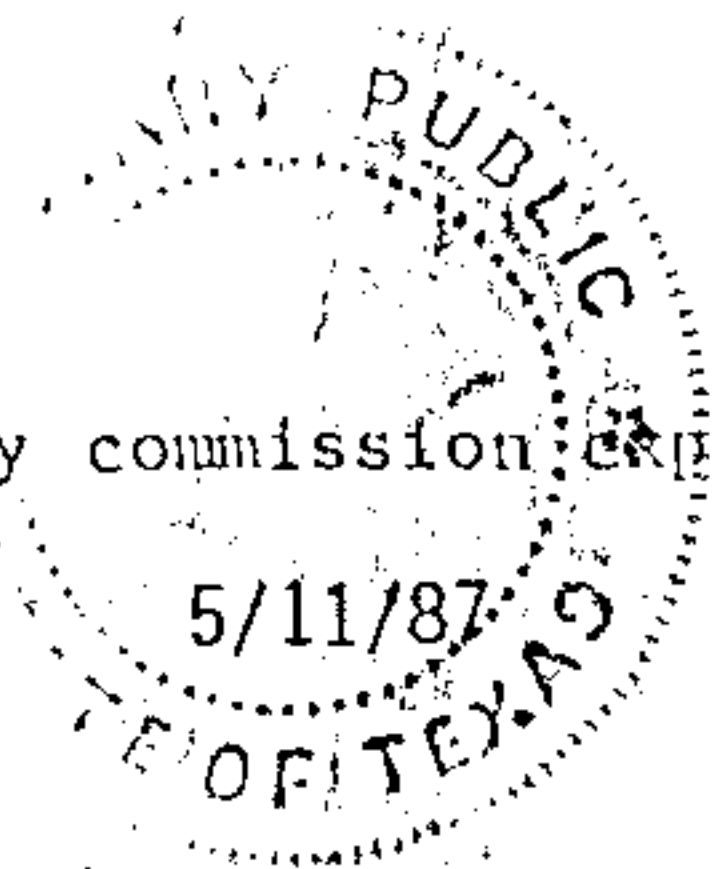
On the 22nd day of September, 19 83 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Loach*  
Notary Public

My commission expires:

199115

Residing in: Lubbock, Texas



RECORDED	<u>December 22 1983 3:00 PM</u>
IN BOOK	<u>69</u> PAGE <u>720</u>
FEES \$	<u>4.00</u>
SUBLETTE COUNTY, RINEDALE, WYOMING	

*Dorothy M. Stone*



ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-64904

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P.O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

Township 30 North, Range 113 West, 6th P.M.  
Sec. 7: Lots 1, 2, 3, 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
Sec. 18: Lots 1, 2, 3, 4, W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ , SE $\frac{1}{4}$   
Sec. 19: Lots 1, 2, 3, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

Containing 1599.05 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*

STATE OF Texas

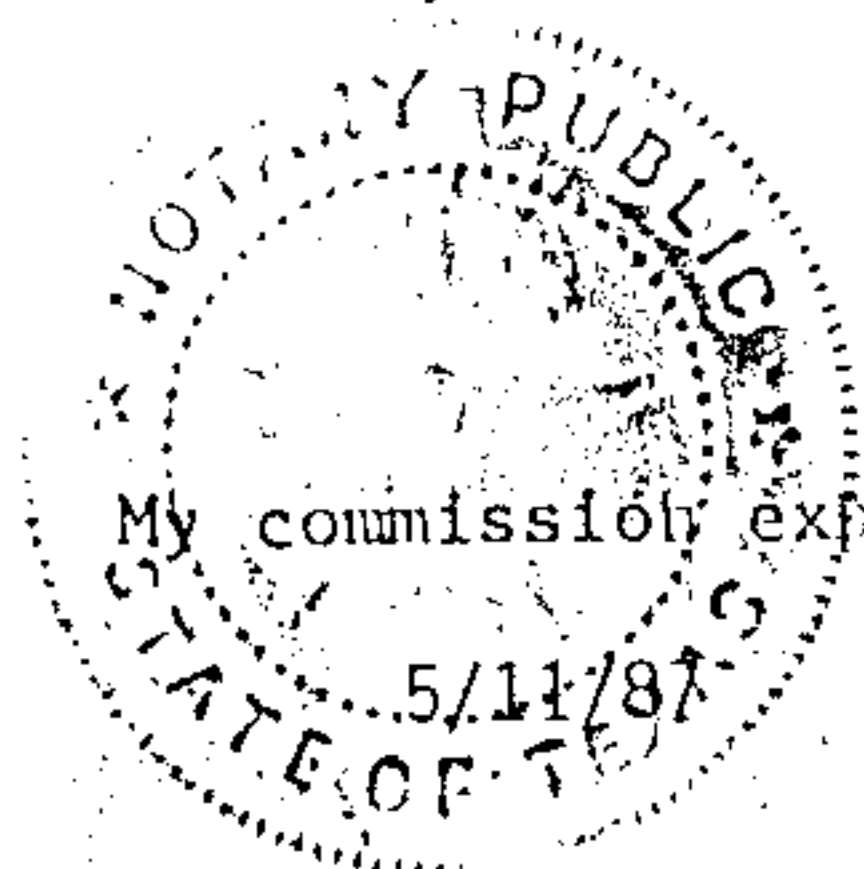
COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Roach*  
Notary Public

**199116**

Residing in: Lubbock, Texas



RECORDED	<u>December 22, 1983 3:00 PM</u>
IN BOOK	<u>69 Pg 4</u>
FEE \$	<u>4.00</u>
SUBLETTE COUNTY, PINNACLE, WYOMING	

