WY-293 40-[redacted]
Federal #20-[redacted]

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

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

PART I

Assignee's Name
NERGETICS, INC., a Delaware corporation

Address *(include zip code)*
16 Inverness Drive East
nglewood, Colorado 80112

The undersigned, as owner of 7.20 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

193216

Township 27 North, Range 111 West

Section 17: SE/4
Section 20: NE/4

Containing 320.00 acres, more or less, in
Sublette County, Wyoming

Dec 30 1983 4:00 P.M.
Book L
70 Real
8:00 Lois J. Yake
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Dunn

This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout Agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979 by and between RAINBOW RESOURCES, INC., TERRA RESOURCES, INC., BARBER OIL EXPLORATION INC., and ENEKGETICS, INC., and that certain Pooling Agreement dated November 10, 1981 (effective August 7, 1980) by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc., and Williams Exploration Company, covering the E½ of Section 20: T27N, R111W, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 7.20%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.2% 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 15th day of August, 1983, but to be effective as of March 28, 1983.

BIRD CANYON DEVELOPMENT LIMITED PARTNERSHIP

By: J. T. Reagan mlb
J. Thomas Reagan
Attorney-in-fact

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 14 1983
(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. 12740 / WY293 > FOR ASSIGNEE

293

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 16th day of August, 19 83.

ENERGETICS, INC., a Delaware corporation

BY: _____ 116 Inverness Drive East
(Assignee's Signature) (Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST: _____ Englewood, Colorado 80112
(City) (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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, Inc., a 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 16th day of August, 19 83.

My Commission Expires:

8/16/85

Notary Public
116 Inverness Drive East
Englewood, Colorado 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.

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.

GPO 836 - 844

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of August, 1983 by J. Thomas Reagan as Attorney-In-Fact in behalf of Bird Canyon Development Limited Partnership.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES:

SEAL 3-26-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

4

WY-293 40-17
Federal #20-20

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-54137

Lease effective date
April 1, 1976

PART I

1. Assignee's Name
ENERGETICS, INC., a Delaware corporation

Address *(include zip code)*
116 Inverness Drive East
Englewood, Colorado 80112

The undersigned, as owner of 4.20 percent of operating rights in the above-designated 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

Section 17: SE/4
Section 20: NE/4

199217

Containing 320.00 acres, more or less, in
Sublette County, Wyoming

RECORDED December 30 1983 4:00 P.M.
IN BOOK 70 Oil & Gas PAGE 4
FEES $8.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout Agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979 by and between RAINBOW RESOURCES, INC., TERRA RESOURCES, INC., BARBER OIL EXPLORATION INC., and ENERGETICS, INC., and that certain Pooling Agreement dated November 10, 1981 (effective August 7, 1980) by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc., and Williams Exploration Company, covering the E½ of Section 20: T27N, R111W, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	.07951% of 8/8ths
4. Specify interest or percent of operating rights being retained by assignor	4.12049% of 8/8ths
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.2% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 15th day of August, 1983, but to be effective as of March 28, 1983.

D&R ENERGY PROGRAM 1979

By: J. T. Reagan
J. Thomas Reagan,
Attorney-in-Fact

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 14 1983
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this of[illegible], in accord-

[redacted] PAR[redacted] [redacted]

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

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

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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

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

Executed this 16th day of August, 19 83.

ENERGETICS, INC., a Delaware corporation

BY: _____
(Assignee's Signature)

Gene W. Anderson, Vice President - Land

ATTEST: _____

Lou Switzer, Assistant Secretary

116 Inverness Drive East
(Assignee's Address)

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

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

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 16th day of August, 19 83.

My Commission Expires:

03-16-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 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.

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.

GPO 838 · 844

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of August, 1983 by J. Thomas Reagan as Attorney-In-Fact in behalf of D&R Energy Program 1979.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES:

03-16-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

[redacted] [redacted] WY-293 40-[redacted]
Federal #20-2[redacted]

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

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

PART I

1. Assignee's Name
ENERGETICS, INC., a Delaware corporation

Address *(include zip code)*
116 Inverness Drive East
Englewood, Colorado 80112

The undersigned, as owner of 15.2028 percent of operating rights in the above-designated 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)

199218

Township 27 North, Range 111 West

Section 17: SE/4
Section 20: NE/4

Containing 320.00 acres, more or less, in
Sublette County, Wyoming

RECORDED December 30 1983 4:00 PM
IN BOOK 70 Oil & Gas PAGE 7
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout Agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979 by and between RAINBOW RESOURCES, INC., TERRA RESOURCES, INC., BARBER OIL EXPLORATION INC., and ENERGETICS, INC., and that certain Pooling Agreement dated November 10, 1981 (effective August 7, 1980) by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc., and Williams Exploration Company, covering the E½ of Section 20: T27N, R111W, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	7.60617% of 8/8ths
4. Specify interest or percent of operating rights being retained by assignor	7.59663% of 8/8ths
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.2% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 15th day of August, 1983, but to be effective as of March 28, 1983.

ENERGETICS 1979 LIMITED PARTNERSHIP

By: J. T. Reagan mlb
J. Thomas Reagan
Attorney-in-fact

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 14 1983
(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.* 12740 7 WY293 FOR ASSIGNEE

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 16th **day of** August , **19** 83 .

ENERGETICS, INC., a Delaware corporation

BY: _____ 116 Inverness Drive East
(Assignee's Signature) (Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST: _____ Englewood, Colorado 80112
(City) (State) (Zip Code)

Lori 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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, Inc., a 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 16th day of August, 19 83.

My Commission Expires:

OCTOBER 6-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 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.

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.

GPO 836 - 844

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of August, 1983 by J. Thomas Reagan as Attorney-In-Fact in behalf of Energetics 1979 Limited Partnership.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES:

NOTARY 3-16-85 PUBLIC STATE OF

Mary Luaine Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

10

WY-293 40-17
Federal #20-20

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
'83 SEP -8 AM 9 30
RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

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

PART I

A. Assignee's Name
ENERGETICS, INC., a Delaware corporation

Address (include zip code)
116 Inverness Drive East
Englewood, Colorado 80112

The undersigned, as owner of 1.7172 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

199819

Township 27 North, Range 111 West

Section 17: SE/4
Section 20: NE/4

Containing 320.00 acres, more or less, in
Sublette County, Wyoming

RECORDED December 30 1983 4:00 PM
IN BOOK 70 O & G PAGE 10
FEES $8.00 Lavina J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

This Assignment is made subject to all the terms, conditions and provisions of that certain Farmout Agreement as follows: FARMOUT OPTION AGREEMENT dated November 27, 1979 by and between RAINBOW RESOURCES, INC., TERRA RESOURCES, INC., BARBER OIL EXPLORATION INC., and ENERGETICS, INC., and that certain Pooling Agreement dated November 10, 1981 (effective August 7, 1980) by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc., and Williams Exploration Company, covering the E½ of Section 20: T27N, R111W, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 1.7172%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.2% 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 15th day of August, 1983, but to be effective as of March 23, 1983.
ENERGETICS 1979-A LIMITED PARTNERSHIP

By: J. T. Reagan mdb
J. Thomas Reagan
Attorney-in-fact

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 14 1983
(Date)

[redacted] [redacted] [redacted] FOR ASSIGNMENTS on one sheet [redacted] in accord-

[redacted] PAR[redacted] [redacted]

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

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

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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

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

Executed this 16th day of August, 19 83.

ENERGETICS, INC., a Delaware corporation

BY: _____ (Assignee's Signature)

Gene W. Anderson, Vice President - Land

ATTEST:

Lou Switzer, Assistant Secretary

116 Inverness Drive East (Assignee's Address)

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

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

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 16th day of August, 19 83.

My Commission Expires:

3-16-85

Mary Anne Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 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.

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.

GPO 836 · 844

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of August, 1983 by J. Thomas Reagan as Attorney-In-Fact in behalf of Energetics 1979-A Limited Partnership.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF COLORADO

3-26-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

STATE OF WYOMING, }
County of Carbon. } ss.

I, Mary G. Bradford ,County Clerk and Ex-Officio Register of Deeds within and for said County, in the State aforesaid, do hereby certify that the within and foregoing is a full, true and complete copy of a AGREEMENT between the parties herein named as same appears on RECORD IN BK. 774, PGS. 673 thru 695 in the office of the County Clerk of Carbon County, Wyoming.

Witness my hand and official seal at Rawlins, Wyoming the 6TH day of DECEMBER 1983

Mary G. Bradford
County Clerk

By _____
Deputy

My term expires first Monday in January 1987

199230

RECORDED December 30 1983 4:00 P M
IN BOOK 70 Misc PAGE 13
FEES $5.25 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stivers

AGREEMENT

This Agreement, made and entered into this 13th day of October, 1983, by and between InterNorth, Inc. and Morton Gas & Oil Company, Harlequin Plaza South, 7600 East Orchard Road, Suite #300, Englewood, Colorado 80111, hereinafter referred to as "Grantor," and Spiro G. Vassilopoulos D/B/A Petrogram Services, 701 Carlisle Boulevard, Northeast, Albuquerque, New Mexico 87106, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Grantor has a working interest in those certain oil and gas leases as described in Exhibit "A" attached hereto and by this reference made a part hereof. The lands described in Exhibit "A" shall hereinafter be referred to as "Lease Acreage"; and,

WHEREAS, Grantor desires to assign the Lease Acreage, and Grantee desires to acquire the Lease 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:

Grantor, subject to the conditions, exceptions, reservations, covenants and agreements hereinafter set forth, does hereby agree to assign and transfer unto Grantee, without representation or warranty of title, either express or implied, all of its right, title, and interest in and to the oil and gas leases described in Exhibit "A" only insofar as to the Lease Acreage.

Upon receipt of a fully executed copy of this Agreement, Grantor agrees to deliver to Grantee assignments, on the proper form, effecting the intent of this Agreement. Grantee agrees to file these assignments in the proper Bureau of Land Management office before November 1, 1983 and to pay the necessary filing fees. Any assignment made pursuant to this Agreement shall be subject to all valid and existing overriding royalty interests, production payments and any other emcumbrances which exist. Such assignments shall also be made subject to the terms and provisions of this Agreement.