*Dorothy M. Shreve*

## ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-72857

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann et al  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Overriding Royalty divided as follows:

John J. Christmann	1.5%
Flag Redfern Oil Co.	1.5%
Vernon T. Delgado	1.5%
Sherman H. Norton	0.5%

Being in all a total of an undivided 5.0% 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. 30N., R. 113W, 6th P.M.  
Sec. 5: SE/4 SE/4

Containing 40 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 19 83, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

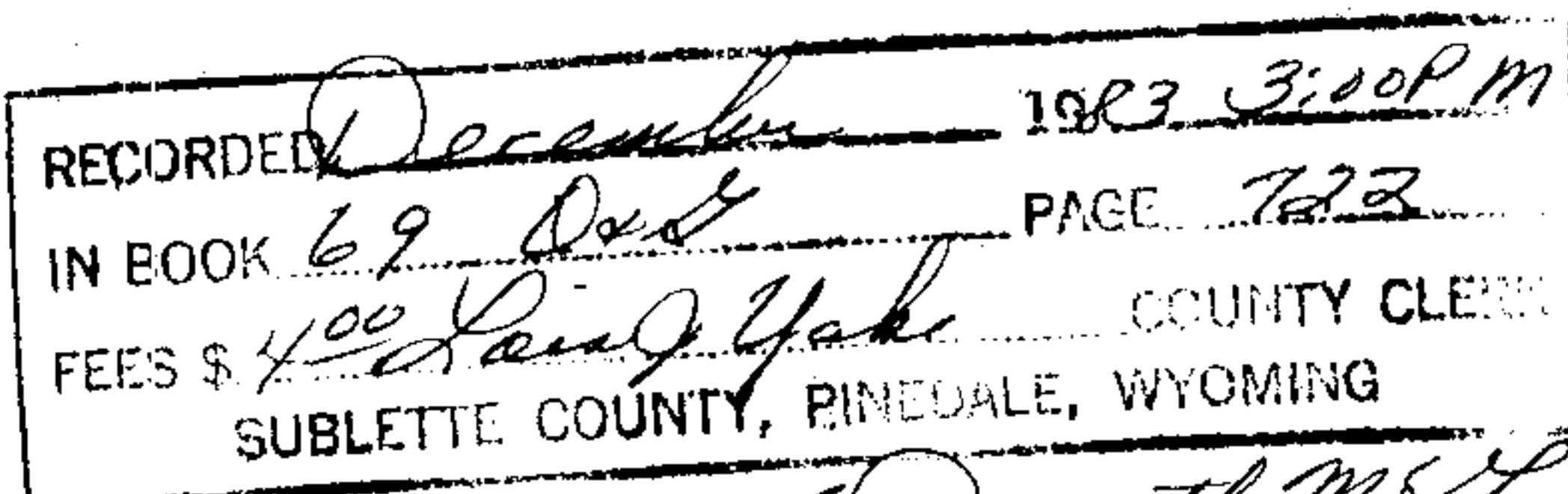
*Sharon Roach*  
Notary Public

199117

Residing in: Lubbock, Texas



My commission expires:



*Dorothy M. Quinn*

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-72869

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann et al  
1500 Broadway, Suite 800 Lubbock, Texas 79401  
, Assignor (whether one or more) for the sum of TEN  
DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the  
receipt of which is hereby acknowledged, does hereby convey, transfer, assign and  
deliver without warranty, express or implied, overriding royalty unto the following  
parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	2.5%

Overriding Royalty divided as follows:  
 John J. Christmann           0.75%  
 Flag Redfern Oil Co.       0.75%  
 Vernon T. Delgado         0.75%  
 Sherman H. Norton         0.25%

Being in all a total of an undivided 2.5% overriding royalty  
on all of the oil, gas and other hydrocarbon substances that may be produced, saved,  
and marketed from the following described lands situated in Sublette County  
State of Wyoming, under the above-designated oil and gas lease and any extension or  
renewal thereof, to wit:

T.30N., R114W, 6th P.M.  
Sec.11: NW/4

Containing 160 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*

STATE OF Texas

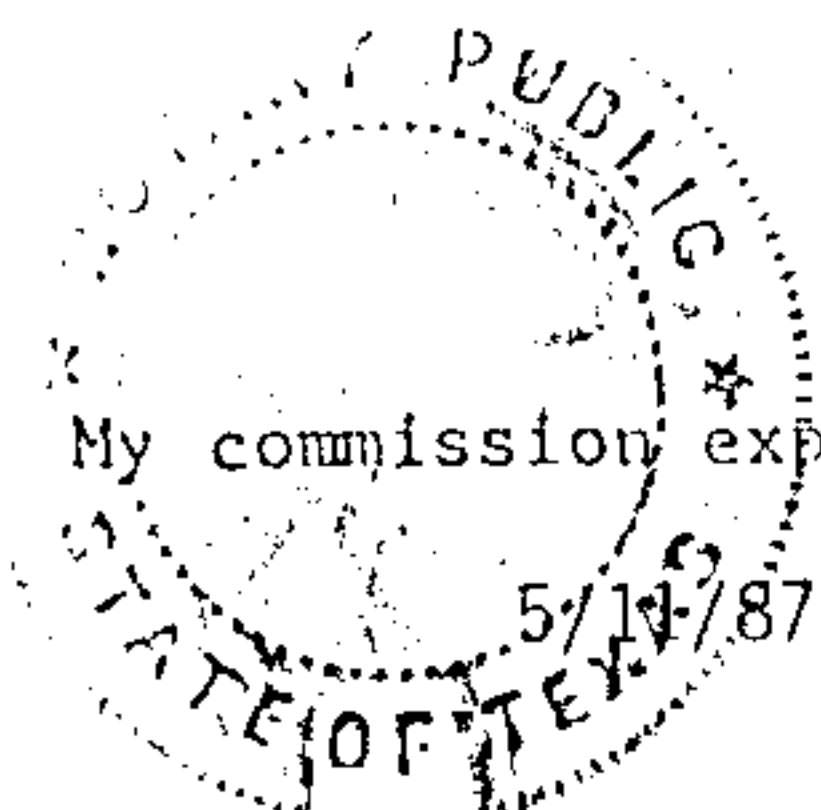
COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared  
John J. Christmann, the signor of the above instrument,  
who duly acknowledged to me that (he)(she) executed the same.

*Shawn Road*  
Notary Public

199113

Residing in: Lubbock, Texas



RECORDED	<u>December 22</u>	<u>1983</u>	<u>3:00PM</u>
IN BOOK	<u>69</u>	<u>Dr S</u>	PAGE <u>723</u>
FEES \$	<u>4.00</u>	<u>Linda York</u>	COUNTY CLERK
SUBLETTE COUNTY, PINNACLE, WYOMING			

*Donna M. Elmer*



## ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-72878Bureau of Land Management  
Cheyenne, WyomingKNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	1.66

Being in all a total of an undivided 1.66% 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.30N., R115W., 6th P.M.

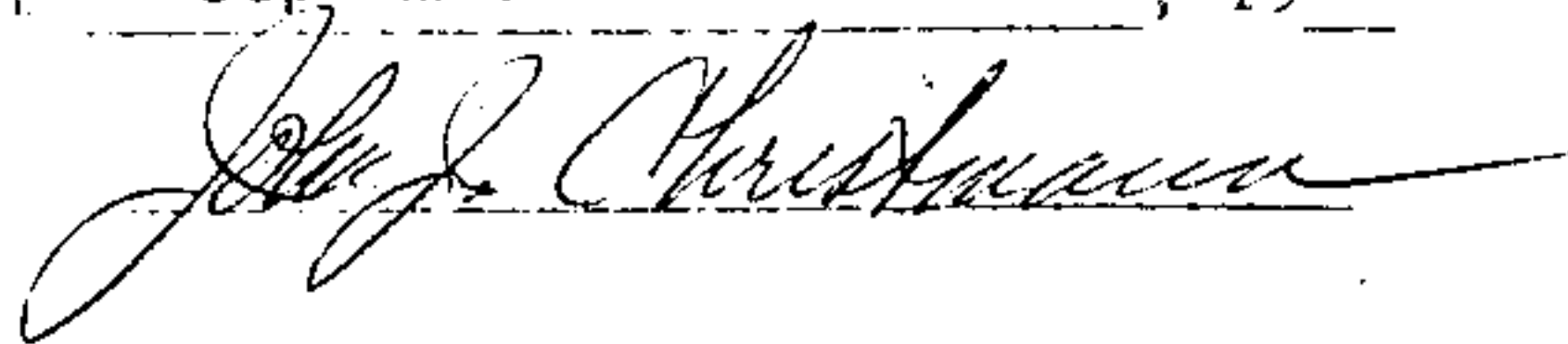
Sec. 16: All

Sec. 20: All

Sec. 21: All

Sec. 29: All

Sec. 33: All

Containing 3200 acres, more or less.WITNESS our hands this 22nd day of September, 19 83

STATE OF TexasCOUNTY OF Lubbock

On the 22nd day of September, 19 83 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.



Notary Public

Residing in: Lubbock, Texas

109119

My commission expires:

RECORDED December 22 1983 3:00 PM  
IN BOOK 69 PAGE 724  
FEES \$ 4.00 Leidy Yeh COUNTY CLERK  
SUBLETTE COUNTY, PINE HOLE, WYOMING



ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-52408

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% 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. 30N., R.115W, 6th P.M.  
Sec. 25: NW/4

Containing 160 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 19 83 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Leach*  
Notary Public

139129

My commission expires:

Residing in: Lubbock, Texas



RECORDED	<u>December 22</u>	<u>1983 3:00PM</u>
IN BOOK	<u>69</u>	PAGE <u>725</u>
FEE \$	<u>4.00</u>	COUNTY CLERK
SUBLETTE COUNTY, RINDALE, WYOMING		

*Dorothy M. Steiner*

## ASSIGNMENT OF OVERRIDING ROYALTY

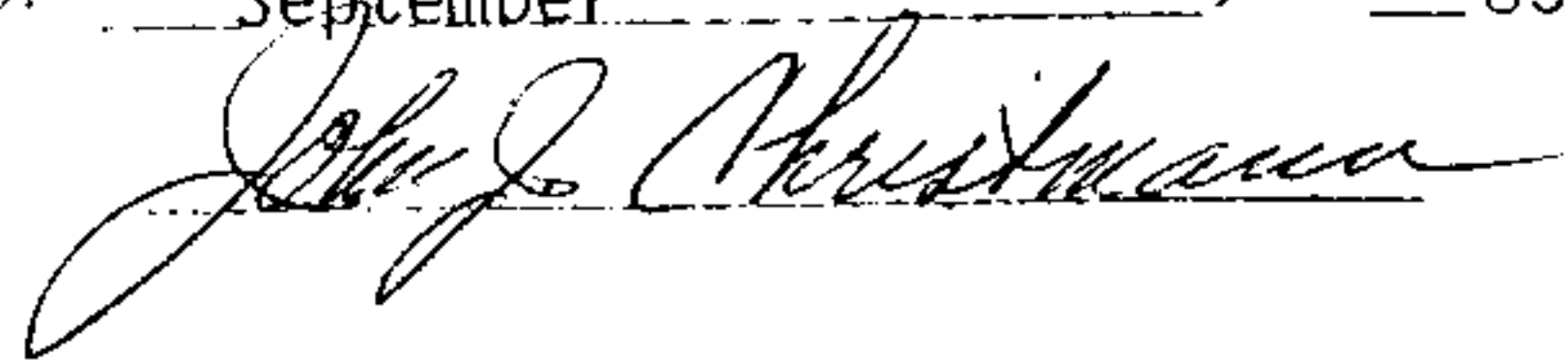
Lease Serial # W-69888Bureau of Land Management  
Cheyenne, WyomingKNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