II. Rentals:

By execution of this Agreement, Grantee assumes all responsibility for payment of rentals, minimum royalties, and lease burdens which were previously Grantor's responsibility and due on the Lease Acreage. Grantee agrees that it shall timely pay the rental for each lease assigned, only as to the Lease Acreage, at least once. Any further rental payments for such lease shall be made or not made at Grantee's election.

III. Disposition of Lease Acreage:

After delivery of assignments pursuant hereto, Grantee agrees to use its best efforts to sell the Lease Acreage to a qualified third party or parties for a cash consideration or find a third party to drill a well free to Grantor and Grantee on the Lease Acreage, or lands pooled therewith. If Grantee desires to participate in the drilling of a well located on the Lease Acreage, or lands pooled therewith, Grantee may do so; however, Grantee is under no obligation to do so.

IV. Sale of Lease Acreage:

The purchase price received for the sale of any Lease Acreage shall be negotiated, and the sufficiency thereof determined, solely by Grantee. If a sale of any lease subject hereto is made, Grantor shall participate in the purchase price as fcllows:

(1) Grantor shall receive 66.67% of the purchase price of any lease that Grantee has not paid a rental; and,

(2) Grantor shall receive 50% of the purchase price of any lease that Grantee has paid a rental.

Grantee agrees to pay Grantor its share of each purchase within ten (10) days after Grantee receives payment for such purchase.

In addition to the above, if Grantee receives an overriding royalty interest, net profits interest, or any other interest payable out of production attributable to the working interest hereunder through an agreement with the purchaser of any lease, Grantee agrees to promptly assign to Grantor one-half (1/2) of such interest.

V. Drilling of Well Free to Grantee:

In the event Grantee enters into any type of an exploration agreement, including but not limited to a farmout, with a third party involving any of the Lease Acreage and providing for the drilling of a well on the Lease Acreage or lands pooled therewith at no cost to Grantee, Grantor shall be entitled to receive from Grantee 30% of any revenue or production Grantee is entitled to receive from production produced from such well and allocated to such Lease Acreage. Such amount shall be subject to proportionate reduction if, as of the date of this Agreement, Grantor's interest in that part of the Lease Acreage allocated to the well is less than 100% of the entire oil and gas leasehold estate in such Lease Acreage.

Any payments due pursuant to this Article shall be payable to Grantor within ten (10) days after receipt of revenue by Grantee.

VI. Drilling of Well by Grantee:

In the event Grantee drills, or causes to be drilled, a well on the Lease Acreage, or lands pooled therewith, wherein Grantee participates in the drilling of such well, Grantor

shall be entitled to receive from Grantee 15% of any revenue or production Grantee is entitled to receive from production produced from such well and allocated to any Lease Acreage after such well reaches payout, as defined herein. Such amount shall be subject to proportionate reduction if, as of the date of this Agreement, Grantor's interest in that part of the Lease Acreage allocated to the well is less than 100% of the entire oil and gas leasehold estate in such Lease Acreage. "Payout" shall be defined as that time when the proceeds from the sale of the production produced from said well after deducting the payment of any ad valorem taxes, production taxes, Windfall Profits taxes (affecting the working interest only), landowner's royalties, and other working interest burdens (as of the date of this Agreement as to the Lease Acreage) equals the total costs of drilling, testing, completing and equipping the well, plus the costs of operating same during the recovery period. Grantee agrees to furnish Grantor a complete statement of costs incurred in the drilling, completing, testing and equipping of the well within thirty (30) days after completion of the well as a well capable of producing oil and/or gas.

This provision shall be on a well-by-well basis. Any payments due pursuant to this Article shall be payable to Grantor within ten (10) days after receipt of revenue by Grantee.

VII. Geological Requirements:

As to any well referred to in Article V or VI herein. Grantee agrees to provide, or have provided, to Grantor the information as shown on Exhibit "B" attached hereto and by reference made a part hereof.

VIII. Performance of Covenants:

Grantee accepts this Agreement and assignments pursuant hereto subject to all of the terms, provisions and conditions, as they affect the Lease Acreage, hereof; of the oil and gas

leases described in Exhibit "A"; and of all assignments thereof, and assumes and agrees to fully comply with and timely perform each and every duty, obligation and covenant, both express and implied, contained in such terms, provisions and conditions. Grantee agrees to save, protect and hold Grantor harmless at all times from all damages and all penalties which may arise or be adjudged against it by Grantee's failure or refusal to comply fully and faithfully as stated above.

IX. Extensions:

All interest, reservations, and rights of Grantor in and to this Agreement, shall extend to any and all extensions of the oil and gas leases described in Exhibit "A," only as to the Lease Acreage.

X. Titles.

The assignments from Grantor to Grantee as provided for in this Agreement are made without representation or warranty of title, either express or implied. Upon written request by Grantee, Grantor shall furnish to Grantee copies of its oil and gas leases which are subject to this Agreement, and of any assignments, contracts, rental receipts or agreements relating thereto, and any other title data in its possession relating thereto, including title opinions, provided that Grantor 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 Grantee.

XI. Successors and Assigns:

The terms, covenants, and conditions hereof shall extend to, bind and inure to the benefits of the parties hereto, their heirs, administrators, executors, personal representatives, successors, and assigns. Notwithstanding the foregoing, any interest in the Lease Acreage sold to a bona fide purchaser or earned by a third party for the drilling of a well, will not be

subject to the terms of this Agreement other than interests or payments due Grantor as provided herein.

Executed as of the day and year first above written.

GRANTOR:

INTERNORTH, INC.

BY: James L. Lewis
James L. Lewis
Agent & Attorney-in-Fact

NORTEX GAS & OIL COMPANY

BY: James L. Lewis
James L. Lewis
Agent & Attorney-in-Fact

GRANTEE:

ATTEST:

Spiro G. Vassilopoulos D/B/A
PETROGRAM SERVICES

BY: _____

BY: Spiro G. Vassilopoulos

- ACKNOWLEDGEMENTS -

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

On the 13th day of October, 1983, personally appeared before me James L. Lewis, who, being by me duly sworn, did say that he is the Attorney-in-Fact of InterNorth, Inc. and Nortex Gas & Oil Company, and that said instrument was signed in behalf of said InterNorth, Inc. and Nortex Gas & Oil Company by authority, and said James L. Lewis acknowledged to me that he, as such Attorney-in-Fact, executed the same.

Heidi L. Loser
Heidi L. Loser, Notary Public

My Commission Expires:

August 8, 1984

Residing at:

P.O. Box 17583, T.A.
Denver, Colorado 80217

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 13th day of October, 1983, by Spiro G. Vassilopoulos.

R. Hugo C. Gutte
Notary Public

My Commission Expires:
2-26-87

STATE OF Wyoming

COUNTY OF Carbon

Nortex' Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	Nortex' Interest	Base Royalty	ORRI
9-007-007-01	USA W-28940	Township 23 North, Range 81 West Section 28: All Section 32: All	05-24-85	1280.00	1280.00 (Eurafrep - 50% (Morris-Burk-Forgotson - 12.5%)	37.5%	12.5%	7.0%
9-007-008-01	USA W-28941	Township 23 North, Range 81 West Section 8: All Section 20: All	05-24-85	1280.00	1280.00 (Eurafrep - 50% (Morris-Burk-Forgotson - 12.5%)	37.5%	12.5%	7.0%
9-007-009-01	USA W-28981	Township 23 North, Range 81 West Section 10: N½, SW¼, N½SE¼, SW¼SE¼ Section 22: All	05-24-85	1240.00	1240.00 (Eurafrep - 50% (Morris-Burk-Forgotson - 12.5%)	37.5%	12.5%	7.0%
[redacted]07-010-01	USA W-29012	Township 23 North, Range 81 West Section 4: Lots 1, 2, 3, 4, S½N½, S½	05-24-85	640.48	640.48 (Eurafrep - 50% (Morris-Burk-Forgotson - 12.5%)	37.5%	12.5%	7.0%
49-007-019-00	USA W-83987	Township 22 North, Range 81 West Section 6: Lots 1, 2, S½NE¼, SE¼ Township 23 North, Range 81 West Section 30: Lots 1, 2, 3, 4, E½W½, E½	11-24-84	948.97	948.97 (Eurafrep - 50% (Morris-Burk-Forgotson - 12.5%)	37.5%	12.5%	7.0%
49-007-020-00	USA W-83988	Township 23 North, Range 81 West Section 6: Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 18: Lots 1, 2, 3, 4, NE¼, E½NW¼, E½SW¼, SE¼	11-24-84	1230.30	1230.30 (Eurafrep - 50% (Morris-Burk-Forgotson - 12.5%)	37.5%	12.5%	7.0%
[redacted]007-021-00	USA W-83989	Township 24 North, Range 81 West Section 30: Lots 1, 2, 3, 4, E½W½, E½ Section 32: W½, SE¼	11-24-84	1080.92	1080.92 (Eurafrep - 50% (Morris-Burk-Forgotson - 12.5%)	37.5%	12.5%	7.0%

Above leases are subject to that certain Farmout Agreement dated April 24, 1981, by and between Eurafrep, Inc. and Fuel Resources Development Co. and that certain Participation Agreement dated April 24, 1981, by and between Eurafrep, Inc., Nortex Gas & Oil Company, Petroleum Exploration, Inc. and St. Mary Parish Land Company.