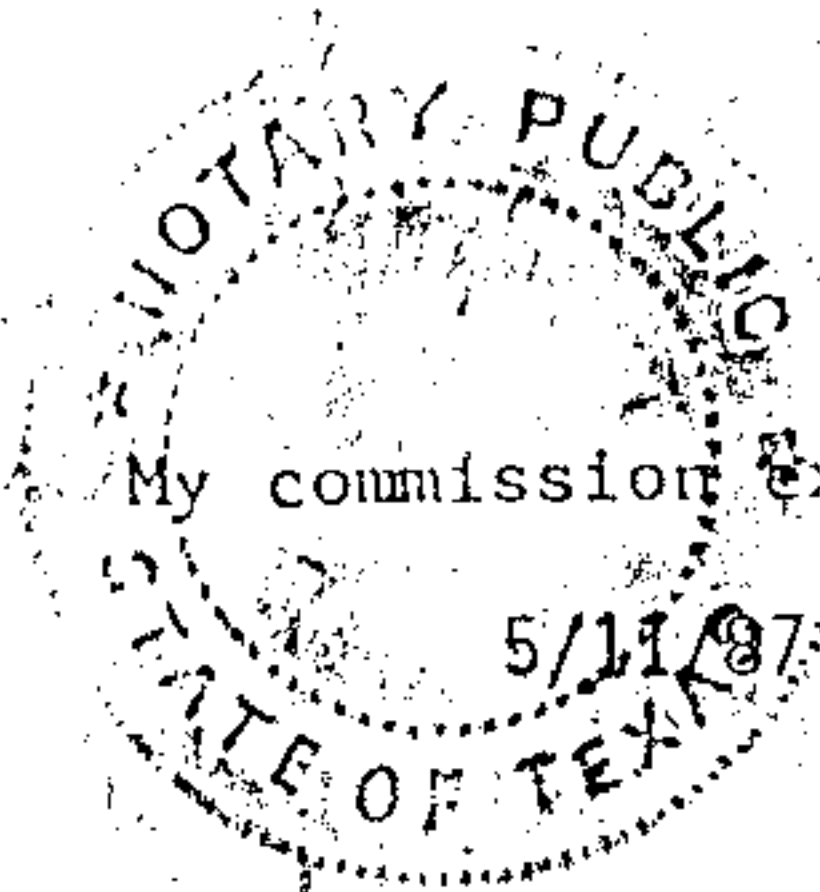
NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% 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 30N, R.115W, 6th Prin Mer	Sec 15: E $\frac{1}{2}$
Sec 2: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{4}$	Sec 22: E $\frac{1}{2}$
Sec 3: SE $\frac{1}{4}$	Sec 23: SW $\frac{1}{4}$
Sec 10: W $\frac{1}{2}$ SE $\frac{1}{4}$	Sec 26: NW $\frac{1}{4}$
Sec 11: W $\frac{1}{2}$ , SE $\frac{1}{4}$	T 31 N, R115W
	Sec 35: NE $\frac{1}{4}$

Containing 2324.04 acres, more or less.WITNESS our hands this 22nd day of September, 1983

STATE OF TexasCOUNTY OF Lubbock

On the 22nd day of September, 1983 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.



199126


  
Notary Public
Residing in: Lubbock, Texas

My commission expires:

RECORDED	<u>December 22</u>	<u>1983</u>	<u>3:00 PM</u>
IN BOOK	<u>69</u>	<u>Dist</u>	PAGE <u>726</u>
FEE \$	<u>4.00</u>	<u>Land</u>	COUNTY CLERK
SUBLETTE COUNTY, RINDALE, WYOMING			





Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401  
, Assignor (whether one or more) for the sum of TEN  
DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the  
receipt of which is hereby acknowledged, does hereby convey, transfer, assign and  
deliver without warranty, express or implied, overriding royalty unto the following  
parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% 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. 30N., R.114W

Sec. 5:  $W\frac{1}{2}SE\frac{1}{4}$

Sec. 7: Lots 3, 4,  $NE\frac{1}{4}$ ,  $S\frac{1}{2}SE\frac{1}{4}$

Sec. 8:  $NE\frac{1}{4}$ ,  $N\frac{1}{2}NW\frac{1}{4}$ ,  $W\frac{1}{2}SW\frac{1}{4}$ ,  $SE\frac{1}{4}SW\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$

Sec. 17:  $N\frac{1}{2}$ ,  $SE\frac{1}{4}$

Sec 18: Lots 1, 2, 3, 4,  $E\frac{1}{2}$ ,  $E\frac{1}{2}W\frac{1}{2}$

Sec 19:  $N\frac{1}{2}NE\frac{1}{4}$ ,  $SE\frac{1}{4}NE\frac{1}{4}$ ,  $E\frac{1}{2}NW\frac{1}{4}$

Sec.20:  $NE\frac{1}{4}$ ,  $NE\frac{1}{4}SE\frac{1}{4}$

Sublette County, Wyoming

Containing 2315.2 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

John J. Christmann

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared  
John J. Christmann, the signor of the above instrument,  
who duly acknowledged to me that (he)(she) executed the same.

Sharon Roach  
Notary Public

Residing in: Lubbock, Texas

199122

My commission expires:

5/11/87

RECORDED December 22 1983 3:20 PM  
IN BOOK 69 047 PAGE 227  
FEES 4.00 Lain & Yake COUNTY CLERK  
SUBLETTE COUNTY, BIN LALE, WYOMING

Dorothy M. Elmer

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # Fee

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN  
DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the  
receipt of which is hereby acknowledged, does hereby convey, transfer, assign and  
deliver without warranty, express or implied, overriding royalty unto the following  
parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% 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.30N., R.113W, 6th P.M.  
Sec. 19: Lot 4  
Sec. 30: Lots 1, 2, 3, E/2 NW/4, NE/4 SW/4, W/2 E/2

Containing 455.34 acres, more or less.

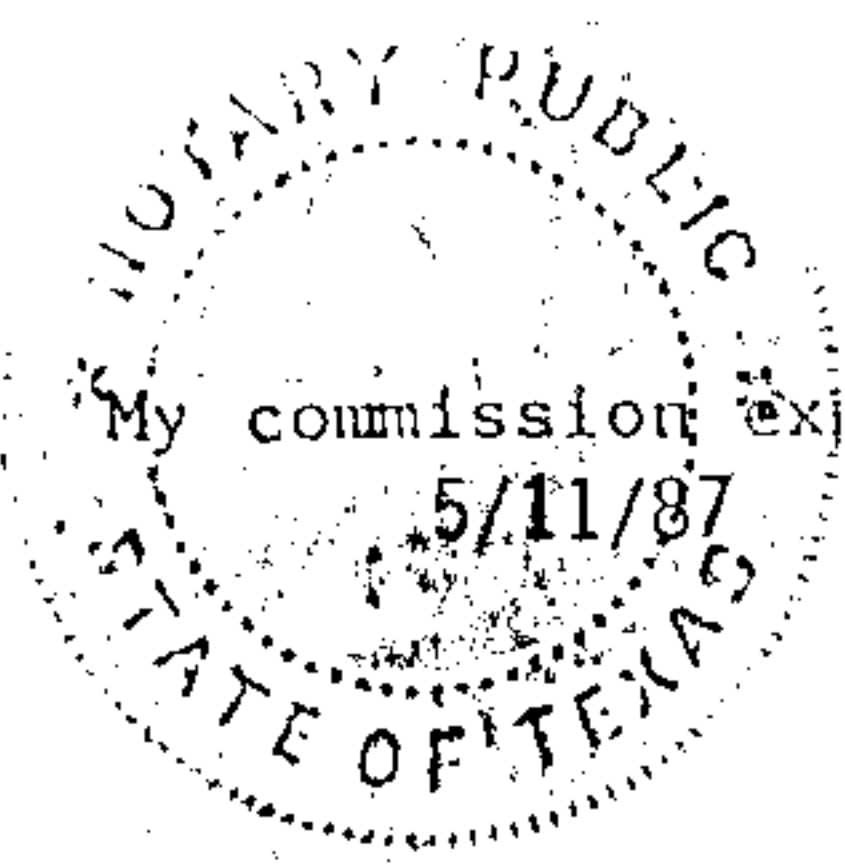
WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 19 83 before me personally appeared  
John J. Christmann, the signor of the above instrument,  
who duly acknowledged to me that (he)(she) executed the same.



139123

*Sharon Loach*  
Notary Public

Residing in: Lubbock, Texas

RECORDED December 22 1983 3:00PM  
IN BOOK 69 DEED PAGE 728  
FEES \$4.00  
SUBLETTE COUNTY, WYOMING  
*Dorothy M. Thorne*

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # 77-116

Commissioner of Public Lands  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
 Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

<u>NAME</u>	<u>ADDRESS</u>	<u>PER CENT</u>
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% 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.30N., R. 114W, 6th P.M.  
 Sec. 36: W/2

Containing 320 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

**199124**

*Sharon Roach*  
 Notary Public

My commission expires:

Residing in: Lubbock, Texas



RECORDED December 22 1983 3:00 PM  
 IN BOOK 69 De 8 PAGE 729  
 FEES \$ 4.00 *Linda York* COUNTY CLERK  
 SUBLETTE COUNTY, PINEDALE, WYOMING

*Wendy M. Thune*



## ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-76444

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Lincoln County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T.26N., R.114W, 6th P.M.  
Sec. 35: W/2 SW/4

Containing 80.0 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

199125

*Sharon Roach*  
Notary Public

Residing in: Lubbock, Texas

My commission expires:



RECORDED December 22, 1983 3:00 PM  
IN BOOK 69 D & S PAGE 730  
FEES \$ 4.00 Larry Yarb COUNTY CLERK  
SUBLETTE COUNTY, BINEDALE, WYOMING

*Larry Yarb*

*not Sublette Co*

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway Suite 800, Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	1.66%

Being in all a total of an undivided 1.66% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Lincoln & Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T.29N., R.115W, 6th Prin Mer  
Sec 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$   
Sec 20: W $\frac{1}{2}$   
Sec 29: W $\frac{1}{2}$   
Sec 30: Lots 1, 2, 3, 4, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

T.29N, R.116W, 6th Prin Mer  
Sec 24: All

County: Sublette, Lincoln  
Lincoln - 640.00 ac.  
Sublette - 1769.12 ac.