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EXHIBIT "A"
STATE OF Wyoming
COUNTY OF Carbon

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-CAR-043-00	USA W-52985	Township 23 North, Range 83 West Section 26: All	12-31-85	640.00	640.00	75.00% (Energy Trading Inc. - 25%)	12.5%	5.0%
49-CAR-046-00	USA W-51582	Township 22 North, Range 83 West Section 14: All Section 20: All	08-31-85	1280.00	1280.00	75.00% (Energy Reserves Group - 25%)	12.5%	5.0%
49-CAR-049-00	USA W-57404	Township 20 North, Range 88 West Section 32: SE¼SW¼	01-31-87	40.00	40.00	100.00%	12.5%	5.0%
49-CAR-051-00	USA W-62413	Township 19 North, Range 88 West Section 6: Lots 6, 7, 8, 9, 10, 11, E½SW¼, W½SE¼, SE¼SE¼	04-30-88	368.51	368.51	100.00%	12.5%	5.0%
49-CAR-052-00	USA W-59682	Township 19 North, Range 90 West Section 34: W½	07-31-87	320.00	320.00	100.00%	12.5%	5.0%
49-CAR-062-00	USA W-63382	Township 23 North, Range 80 West Section 4: Lots 1, 2, 3, 4, S½N½	05-31-88	314.47	314.47	100.00%	12.5%	5.0%
49-CAR-063-00	USA W-62038	Township 20 North, Range 88 West Section 30: Lots 1, 2, 3, 4, NE¼NE¼, S½NE¼, E½W½, SE¼ Section 32: NE¼NW¼, W½NW¼, N½SW¼, SW¼SW¼	01-31-88	758.78	758.78	100.00%	12.5%	5.0%
49-CAR-116-00	USA W-64830	Township 20 North, Range 90 West Section 14: S½	09-30-88	320.00	320.00	100.00%	12.5%	5.0%

STATE OF Wyoming

COUNTY OF Fremont

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-FRE-196-00	USA W-63161	Township 27 North, Range 99 West Section 28: N½ Section 29: S½S½ Section 30: Lots 3, 4, E½SW¼, SE¼ Township 27 North, Range 100 West Section 24: S½	05-31-88	1121.71	1121.71	100%	12.5%	5.0%

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STATE OF Wyoming

COUNTY OF Fremont

Nortex' Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	Nortex' Interest	Base Royalty	ORRI
49-013-003-00	USA W-70407	Township 33 North, Range 93 West Section 31: Lots 1, 3, 4, E½SW¼ Section 34: SE¼NE¼ Section 35: SE¼	02-28-90	388.78	388.78	100%	12.5%	5.0%
49-013-022-00	USA W-61704	Township 36 North, Range 90 West Section 32: W½	01-31-88	320.00	320.00	100%	12.5%	5.0%
49-013-023-00	USA W-63424	Township 36 North, Range 91 West Section 33: SE¼SE¼	05-31-88	40.00	40.00	100%	12.5%	5.0%

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STATE OF Wyoming

COUNTY OF Natrona

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-NAT-193-00	USA W-48724	Township 36 North, Range 83 West Section 32: All	01-31-85	640.00	640.00	100%	12.5%	5.0%
49-NAT-194-00	USA W-45158	Township 36 North, Range 82 West Section 25: SW¼	05-31-84	160.00	160.00	100%	12.5%	5.0%
49-NAT-195-00	USA W-48723	Township 36 North, Range 83 West Section 30: SE¼ Section 31: E½	01-31-85	480.00	480.00	100%	12.5%	5.0%
49-NAT-196-00	USA W-51917	Township 36 North, Range 84 West Section 35: S½NE¼	09-30-85	80.00	80.00	100%	12.5%	5.0%
49-NAT-197-00	USA W-45280	Township 36 North, Range 84 West Section 34: N½S½ Section 35: NW¼	05-31-84	320.00	320.00	100%	12.5%	5.0%
49-NAT-198-00	USA W-54360	Township 36 North, Range 82 West Section 34: S½NE¼	04-30-86	80.00	80.00	100%	12.5%	5.0%
49-NAT-199-00	USA W-54360-A	Township 36 North, Range 82 West Section 34: N½NW¼	04-30-86	80.00	80.00	100%	12.5%	5.0%
49-NAT-200-00	USA W-55871	Township 36 North, Range 82 West Section 14: NW¼ Section 28: NW¼NE¼, S½NE¼, W½, SE¼	08-31-86	760.00	760.00	100%	12.5%	5.0%

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STATE OF Wyoming

COUNTY OF Natrona

Nortex' Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	Nortex' Interest	Base Royalty	ORRI
49-025-001-00	USA W-58963	Township 36 North, Range 81 West Section 32: NW¼, S½	05-31-87	480.00	480.00	100%	12.5%	5.0%

STATE OF Wyoming

COUNTY OF Park

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-PAR-122-00	USA W-62769	Township 55 North, Range 101 West Section 32: N½	04-30-88	320.00	320.00	100%	12.5%	5.0%
49-PAR-123-00	USA W-62774	Township 56 North, Range 102 West Section 4: Lots 5, 6, 7, 8, 13, 14 Section 5: Lots 19, 22 Tracts 82, 83, 84, 85, 88, 89, 90, 91, 92, 113, 114, 115, 116	04-30-88	690.34	690.34	100%	12.5%	5.0%
49-PAR-124-00	USA W-61756	Township 55 North, Range 101 West Section 7: Lots 5, 6, 7, 8, SE¼SW¼ Section 8: Lots 1, 2, 3, 4, NE¼, E½NW¼, NE¼SW¼, N½SE¼ Section 16: Lots 17, 18 Section 17: Lots 1, 2, 3, 4, 5, 6, 7 Section 18: Lots 5, 6, 7, 8, 9, 10, 11 Township 55 North, Range 102 West Section 13: Lot 3, NE¼, NW¼SW¼	01-31-88	1304.41	1304.41	100%	12.5%	5.0%
49-PAR-153-00	USA W-58038	Township 56 North, Range 102 West Section 33: Lots 1, 2, 3, 4, SW¼, SW¼SE¼ Tracts 262 thru 268, 273 thru 288, 296 thru 308, 320 thru 325, and 338	02-28-87	2146.35	2146.35	100%	12.5%	5.0%
PAR-156-00	USA W-67358	Township 55 North, Range 101 West Section 28: Lots 1, 2, 3, 4, 5, 6, NE¼SE¼ Section 33: Lots 1, 2, 3, NW¼NW¼, S½N½, S½	04-30-88	800.13	800.13	100%	12.5%	5.0%

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STATE OF Wyoming

COUNTY OF Sublette

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SUB-011-00	USA W-44280	Township 32 North, Range 110 West Section 6: Lots 2, 3, 4, 5, SE¼SW¼, SW¼SE¼ Section 7: Lots 1, 2, 3, 4, E½, E½W½ Section 17: W½, S½SE¼ Section 18: Lots 1, 2, 3, 4, E½, E½W½	03-31-84	1744.86	1744.86	100%	12.5%	5.0%
49-SUB-014-00	USA W-55228	Township 29 North, Range 106 West Section 29: NW¼, NE¼SW¼, S½SW¼ Section 30: Lots 1, 2, 3, 4, E½, E½W½ Section 31: Lots 1, 2, 3, 4, E½, E½W½ Section 32: NW¼, S½ Section 33: SW¼	06-30-86	2157.56	2157.56	100%	12.5%	5.0%
49-SUB-015-00	USA W-55598	Township 29 North, Range 107 West Section 30: Lots 1, 2, 3, 4, E½, E½W½ Section 31: Lots 1, 2, 3, 4, E½, E½W½	07-31-86	1284.80	1284.80	100%	12.5%	5.0%
49-SUB-018-00	USA W-55589	Township 27 North, Range 106 West Section 13: All	07-31-86	640.00	640.00	100%	12.5%	5.0%
49-SUB-020-00	USA W-55577	Township 27 North, Range 104 West Section 6: Lot 7, SE¼SW¼ Township 28 North, Range 105 West Section 34: N½NE¼, W½, SE¼	07-31-86	635.35	635.35	100%	12.5%	5.0%

STATE OF Wyoming

COUNTY OF Sublette

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SUB-011-00	USA W-44280	Township 32 North, Range 110 West Section 6: Lots 2, 3, 4, 5, SE¼SW¼, SW¼SE¼ Section 7: Lots 1, 2, 3, 4, E½, E½W½ Section 17: W½, S½SE¼ Section 18: Lots 1, 2, 3, 4, E½, E½W½	03-31-84	1744.86	1744.86	100%	12.5%	5.0%
49-SUB-014-00	USA W-55228	Township 29 North, Range 106 West Section 29: NW¼, NE¼SW¼, S½SW¼ Section 30: Lots 1, 2, 3, 4, E½, E½W½ Section 31: Lots 1, 2, 3, 4, E½, E½W½ Section 32: NW¼, S½ Section 33: SW¼	06-30-86	2157.56	2157.56	100%	12.5%	5.0%
49-SUB-015-00	USA W-55598	Township 29 North, Range 107 West Section 30: Lots 1, 2, 3, 4, E½, E½W½ Section 31: Lots 1, 2, 3, 4, E½, E½W½	07-31-86	1284.80	1284.80	100%	12.5%	5.0%
49-SUB-018-00	USA W-55589	Township 27 North, Range 106 West Section 13: All	07-31-86	640.00	640.00	100%	12.5%	5.0%
49-SUB-020-00	USA W-55577	Township 27 North, Range 104 West Section 6: Lot 7, SE¼SW¼ Township 28 North, Range 105 West Section 34: N½NE¼, W½, SE¼	07-31-86	635.35	635.35	100%	12.5%	5.0%

STATE OF Wyoming

COUNTY OF Sublette

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SUB-023-00	USA W-55634	Township 32 North, Range 111 West Section 23: All Section 24: All Section 25: E½, E½NW¼, SW¼SW¼ Section 26: NE¼NW¼, S½SE¼ Section 33: W½ Section 35: NE¼NE¼	07-31-86	2200.00	2200.00	100%	12.5%	5.0%
49-SUB-028-00	USA W-55633	Township 32 North, Range 111 West Section 11: All Section 13: All Section 14: All	08-31-86	1920.00	1920.00	100%	12.5%	6.0%
SUB-033-00	USA W-55583	Township 27 North, Range 105 West Section 2: Lots 1, 2, 3, 4, S½N½, S½ Section 10: All	07-31-86	1278.09	1278.09	100%	12.5%	5.0%
49-SUB-034-00	USA W-55575	Township 27 North, Range 104 West Section 19: Lots 1, 2, 4, E½, E½W½ Section 21: NE¼, N½NW¼, S½	07-31-86	1147.08	1147.08	100%	12.5%	5.0%
49-SUB-045-00	USA W-52810	Township 31 North, Range 113 West Section 3: SW¼NW¼ Section 15: NE¼SE¼	11-30-85	80.00	80.00	100%	12.5%	5.0%
49-SUB-049-00	USA W-54787	Township 27 North, Range 106 West Section 1: Lots 1, 2, 3, 4, S½N½, S½	05-31-86	641.02	641.02	100%	12.5%	5.0%

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STATE OF Wyoming

COUNTY OF Sublette

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SUB-058-00	USA W-62785	Township 29 North, Range 106 West Section 1: S½N½, S½ Section 2: S½N½ Section 19: Lots 1, 2, E½	04-30-88	1028.88	1028.88	100%	12.5%	5.0%
49-SUB-060-00	USA W-64227	Township 27 North, Range 106 West Section 21: N½, N½S½ Section 22: N½, N½S½ Section 23: N½, N½S½ Section 24: NW¼ Township 28 North, Range 106 West Section 25: All	07-31-88	2240.00	2240.00	100%	12.5%	5.0%

STATE OF Wyoming

COUNTY OF Sweetwater

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SWE-023-00	USA W-48808	Township 22 North, Range 104 West Section 8: S½ Section 18: Lots 1, 2, 3, 4, E½, E½W½ Section 20: All Section 30: Lots 1, 2, 3, 4, E½, E½W½ Section 32: W½	01-31-85	2544.92	2544.92	100%	12.5%	5.0%
49-SWE-025-00	USA W-54131	Township 16 North, Range 111 West Section 24: All	03-31-86	640.00	640.00	100%	12.5%	5.0%
[redacted]SWE-026-00	USA W-59078	Township 16 North, Range 110 West Section 24: All Section 26: All	05-31-87	1280.00	1280.00	100%	12.5%	5.0%
49-SWE-028-00	USA W-57415	Township 25 North, Range 90 West Section 21: NE¼SW¼ Section 22: W½	01-31-87	360.00	360.00	100%	12.5%	5.0%
49-SWE-029-00	USA W-57792	Township 22 North, Range 105 West Section 11: S½ Section 13: S½N½, N½S½ Section 15: Lots 1, 2, 3, 4, E½, E½W½ Section 16: Lots 1, 2, 3, 4, 5, 6, 7 Section 17: S½ Section 20: All	01-31-87	2398.52	2398.52	100%	12.5%	5.0%
[redacted]SWE-032-00	USA W-56720	Township 21 North, Range 106 West Section 32: W½NW¼, SE¼NW¼	11-30-86	120.00	120.00	100%	12.5%	5.0%

BOOK 774 PAGE 691

STATE OF Wyoming

COUNTY OF Sweetwater

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SWE-041-00	USA W-51604	Township 25 North, Range 90 West Section 10: All	08-31-85	640.00	640.00	100%	12.5%	5.0%
49-SWE-043-00	USA W-51938	Township 25 North, Range 90 West Section 15: W½	09-30-85	320.00	320.00	100%	12.5%	5.0%
49-SWE-046-00	USA W-58717	Township 22 North, Range 106 West Section 25: N½NE¼, SW¼NE¼, NW¼, N½SW¼, NW¼SE¼ Section 35: NW¼NE¼, N½NW¼	04-30-87	520.00	520.00	100%	12.5%	5.0%
49-SWE-050-00	USA W-54459	Township 19 North, Range 110 West Section 4: Lots 1, 2, S½NE¼, SE¼	04-30-86	321.92	321.92	100%	12.5%	5.0%
49-SWE-056-00	USA W-52674	Township 24 North, Range 90 West Section 18: Lots 1, 2, 3, 4, E½, E½W½ Section 20: All Township 24 North, Range 91 West Section 11: All Section 12: SW¼SW¼ Section 13: W½NE¼, SE¼NE¼, W½, SE¼	11-30-85	2562.92	2562.92	100%	12.5%	5.0%
49-SWE-058-00	USA W-51939	Township 25 North, Range 90 West Section 26: All Section 35: E½	09-30-85	960.00	960.00	100%	12.5%	5.0%
49-SWE-060-00	USA W-62480	Township 21 North, Range 106 West Section 30: NW¼NE¼	04-30-88	40.00	40.00	100%	12.5%	5.0%
49-SWE-064-00	USA W-56654	Township 25 North, Range 90 West Section 15: NE¼, N½SE¼, SW¼SE¼ Section 22: NE¼, N½SE¼, SW¼SE¼	11-30-86	560.00	560.00	100%	12.5%	5.0%

STATE OF Wyoming

COUNTY OF Sweetwater

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SWE-052-00	USA W-54752	Township 26 North, Range 99 West Section 18: Lots 1, 2, 3, 4, E½, E½W½	05-31-86	636.80	636.80	100%	12.5%	5.0%
49-SWE-061-00	USA W-51993	Township 25 North, Range 94 West Section 14: E½, SW¼ Section 24: All Section 32: All	04-30-88	1760.00	1760.00	100%	12.5%	5.0%
49-SWE-065-00	USA W-53323	Township 15 North, Range 96 West Section 19: N½NE¼, SE¼NE¼, NE¼SE¼, SW¼SE¼ Section 30: SW¼SE¼	03-31-86	240.00	240.00	100%	12.5%	5.0%
49-SWE-070-00	USA W-57439	Township 26 North, Range 92 West Section 29: NE¼ Township 26 North, Range 93 West Section 25: All Section 26: All Section 27: All Section 35: SE¼	01-31-87	2240.00	2240.00	50.0% (6.25% William Herbert Hunt Trust Estate) (6.25% Nelson Bunker Hunt Trust Estate) (12.5% Moore McCormack Oil and Gas Corp.) (12.5% Raymond Chorney) (12.5% MRT Exploration Company)	12.5%	5.0%
49-SWE-071-00	USA W-51607	Township 25 North, Range 91 West Section 1: S½NW¼, S½ Section 2: Lots 1, 2, 3, 4, S½N½, S½ Township 26 North, Range 91 West Section 33: E½	08-31-85	1360.96	1360.96	100%	12.5%	5.0%
[redacted]-SWE-073-00	USA W-53297	Township 26 North, Range 91 West Section 19: Lots 1, 2, E½NW¼, E½ Section 20: All Section 21: All Section 28: N½, SW¼ Section 33: NW¼	01-31-86	2398.01	2398.01	100%	12.5%	5.0%

STATE OF Wyoming

COUNTY OF Sweetwater

InterNorth Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	InterNorth's Interest	Base Royalty	ORRI
49-SWE-142-00	USA W-69406	Township 15 North, Range 96 West Section 5: Lots 1, 2, 3, 4, SW¼NE¼, S½NW¼, NE¼SW¼, S½SW¼, NE¼SE¼, S½SE¼ Section 8: NE¼NW¼ Section 21: SE¼NW¼, N½SW¼, SE¼SE¼ Section 29: All Section 31: Lots 1, 2, 3, 4, E½, E½W½ Section 32: N½, NW¼SW¼, NW¼SE¼, SE¼SE¼	11-30-89	2438.50	2438.50	17.5% (Gulf - 15%) (Westcoast - 15%) (Pogo - 17.5%) (Santa Fe - 17.5%) (Koch - 17.5%)	12.5%	5.0%
49-SWE-108-00	USA W-53342	Township 26 North, Range 100 West Section 20: NW¼NE¼, S½NE¼, W½, SE¼ Section 29: All	01-31-86	1240.00	1240.00	100%	12.5%	5.0%

* 49-SWE-142-00 is subject to an Operating Agreement naming Koch as Operator.

STATE OF Wyoming

COUNTY OF Washakie

[redacted]'s Lease No.	Lessor	Description	Exp. Date	Lease Gross Acres	Lease Net Acres	Mortex' Interest	Base Royalty	ORRI
49-043-006-00	USA W-57756	Township 46 North, Range 96 West Section 24: Lots 1, 2, 7, 8	01-31-87	163.49	163.49	100%	12.5%	5.0%
49-043-007-00	USA W-60969	Township 46 North, Range 95 West Section 8: Lots 1-16 Section 9: Lots 1-16 Section 10: Lots 1-16	10-31-87	1936.48	1936.48	100%	12.5%	5.0%
49-043-008-00	USA W-46943	Township 46 North, Range 96 West Section 25: Lots 1, 2, 7, 8	10-31-84	163.79	163.79	100%	12.5%	5.0%
[redacted]-043-014-00	USA W-71853	Township 46 North, Range 91 West Section 19: Lot 8, SE¼NW¼, NE¼SW¼ SW¼SE¼	09-30-85	160.00	160.00	100%	12.5% to 25.0%	-0-

EXHIBIT "B"

Geological Requirements

InterNorth, Inc./Nortex Gas & Oil Company shall be furnished the following information:

One (1) copy of mud log reports, as they are completed during the drilling of the well.

Daily telephone and weekly written drilling reports giving the nature of all work done, tests conducted, shows encountered, cores taken, problems encountered, and depths and formations penetrated, beginning with the date work is commenced at the location and continuing until the well has been plugged or an initial daily potential has been established.

One (1) copy of all forms and reports filed with the State and/or Federal agencies.

One (1) copy of survey plat.

One (1) copy of all wireline logs, both field prints and final prints, drillstem test charts, core analyses, directional surveys, chronological well history, geologic reports, final mud log, plugging record, bottomhole pressure tests, gas-oil ratio tests, openflow potential tests, and any other reports or analyses pertinent to the drilling and completion of the well.

Reports should be mailed to Emmett R. Schmitz; InterNorth, Inc. or Nortex Gas & Oil Company; P.O. Box 17583, T.A.; Denver, Colorado 80217.

Telephone reports should be called in to Anita Lopez at (303) 694-8600, extension 775.