Containing 2409.12 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

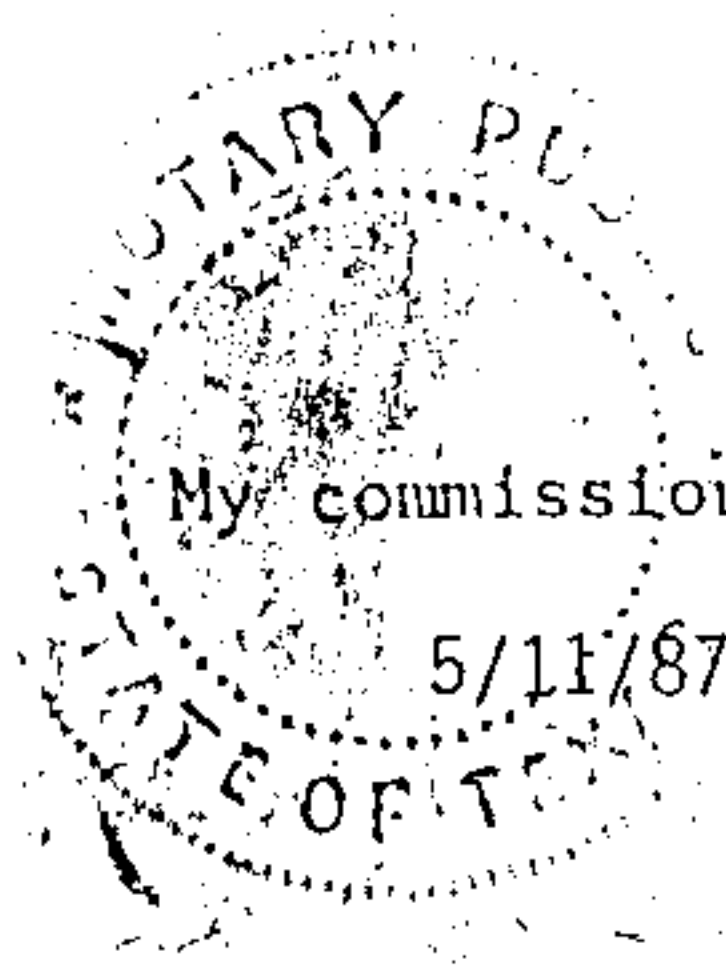
On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

199126

*Sharon Road*  
Notary Public

My commission expires:

Residing in: Lubbock, Texas



RECORDED	<u>December 22 1983 3:00 PM</u>
IN BOOK	<u>69 Oct</u> PAGE <u>731</u>
FEES \$	<u>4.00</u> <i>Leid Yake</i>
SUBLETTE COUNTY, WYOMING	

*Barth M. Thine*

## ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-82343

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart and Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	2.5%

Being in all a total of an undivided 2.5% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T.30N., R113W, 6th P.M.  
Sec. 5: N/2 SE/4, SW/4 SE/4  
Sec. 7: NE/4

Containing 280 acres, more or less.

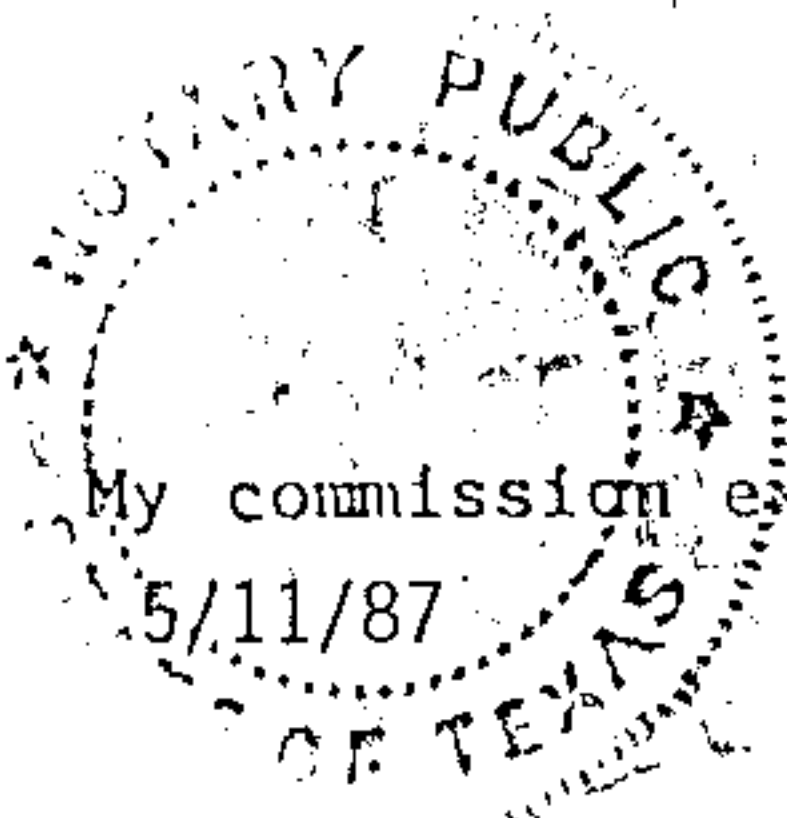
WITNESS our hands this 22nd day of September, 19 83

John J. Christmann

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.