RECORDED Nov 14, 1983 AT 10:00 O'CLOCK A.M.
IN BOOK 224 PAGE 673 RAWLINS, WYO.
722063 MARY G. BRADFORD, COUNTY CLERK

[redacted] [redacted] WY-07 [redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-66293

Lease effective date
October 1, 1966

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

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

T. 26 N., R. 109 W., 6th P.M.

Section 6: Lots 3,4,5,6,7
Section 7: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$

containing 757.67 acres, more or less, in Sublette County, Wyoming

199230

RECORDED January 6 1984 4:00 P M
IN BOOK 70 Or R PAGE 38
FEES $6.00 Lauri Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stivin

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October, 1983.
ENERGY RESERVES GROUP, INC.

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

P. O. Box 1407
(Assignor's Address)
Denver, CO 80201
(City) (State) (Zip Code)

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

PART II

ASS GNEE'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 3 day of November , 1983 .

X Bill St John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER , 1983.

My Commission Expires:
STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

Notary Public in and for HARRIS County, State of TEXAS .

NOTARY PUBLIC STATE OF TEXAS

[redacted] [redacted] [redacted]

WY-073010-000

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-72445

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

The undersigned, as owner of 3.90625 percent of operating rights in the above-designated 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)

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

Section 17: All
Section 18: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$

containing 1,228.88 acres, more or less, in Sublette County, Wyoming

199281

RECORDED January 6 1984 4:00 P M
IN BOOK 70 Oil & Gas PAGE 40
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

3. Specify interest or percent of operating rights being conveyed to assignee	2.34375%
4. Specify interest or percent of operating rights being retained by assignor	1.56250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October , 19 83.

ENERGY RESERVES GROUP, INC.

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

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

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

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

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 3 day of November , 1983 .

X Bill St. John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 17th day of October 1983.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

My Commission Expires
3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER , 1983.

NOTARY PUBLIC STATE OF TEXAS

STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

My commission expires

Notary Public in and for HARRIS County, State of TEXAS .

[redacted] [redacted] WY-070[redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-5192

Lease effective date
May 1, 1967

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

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

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

containing 1,255.36 acres, more or less, in Sublette County, WY

19920?

January 6 1983 4:00 P.M.
IN BOOK 70 PAGE 42
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinnon

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October , 19 83 .

ENERGY RESERVES GROUP, INC.

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

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

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

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

12

43

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 3 day of November , 1983 .

Bill St John — P. O. Box 569
(Assignee's Signature) (Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC STATE OF COLORADO LEE J. ROLLER

WITNESS my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as the president of Primary Fuels, Inc., a Texas corporation, and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of November, 19 83

My Commission Expires
3-27-87

Katherine Renee Bivens
Notary Public in and for Harris County, State of Texas.

NOTARY PUBLIC STATE OF TEXAS

WY-070246-000

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-5561

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

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

Section 21: N½
Section 29: N½

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

199233

RECORDED January 6 1984 4:00 P M
IN BOOK 70 Oil & Gas PAGE 44
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October , 19 83 .

ENERGY RESERVES GROUP, INC.

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

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

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

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

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERAT NG 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 3 day of November , 1983 .

Bill St John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires: 3/20/86

Lee J. Roller

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

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as the president of Primary Fuels, Inc., a Texas corporation, and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of November, 1983

My Commission Expires

5-27-87

Catherine Rene Zigelow

Notary Public in and for Harris County, State of Texas.

NOTARY PUBLIC STATE OF TEXAS

[redacted] [redacted] [redacted]

WY-070225-000

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-52118

Lease effective date
March 1, 1971

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

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

T. 27 N., R. 109 W., 6th P.M.
Section 28: All

containing 640.00 acres, more or less, in Sublette County, Wyoming

199204

RECORDED January 6 1984 4:00 P M
IN BOOK 70 Ox S PAGE 46
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.18125%

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 October , 1983 .
ENERGY RESERVES GROUP, INC.

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

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

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

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

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#7

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 3 day of November , 19 83 .

Bill St John

(Assignee's Signature)

P.O.Box 569

(Assignee's Address)

Bill St. John-President
Primary Fuels, Inc

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:

3/20/86

Lee J. Roller

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

STATE OF TEXAS

COUNTY OF HARRIS

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS, INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER, 1983.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires

STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1985

Stevenie B. Frye

Notary Public in and for HARRIS County, State of TEXAS.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WY-070251-000

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-5123

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

T. 27 N., R. 109 W., 6th P.M.
Section 29: SE¼

containing 160.00 acres, more or less, in Sublette County, Wyoming

199235

RECORDED January 6 1984 4:00 PM
IN BOOK 70 Misc PAGE 48
FEES $6.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Schwenke

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October , 19 83.

ENERGY RESERVES GROUP, INC.

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

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

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

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

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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 3 day of November , 1983 .

X _____ P. O. Box 569
(Assignee's Signature) (Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

~~Houston, Texas 77001~~
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PETRUREY FUELS INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER , 1983.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires
Notary Public, State of Texas
My Commission Expires Feb. 8, 1986

Notary Public in and for HARRIS County, State of TEXAS.

[redacted] WY-0702[redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-27518

Lease effective date
March 1, 1971

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

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

T. 27 N., R. 109 W., 6th P.M.
Section 29: $SW\frac{1}{4}$
Section 30: Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$

containing 753.04 acres, more or less, in Sublette County, Wyoming

199236

RECORDED January 6 1984 4:00 PM
IN BOOK 70 O&G PAGE 50
FEES $6.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7.58125%

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 October , 1983 .
ENERGY RESERVES GROUP, INC.

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

Bernard A. Wirth, Attorney-in-Fact

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

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

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

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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 3 day of November , 1983 .

X Bill St John — P. O. Box 569
(Assignee's Signature) (Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

~~Houston, Texas~~ ~~77001~~
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 17th day of October 1983.

NOTARY PUBLIC STATE OF COLORADO LEE J. ROLLER

My Commission Expires:
3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as the president of Primary Fuels, Inc., a Texas corporation, and acknowledged to me that he executed the same, on behalf 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 2nd day of November, 1983

My Commission Expires

5-27-87

Catherine Rose Bigelow
Notary Public in and for Harris County, State of Texas.

NOTARY PUBLIC STATE OF TEXAS

[redacted] [redacted] [redacted]

WY-072220-000

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-66305

Lease effective date
May 1, 1967

PART I

1. Assignee's Name
Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

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

Section 31: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$
Section 32: $W\frac{1}{2}NW\frac{1}{4}$

containing ~~767.08~~ 676.08 acres, more or less, in Sublette County, Wyoming

199287

RECORDED January 6 1984 4:00 P M
IN BOOK 70 Oil & G PAGE 52
FEES $6.00 Lavi J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.9%

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 October, 1983.
ENERGY RESERVES GROUP, INC.

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

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

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

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

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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 3 day of November , 19 83 .

X Bill St John
(Assignee's Signature)

P.O.Box 569
(Assignee's Address)

Bill St. John-President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS, INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER, 1983.

My Commission Expires
STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

Notary Public in and for HARRIS County, State of TEXAS.

NOTARY PUBLIC STATE OF TEXAS

[redacted] [redacted] [redacted]

WY-071876-000

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-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 77001

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

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

T. 27 N., R. 109 W., 6th P.M.
Section 32: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}SW\frac{1}{4}$
containing 560.00 acres, more or less, in Sublette County, Wyoming

199203

RECORDED January 6 1984 8:00 PM
IN BOOK 70 Oil PAGE 54
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Keene

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.4%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created hereon, which, when 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 October , 19 83 .
ENERGY RESERVES GROUP, INC.

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

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

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

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

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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 3 day of November , 19 83.

X Bill St. John — P.O.Box 569
(Assignee's Signature) (Assignee's Address)

Bill St. John-President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER 19 83

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires
STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

Stevenie B. Frye
Notary Public in and for HARRIS County, State of TEXAS.

[redacted] [redacted] [redacted]

WY-070224-000

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-52116

Lease effective date
May 1, 1967

PART I

1. Assignee's Name
Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

T. 27 N., R. 109 W., 6th P.M.
Section 33: All

containing 640.00 acres, more or less, in Sublette County, Wyoming

199289

RECORDED January 6 1984 4:00 P M
IN BOOK 70 Deed PAGE 56
FEES $6.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Thune

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October, 19 83.

ENERGY RESERVES GROUP, INC.

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

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

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

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

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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 3 day of November , 19 83.

X Bill St. John
(Assignee's Signature)

P.O.Box 569
(Assignee's Address)

Bill St. John-President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as the president of Primary Fuels, Inc., a Texas corporation, and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of November, 19 83

My Commission Expires

3-27-87

Notary Public in and for Harris County, State of Texas.

NOTARY PUBLIC STATE OF TEXAS

WY-073090-000

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-48190

Lease effective date
December 1, 1974

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

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

The undersigned, as owner of TR I-.97656%; TR II-1.95312% / percent of operating rights in the above-designated 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)

Tract I

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

Section 1: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$

Tract II

Section 2: Lots 1,2, $S\frac{1}{2}NE\frac{1}{4}$

containing 481.76 acres, more or less in Sublette County, Wyoming

199290

RECORDED January 6 1984 4:00 P M
IN BOOK 70 Oil & Gas PAGE 58
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ellerine

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I .585936%; Tract II 1.171872%
4. Specify interest or percent of operating rights being retained by assignor	Tract I .390624%; Tract II .781248%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract I 6.875%; Tract II 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 17th day of October, 19 83.

ENERGY RESERVES GROUP, INC.

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

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

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

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

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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 3 day of November , 1983 .

X Bill St. John — P. O. Box 569
(Assignee's Signature) (Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 17th day of October 1983.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

My Commission Expires:
3/20/85

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

NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as the president of Primary Fuels, Inc., a Texas corporation, and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of November, 1983

My Commission Expires

5-27-87

Catherine Renee Digeton
Notary Public in and for Harris County, State of Texas.

[redacted] [redacted] WY 0730[redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-73776

Lease effective date
May 1, 1967

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 1407
Denver, CO 80201

The undersigned, as owner of TR I-7.03125%; TR II-7.8125%; TR III-6.25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

BOOK 70 PAGE 60

T. 30 N., R. 110 W., 6th P.M.

Tract I - Section 1: NE¼SE¼

Tract II - Section 2: Lots 3,4, S½NW¼, S½

Tract III - Section 11: W½

containing 840.28 acres, more or less, in Sublette County, Wyoming

199291

RECORDED January 6 1984 8:00 A.M.
IN BOOK 70 Oil PAGE 60
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Thune

3. Specify interest or percent of operating rights being conveyed to assignee	TR I-4.21875%; TR II-4.6875%; TR III-3.75%
4. Specify interest or percent of operating rights being retained by assignor	TR I-2.81250%; TR II-3.1250%; TR III-2.50%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October, 1983.
ENERGY RESERVES GROUP, INC.

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

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

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

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

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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 3 day of November , 19 83 .

X Bill St John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Houston, Texas 77001
(City) (State) (Zip Code)

Bill St. John - President
Primary Fuels, Inc.

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

In witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS, INC, a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER , 1983.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires

STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

Notary Public in and for ~~TEXA~~ HARRIS County, State of TEXAS .

[redacted] [redacted] [redacted] WY-070250-000

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-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, TX 77001

The undersigned, as owner of 3.90625 percent of operating rights in the above-designated 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)

T. 27 N., R. 110 W., 6th P.M.
Section 13: N½

containing 320.00 acres, more or less, in Sublette County, Wyoming

199202

RECORDED January 6 1984 4:00 PM
IN BOOK 70 Oil & Gas PAGE 62
FEES $6.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	2.34375%
4. Specify interest or percent of operating rights being retained by assignor	1.56250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October , 1983 .

ENERGY RESERVES GROUP, INC.

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

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

Bernard A. Wirth, Attorney-in-Fact

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

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

62

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 3 day of November , 1983 .

X Bill St John — P. O. Box 569
(Assignee's Signature) (Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

Houston, Texas — 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal this 17th day of October 1983.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

My Commission Expires
3/20/86

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

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS, INC., a corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER, 1983.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires
STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

Notary Public in and for HARRIS County, State of TEXAS

[redacted] [redacted] [redacted]

WY-070249-000

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-5106

Lease effective date
May 1, 1967

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

The undersigned, as owner of TR I-3.90625%; TR II-3.125% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above the operating rights in such lease as specified below.

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

Tract I T. 27 N., R. 110 W., 6th P.M.
Section 26: $S\frac{1}{2}$

Tract II Section 14: $NW\frac{1}{4}$
Section 26: $SE\frac{1}{4}SE\frac{1}{4}$

containing 520.00 acres, m/l, in Sublette County, Wyoming

199293

RECORDED January 6 1984 4:00 PM
IN BOOK 70 Oil & Gas PAGE 64
FEES $6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I 2.34375%; Tract II 1.8750%
4. Specify interest or percent of operating rights being retained by assignor	Tract I 1.56250%; Tract II 1.2500%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract I 6.3%; Tract II 5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October , 19 83 .
ENERGY RESERVES GROUP, INC.

Bernard A. Wirth — P. O. Box 1407
(Assignor's Signature) (Assignor's Address)

Bernard A. Wirth, Attorney-in-Fact

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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: [illegible] 64

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 3 day of November , 19 83 .

Bill St John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Bill St. John - President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 17th day of October 1983, before me personally appeared Bernard A. Wirth, to me personally know, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

NOTARY PUBLIC STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared BILL ST. JOHN known to me to be the person whose name is subscribed to the foregoing instrument as THE president of PRIMARY FUELS, INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 3 day of NOVEMBER, 1983.

My Commission Expires
STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

Stevenie B. Frye
Notary Public in and for HARRIS County, State of TEXAS.

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-0320797

Lease effective date
December 1, 1965

PART I

1. Assignee's Name
Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

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

Section 23: W½SE¼, SW¼
Section 26: NW¼, W½NE¼, SE¼NE¼, SW¼, N½SE¼, SW¼SE¼

containing 800.00 acres, more or less, in Sublette County, Wyoming

199204

RECORDED January 6 1984 4:00 PM
IN BOOK 70 Oil PAGE 66
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

3. Specify interest or percent of operating rights being conveyed to assignee	1.875%
4. Specify interest or percent of operating rights being retained by assignor	1.250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.25%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 October , 1983 .
ENERGY RESERVES GROUP, INC.

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

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

66

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.

67

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 3 day of November , 19 83.

X Bill St John
(Assignee's Signature)

P.O.Box 569
(Assignee's Address)

Bill St. John-President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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) ss
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NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:

3/20/86

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as the president of Primary Fuels, Inc. a TEXAS corporation, and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of November, 1983.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires

Notary Public, State Of Texas
My Commission Expires Feb. 5, 1986

Notary Public in and for Harris County, State of TEXAS.

[redacted] [redacted] WY-07[redacted]00

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

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Lease Serial No.
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Address *(include zip code)*

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

Section 23: $E\frac{1}{2}SE\frac{1}{4}$
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$

limited to the rights in the Second Frontier Formation only

containing 120.00 acres, more or less in Sublette County, Wyoming.

199295

RECORDED January 6 1984 11:00 AM
IN BOOK 70 Oil & Gas PAGE 68
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

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	6.25% x 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	5.25%

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

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ENERGY RESERVES GROUP, INC.

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

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

Bernard A. Wirth, Attorney-in-Fact

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

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THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

68 (Title) (Date)

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Cy

PART II

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Executed this 3 day of November , 19 83 .

X Bill St John
(Assignee's Signature)

P.O.Box 569
(Assignee's Address)

Bill St. John-President
Primary Fuels, Inc.

Houston, Texas 77001
(City) (State) (Zip Code)

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) ss
COUNTY OF DENVER)

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NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this 17th day of October 1983.

My Commission Expires:
3/20/86

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

STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGMENT

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Given under my hand and seal of office this 3 day of NOVEMBER , 1983.

My Commission Expires
STEVENIE B. FRYE
Notary Public, State Of Texas
My Commission Expires Feb. 8, 1986

Stevenie B. Frye
Notary Public in and for HARRIS County, State of TEXAS.

NOTARY PUBLIC STATE OF TEXAS

THIS GENERAL ASSIGNMENT, CONVEYANCE, BILL OF SALE AND TRANSFER (hereinafter called "Assignment"), effective as of November 1, 1983, from DOME PETROLEUM CORP., a North Dakota corporation, whose address is 1625 Broadway, Denver, Colorado, hereinafter called "Grantor," to TEXACO OILS INC., a Delaware corporation, whose address is Post Office Box 2100, Denver, Colorado, 80201, hereinafter called "Grantee."

W I T N E S S E T H :

That Grantor by these presents does hereby sell, convey, assign, transfer, set over, and deliver unto Grantee, and unto its successors and assigns, all and singular, the properties, assets, and rights of whatsoever kind or nature of Grantor included within the definition of Purchased Assets in that certain Purchase and Sale Agreement dated November 21, 1983, between the Grantor, Grantee and others (and only as specifically set forth in said Purchase and Sale Agreement), wheresoever situated, including, but not limited to, that situated in the States of Arkansas, Arizona, Colorado, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, and Wyoming, including particularly, but without limiting the generality of the foregoing, all oil and gas leases and leasehold operating rights, oil, gas, and other minerals, all mineral rights and interests, all royalty, overriding royalty, production payments, carried, working, and net profit interests (convertible or otherwise), all other interests payable out of or on account of oil, gas, or other hydrocarbons, all rights-of-way, easements, permits, licenses, gas processing plants, and other structures, all oil wells, gas wells, water wells, injection wells, derricks, pumps, casing, rods, tubing, well-head equipment, separators, tanks, pipelines, valves, fittings, and other facilities for gathering, storing, treating, processing, handling, transporting, or transmitting oil, gas, other hydrocarbons, other petroleum products, all lease, field and plant equipment and accessories, oil and products in storage, whether in surface tanks or underground, or in pipelines, and all contracts, agreements and rights and interests under agreements, accounts receivable, causes of actions and other intangible assets, rights, or benefits, and all other forms of personal property.

EXPRESSLY RESERVING, EXCEPTING AND EXCLUDING, HOWEVER, from this Assignment that property owned by Grantor on the effective date hereof as generally described in Exhibit "A" attached hereto and incorporated herein by this reference.

199313

RECORDED January 9 1984 8:00 A M
IN BOOK 70 Oil PAGE 70
FEES $38.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, [illegible], WYOMING
by Dorothy M Lewis

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns forever, together with all and singular the properties, assets, rights and appurtenances, thereto belonging or in anywise incident or appertaining thereto; and Grantor hereby binds itself, its successors and assigns to specially warrant title to the said oil and gas leases unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof occurring or arising out of occurrences or omissions by, through or under Grantee, but not otherwise. This Assignment is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect to said properties, assets, and rights or any part thereof.

Grantor covenants to hereafter execute and deliver to Grantee, from time to time, other general and specific conveyances, assignments, and other instruments relating to certain of its properties, assets, and rights, and Grantor hereby covenants to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law so to do, at Grantee's expense, to execute and deliver to Grantee all such other further instruments of conveyance, assignment, and transfer and all such notices, releases, acquittances, and other documents, and to do all such other acts and things, as may be necessary more fully or specifically to convey and assign to and vest in Grantee, its successors or assigns, title to all and singular the properties, assets and rights hereby conveyed, assigned, or transferred. Nothing contained in such other general and specific instruments of conveyance, assignment, and transfer (except to such extent as may be therein specifically stated with reference to specific properties) shall be deemed to limit or restrict the properties, assets, and rights, herein conveyed, assigned, or transferred to Grantee.