199127

Sharon Leach  
Notary Public

My commission expires:

Residing in: Lubbock, Texas

RECORDED	<u>December 22 1983 3:00PM</u>
IN BOOK	<u>69 Dist</u> PAGE <u>732</u>
FEES \$	<u>4.00</u> <u>Leach</u> COUNTY CLERK
SUBLETTE COUNTY, PINDEALE, WYOMING	

Dorothy M. Stueve



Commissioner of Public Lands  
~~State of Wyoming~~  
 Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged; does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Being in all a total of an undivided 5.0% 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.30N., R.114W., 6 P.M.  
 Sec 36: E/2

Containing 320 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

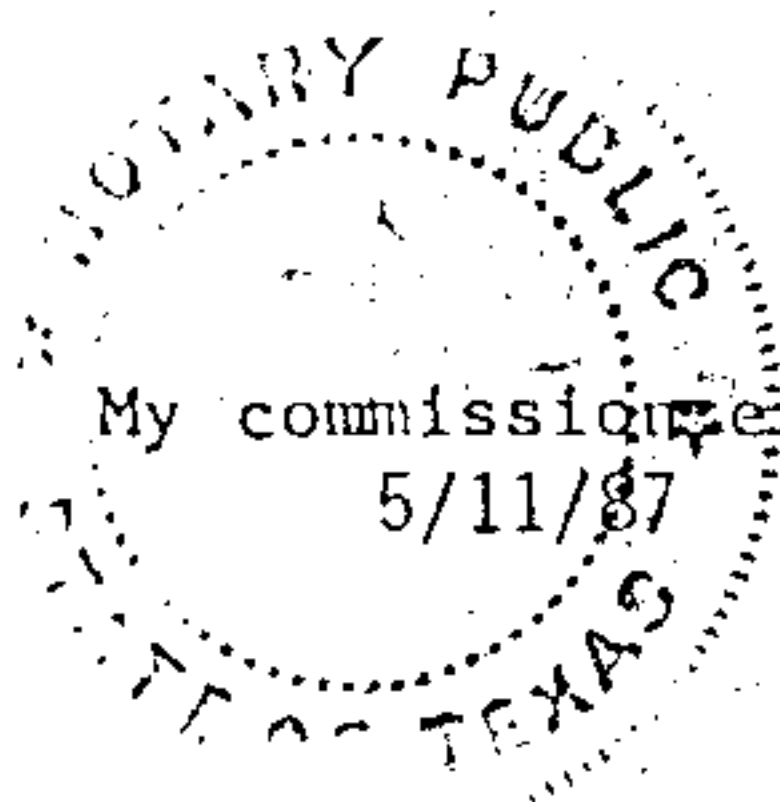
STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 19 83, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

*Sharon Roach*  
 Notary Public

199123



My commission expires:  
 5/11/87

Residing in: Lubbock, Texas

RECORDED	<u>December 22 1983 3:00PM</u>
IN BOOK	<u>69</u> PAGE <u>733</u>
FEE \$	<u>4.00</u>
SUBLETTE COUNTY, WYOMING	

*Dorothy M. Shive*

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # 82-0032

Commissioner of Public Lands  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann et al  
1500 Broadway, Suite 800 Lubbock, Texas 79401  
, Assignor (whether one or more) for the sum of TEN  
DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the  
receipt of which is hereby acknowledged, does hereby convey, transfer, assign and  
deliver without warranty, express or implied, overriding royalty unto the following  
parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	1.66%

Overriding royalty divided as follows:  
John J. Christmann .498%  
Flag Redfern Oil Co. .498%  
Vernon T. Delgado .498%  
Sherman H. Norton .166%

Being in all a total of an undivided 1.66% 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. 31N., R. 114W., 6th P.M.  
Sec. 36: W/2

Containing 320 acres, more or less.

WITNESS our hands this 22nd day of September, 1983

John J. Christmann

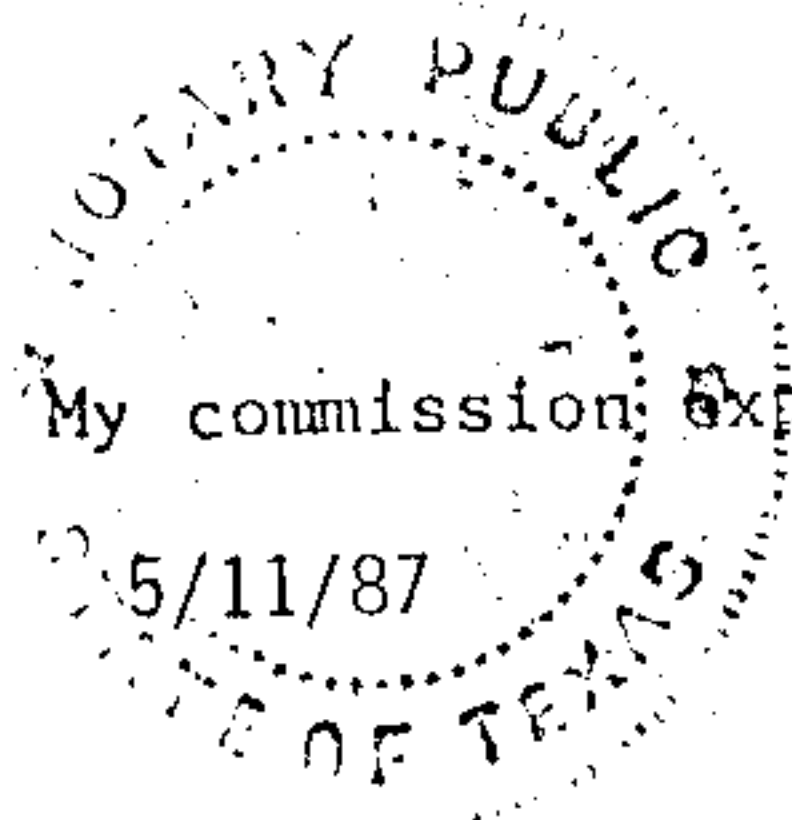
STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983 before me personally appeared  
John J. Christmann, the signor of the above instrument,  
who duly acknowledged to me that (he)(she) executed the same.