If for any reason any of said property, including but not limited to the properties described in Exhibit "B" attached hereto and incorporated herein by this reference, is not transferable at the date of this Assignment without the consent of a third party or parties, or cannot be made transferable by subsequent consent of third party or parties, or if any such assignment without such consent would constitute a breach of any lease, contract or agreement or in any way affect Grantor's or Grantee's rights, then legal title to such property shall be EXCEPTED AND EXCLUDED from this Assignment and shall not be deemed transferred hereby, but such property shall be held in trust by Grantor for Grantee, its successors and assigns forever, and all of the rents, issues, profits, and income therefrom over and above necessary expenses, and the net proceeds upon any sale of such property, shall be turned over to Grantee or

its successors or assigns, and any such property so held in trust by Grantor for Grantee shall, if it shall become transferable, be assigned, transferred, conveyed, and delivered over to Grantee by deed, assignment, bill of sale, or such other form of instrument as Grantee shall reasonably request.

This Assignment is subject to the Purchase and Sale Agreement dated November 21, 1983, and shall be effective for all purposes as of November 1, 1983.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Assignment.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed on this 16th day of December, 1983 by its Vice President, duly authorized.

GRANTOR:

DOME PETROLEUM CORP.

Attest: Richard A Tooke

By J. Arnold Shell
Vice President

72

WYOMING

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 16th day of December, 1983, by J. Arnold Snell, the Vice President of DOME PETROLFUM CORP., a North Dakota corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Anna J. Terebee
Notary Public

My Commission Expires:

I reside at:

My Commission Expires October 1, 1985
2900 Dome Tower
1625 Broadway
Denver, CO 80202

ANNA J. TEREBEE NOTARY PUBLIC STATE OF COLORADO

EXHIBIT A

General Categories of Major Excluded Assets

Dome Petroleum Corp.

(All assets are owned by Dome Petroleum Corp. unless otherwise specified)

1. Interests in real estate on attached schedule.

2. Office equipment, furniture and fixtures in buildings and premises excluded from sale.

3. Computer equipment (hardware) leased and owned connected to central EDP facility.

4. Motor vehicles owned and leased from Gelco Services Fleet and Management Company.

5. Interest in Machii Ross/TOA/Spindle NGL plant and related Spindle Pipeline located in Weld County, Colorado.

6. Transalta Oil & Gas (Alaska) Inc.

7. Siebens Oil & Minerals Inc.

8. All accounts receivables, deposits, prepaid expenses, other than Accounts Receivable as defined in the Agreement.

9. Dome Pipeline Corporation (Cochin and other pipelines).

10. Dome Pipeline Corporation of Ohio (Cochin Pipeline).

11. DMA Pipeline System (Cochin Pipeline).

12. Oxford Energy, Inc.

13. Provo Oils, Inc.

14. Dome Enterprises Inc.

15. Intercompany Receivables.

16. NGL marketing operations - Houston.

17. Storage, marketing, and distribution facilities and operations related to the Cochin Pipeline, including terminals.

Real Property Interests

Property	Description	Expiry	Lessor
Dome Tower 1625 Broadway Denver, Colorado	140,000 square feet on 8 floors	02/28/86 and 07/31/90	Oxford Ansco Development Company
2700 Liberty Tower 100 Broadway Oklahoma City, Oklahoma	Part of 27th Floor	11/30/85	Liberty Property Management
Part of Lot 3, Coy Hill Industrial Subdivision Farmington, New Mexico	2,000 square feet of warehouse/office one acre of land	10/31/86	Andes, Lang & Andes
Crescent Yard Crescent, Oklahoma	3,000 square feet building		OWNED BY DOME
Mondak Yard NW 1/4 of Section 34 TWP 149 N 104 5th Williston, North Dakora	Fenced yard with modular office trailer	06/30/86	Douglas Rau Trailer owned by Dome
Syracuse Yard Hamilton County Kansas	21,750 square feet land with metal building		OWNED BY DOME AND BRADSHAW PARTNERS

EXHIBIT B
TO
GENERAL ASSIGNMENT, CONVEYANCE,
BILL OF SALE AND TRANSFER LEASES

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
LOUISIANA LA-026-618	Farmers Land & Canal Co.	Borden, Inc.	T10S-R7W Sec. 25 Bk. 1610/Pg. 22 Beauregard Parish
MISSISSIPPI MS-002-138E	Sun Exploration & Production Co.	Dome Petroleum Corp.	T11N-R1W Sec. 5 50 gross/25 net Bk._____, Pg._____ Yazoo Co.
OKLAHOMA 157-2363A	Chas Vanderwork, et al	Richard Darnell	T18N-R17W: Sec. 6, Lot 1, NE NE, SE NE E/2 SE FP acrg. 160 gross/120 net Dewey County
157-2363B	Rodger Smith	Cecil Job	T18N-R17W: Sec. 6, E/2 SE 80 gross/10.66 net Book 373/Page 499 Dewey County
157-2363C	Sherrill Comport	Cecil Job	T18N-R17W: Sec. 6 E/2 SE 80 gross/5.33 net Book 373/Page 501 Dewey County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
157-2363D	Mabyl Wilson	Cecil Job	T18N-R17W: Sec. 6, E/2 SE 80 gross/5.33 net Book 373/Page 503 Dewey County
157-2363E	Lynn Boyce	Cecil Job	T18N-R17W: Sec. 6, E/2 SE 80 gross/5.33 net Book 373/Page 505 Dewey County
157-2363F	Irma Smith	Cecil Job	T18N-R17W: Sec. 6, E/2 SE 80 gross/13.35 net Book 373/Page 507 Dewey County
157-2364A	Loleta Clayton	Cecil Job	T18N-R17W: Sec. 6 Lot 2 & E/2 SW SW SE, SE NW N/2 SW NE 220 gross/110 net Book 373/Page 509 Dewey County
157-2364B	J.P. Hanigan	David Murphy	T18N-R17W: Sec. 6 Lot 2 & N/2 SW NE, SE NW, E/2 SW SW SE 220 gross/55 net Book 329/Page 159 Dewey County
157-2364C	Wm. A. Hiatt	David Murphy	T18N-R17W: Sec. 6 Lot 2 & N/2 SW NE, SE NW, E/2 SW SW SE 220 gross/55 net Book 329/Page 161 Dewey County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
157-2365A	Alexander Jankowski	Cecil Job	T18N-R17W: Sec. 6, Lots 3 & 4 79.67 gross/39.84 net Book 374/Page 503 Dewey County
157-2365B	Roy J. Foale	Helmrich & Payne	T18N-R17W: Sec. 6, Lots 3 & 4 79.67 gross/39.83 net Book 329/Page 167 Dewey County
157-2366	Lizzie E. Winburn	Cecil Job	T18N-R17W: Sec. 6, Lots 5, 6, 7 115.05 gross/115.05 net Book 329/Page 136 Dewey County
157-2367A	Kirby Petroleum	Cecil Job	T18N-R17W: Sec. 6, NW SE, S/2 SW NE 60 gross/40 net Book 331/Page 377 Dewey County
157-2367B	Leota Clayton	Humble Oil	T18N-R17W: Sec. 6, NW SE, S/2 SW NE 60 gross/20 net Book 205/Page 161
161-2401	James Umbach	Fred Hirzel Jr.	T8N-R7W: Sec. 32 SE NE, SW SW NE 50 gross/50 net Book 915/Page 442 Grady County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
161-2402A	Ancel Stanton	Fred Hirzel Jr.	T8N-R7W: Sec. 32 E/2 SE, N/2 NW SE 100 gross/50 net Book 916/Page 576 Grady County
161-2402B	Ray Carroll Smedley	Fred Hirzel Jr.	T8N-R7W: Sec. 32 E/2 SE, N/2 NW SE 100 gross/50 net Book 916/Page 581 Grady County
161-2403A	Tony Chandler	J.M. Jackson	T8N-R7W: Sec. 32 N/2 NE, N/2 SW NE, SE SW NE 110 gross/52.71 net Book 991/Page 223 Grady County
161-2404	H.C. Bowman	J.M. Jackson	T8N-R7W: Sec. 32 E/2 NW Lots 9, 10, 13, 14 80 gross/80 net Book 991/Page 220 Grady County
161-2405	G.C. Cunningham	Fred Hirzel Jr.	T8N-R7W: Sec. 32 E/2 NW Lots 9, 10, 13, 14 80 gross/80 net Book 914/Page 542 Grady County
163-2150A	Katherine Coffey, et al.	P.D. Dunford	T15N-R10W: Sec. 9 W/2 SE & S. 90 acs. of SW 170 gross/170 net Book 193/Page 87 Blaine County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
163-2151A	Katherine Coffey, widow	P.D. Dunford	T15N-R10W: Sec. 9 NW, W/2 NE & N. 70 acs. 310 gross/220 net Book 193/Page 85 Blaine County
163-2151B	Nellie Temple	H.W. Collier	T15N-R10W: Sec. 9: W/2 NE 80 gross/10 net Book 195/Page 331 Blaine County
241-2551	Linda Kremeier	Julian Otterson	T14N-R7W: Sec. 3, Lots 1 & 2, S/2 NE 163.4 gross/163.4 net Book 640/Page 130 Canadian County
190-3020-A	Walter Stribel	Carl S. Ford	T18N-R7W: Sec. 4: NE/4 160 gross/160 net Book 153, Page 359 Kingfisher County
197-2607	Addison Burr Foss, et al.	T.C. Craighead	T6S-R2W: Sec. 1, Lots 3 & 4 79.43 gross/79.43 net Book 217/Page 51 Love County
197-2608-A	Piper Pet	Petro Lewis	T6S-R2W: Sec. 2, N/2 NE limited to the Deere formation 80 gross/2.48 net Book 273/Page 739 Love County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
197-2608-B	Ladd Pet. Corp.	Petro Lewis	T6S-R2W: Sec. 2, N/2 NE from surface to base of deepest producing formation 79.33 gross/19.83 net Book 261/Page 428 Love County
197-2608-C	Gertrude O. Oliphant	Petro Lewis	T6S-R2W: Sec. 2, N/2 NE 79.33 gross/.62 net Book 265/Page 689 Love County
197-2608-D	Exchange Nat'l Bank, Trustee	Petro Lewis	T6S-R2W: Sec. 2, Lots 1 & 2 79.33 gross/9.92 net Book 265/Page 691 Love County
197-2608-E	Agnes Donkin Wilkinson	Petro Lewis	T6S-R2W: Sec. 2, Lots 1 & 2 79.33 gross/.12 net Book 265/Page 687 Love County
197-2608-F	Charles W. Oliphant, et al.	Petro Lewis	T6S-R2W: Sec. 2, Lots 1 & 2 79.33 gross/1.86 net Book 266/Page 545 Love County
197-2608-G	Sohio	Petro Lewis	T6S-R2W: Sec. 2, N/2 NE from the surface to 100' below depth drilled 79.33 gross/12.27 net Book 267/Page 1009 Love County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
197-2608-H	S.W. Clutts & Ruth Clutts	Petro Lewis	T6S-R2W: Sec. 2, N/2 NE 79.33 gross/19.83 net Book 217/Page 53 Love County
192-3037-B	Tom G. Haile, et ux	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/5 net Book 321/Page 309 Hughes County
192-3037-C	Letha Childers	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/20 net Book 321/Page 317 Hughes County
192-3037-D	F.P. Swan, et al.	C.W. Michaels	T4N-R9E: Sec. 14, NW/4 less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/7.5 net Book 321/Page 313 Hughes County
192-3037-E	Diffie E. Burton, et al.	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/2.5 net Book 324/Page 231 Hughes County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
192-3037-M	H.J. Conhaim, et ux	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/2 net Book 321/Page 319 Hughes County
192-3037-N	Patsy Greenan, Jr., et al.	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/5 net Book 321/Page 315 Hughes County
192-3037-O	Sara C. Testa	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/10.67 net Book 324/Page 229 Hughes County
350082 OK 1900B	Cecil March, et al	Jack B. Smith	T1N-R7W: Sec. 10 #1 Eason 60 gross/10 net Book 1096/Page 267 Stephens County
OK045-2626A	Boyd Cable, et ux	TXO Corp.	T3N-R14E: Sec. 12, SE/4 160 gross/114.43 net Book 429/Page 601 Pittsburgh County