Sharon Roach  
Notary Public

Residing in: Lubbock, Texas



199129

RECORDED December 22 1983 3:20 PM  
IN BOOK 69 PAGE 734  
FEES \$ 4.00 Leif Yake COUNTY CLERK  
SUBLETTE COUNTY, WYOMING

Dorothy M. Elmer

Bureau of Land Management  
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann  
1500 Broadway, Suite 800 Lubbock, Texas 79401  
, Assignor (whether one or more) for the sum of TEN  
DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid, the  
receipt of which is hereby acknowledged, does hereby convey, transfer, assign and  
deliver without warranty, express or implied, overriding royalty unto the following  
parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	1.66

Being in all a total of an undivided 1.66 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 115 West  
Section 6: Lts. 8, 9, 12, 13, E $\frac{1}{2}$ SW  
Section 7: All

Township 28 North, Range 116 West  
Section 1: Lts. 5, 6, S $\frac{1}{2}$ NE, SE

Containing 1076.27 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

*John J. Christmann*

STATE OF Texas

COUNTY OF Lubbock

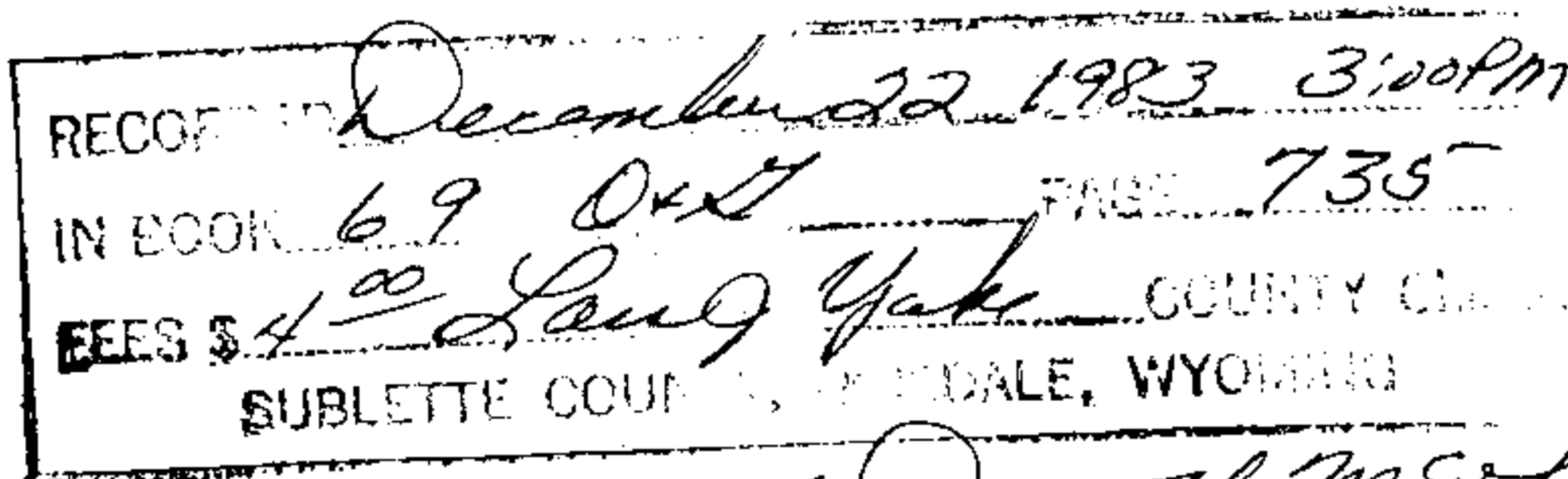
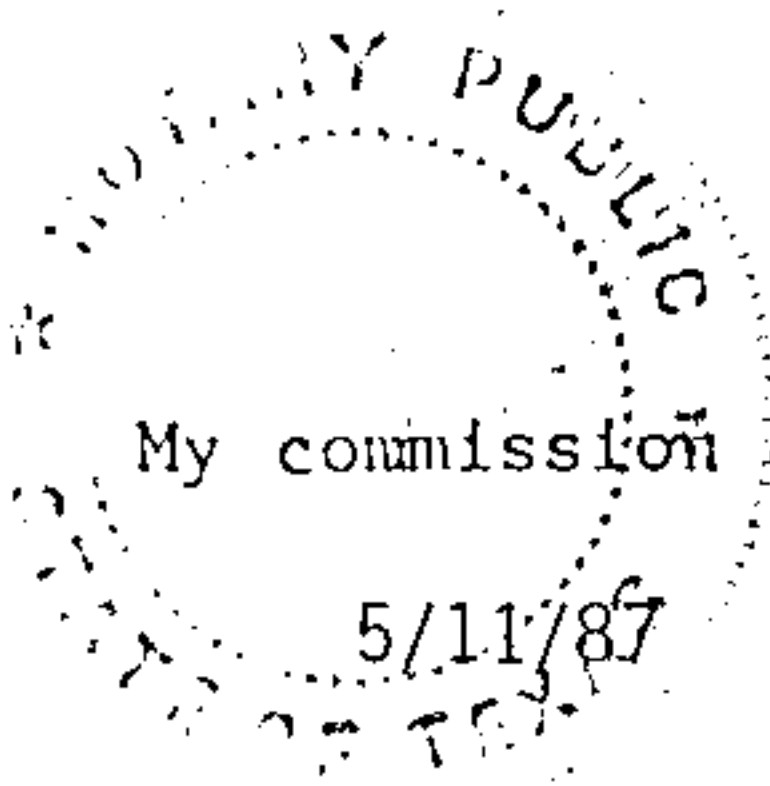
On the 22nd day of September, 19 83 before me personally appeared  
John J. Christmann, the signor of the above instrument,  
who duly acknowledged to me that (he)(she) executed the same.

*Sharon Roach*  
Notary Public

199139

Residing in: Lubbock, Texas

My commission expires:



*Barbara McKinley*

NO R-116