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION (Sec./T-R/Co./Gr & Net Acres)	BOOK & PAGE
TEXAS TX057-617R	The Federal Land Bank of Houston	Inex Corp.	Capitol Syndicate Subdivision Block 4 Sec. 63 E/2 Sec. 57 and 62: All	
TX 057-602A	Fed. Ld. Bk Houston #1074	Irex Corp.	Brooks-Burleson Blk. 1 Sec. 20	Bk 218/Pg 173
TX 057-603A	Fed. Ld. Bk Houston #1079	Irex Corp.	B.S. Lf. Blk. 1 Sec. 1	Bk 218/Pg 198
TX 057-604A	Fed. Ld. Bk Houston #1068	Irex Corp.	F.D. Wright S/D Blk. 7 Sec. 17	Bk 218/Pg 143
TX 057-605	Fed. Ld. Bk Houston #	Irex Corp.	F.D. Wright S/D Capital Syn. S/D Blk. 7 Sec. 34	Bk 218/Pg 193
TX 057-606	Fed. Ld. Bk Houston #	Irex Corp.	M.E. Hay S/D Blk. 1 Sec. 81	Bk 218/Pg 153
TX 057-607	Fed. Ld. Bk Houston #	Irex Corp.	F.D. Wright S/D, Capital Syn. S/D Blk. 7 Sec. 21	Bk 218/Pg 188
TX 057-608A	Fed. Ld. Bk Houston #	Irex Corp.	Capital Syn. S/D Blk. 8 Sec. 24	Bk 218/Pg 133
TX 057-609A	Fed. Ld. Bk Houston #1069	Irex Corp.	S.P RR Blk. 1 Sec. 3	Bk 218/Pg 148
TX 057-610	Fed. Ld. Bk Houston #	Irex Corp.	M.E. Hay Blk. 1 Sec. 96	Bk 218/Pg 178

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
TX 057-611	Fed. Ld. Bk Houston #1004	Irex Corp.	Brooks-Burleson Blk. 1 Sec. 32, 39 Read-Allen S/D #1 Lots 11, 12, 13, 14 OK Mapes Sur. Blo 2
WEST VIRGINIA WV-003-124	Board of Education	Burdette Oil & Gas Co.	Beginning at a sycamore tree on bank of the Ohio River thoroughfare; thence northeast binding on said thoroughfare 26 poles to corner with C.W. Bills line; thence South 58, East 66 poles to corner in the railroad right-of-way; thence south with the line of said railroad right-of-way 66 poles to a stake in the J.W. Bills line; thence northwest in a straight line 66 poles to the sycamore tree, the place of beginning, containing 11 acres and 43 poles, more or less. Bk. 163/Pg. 175 Pleasants Co.

EXHIBIT A

General Categories of Major Excluded Assets

LEASE NO. (State/Area)	LESSOR	LESSEE	DESCRIPTION BOOK & PAGE (Sec./T-R/Co./Gr & Net Acres)
192-3037-M	H.J. Conhaim, et ux	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/2 net Book 321/Page 319 Hughes County
192-3037-N	Patsy Greenan, Jr., et al.	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/5 net Book 321/Page 315 Hughes County
192-3037-O	Sara C. Testa	C.W. Michaels	T4N-R9E: Sec. 14, NW/4, less 2 acres in NE corner; from surface to base of the Oil Creek formation 158 gross/10.67 net Book 324/Page 229 Hughes County
350082 OK 1900B	Cecil March, et al	Jack B. Smith	T1N-R7W: Sec. 10 #1 Eason 60 gross/10 net Book 1096/Page 267 Stephens County
OK045-2626A	Boyd Cable, et ux	TXO Corp.	T3N-R14E: Sec. 12, SE/4 160 gross/114.43 net Book 429/Page 601 Pittsburgh County

87

740 [redacted]

Producers 88-1959

[redacted]

OIL AND GAS LEASE

IN BOOK 207PR PAGE 740 KEN [redacted] CO.
NO. 607496 ELIZABETH C. WADE, CLERK

THIS AGREEMENT, made and entered into this 1st day of November, 19 83 by and between

Walter C. Yose (AKA Walter C. Yose, Jr.) and Maureen Yose (AKA Maurine W. Yose),

husband and wife, of P.O. Box 94, LaBarge, Wyoming 83123,

hereinafter called lessor (whether one or more) and Robert E. Zimmerman, Jr., P.O. 8753, Denver, Colorado 80201

hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ TEN AND MORE---- cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain

tract or tracts of land situated in the County of Lincoln and Sublette, State of Wyoming, described as follows, to-wit:

TOWNSHIP 27 NORTH: RANGE 114 WEST (Sublette Co., Wyoming)
Sec. 32: SW/4SE/4; SE/4SW/4

99323 TOWNSHIP 26 NORTH: RANGE 114 WEST (Lincoln Co., Wyoming)
Sec. 4: SW/4NW/4; NW/4SW/4
Sec. 5: ~~Lots 1,2,3,4; S/2~~NE/4; SE/4NW/4

RECORDED June 9 1984 8:00 A.M
IN BOOK 70 Ovst PAGE 88
FEES 6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY CLERK By Dorothy Mellenie

ENDEXED
ABSTRACTED
PHOTOSTATIC RECORD

1/1

XXXX

10. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

X Walter C. Yose

Walter C. Yose (AKA Walter C. Yose, Jr.)

SS# 529-09-2846

X Maurine W. Yose

Maureen Yose (AKA Maurine W. Yose)

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 7th day of November, 19 83, before me, personally appeared Walter C. Yose (AKA Walter C. Yose, Jr.) and Maureen Yose (AKA Maurine W. Yose), husband and wife, to me known to be the person S described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

My commission expires: 27 September 1984

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires Sept. 27, 1984

Jo Ann Mahoney
Notary Public.

STATE OF
COUNTY OF } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this day of, 19, before me, personally appeared

, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that executed the same as free act and deed.

My commission expires:

Notary Public.

No.

Oil and Gas Lease

FROM

TO

Dated, 19

No. Acres

County

Term

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

Register of Deeds.

By, Deputy

When recorded return to

STATE OF
COUNTY OF } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this day of in the year, before me, a Notary Public, personally appeared, known to me to be the of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

Notary Public.

Form Rat.3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Herman A. Genetti and Imogene Genetti, husband and wife, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 1st day of November, 19 83, between Walter C. Yose (AKA Walter C. Yose, Jr.) and Maureen Yose (AKA Maurine W. Yose), husband and wife, as lessorS, and Robert E. Zimmerman, Jr., as lessee, covering all of that certain tract of land situate in the county of Lincoln & Sublette, State of Wyoming, described as follows:

TOWNSHIP 27 NORTH: RANGE 114 WEST
Sec. 32: SW/4SE/4, SE/4SW/4

TOWNSHIP 26 NORTH: RANGE 114 WEST
Sec. 4: SW/4NW/4, NW/4SW/4
Sec. 5: Lots 1,2,3,4; S/2NE/4, SE/4NW/4

193334

RECORDED January 9 1984 8:00A M
IN BOOK 70 Misc PAGE 90
FEES $6.00 Lois J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Levine

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 29th day of December, 1983.

X Herman A. Genetti
Herman A. Genetti

X Imogene Genetti
Imogene Genetti

Kwik Kopy PRINTING
2709 First Avenue North
Billings, MT 59101
(406) 245-8698

90

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of December, 1983, personally appeared Herman A. Genetti and Imogene Genetti,

husband and wife

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

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

My Commission Expires June 5, 1987

Deputy
Notary Public.

STATE OF .....
COUNTY OF ..... } ss.

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

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

day of....., 19....., personally appeared.....

and

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

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

My Commission Expires.....

.....
Notary Public.

State of .....
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

No.....

FROM

TO

Dated....., 19.....

No. Acres.....

.....County.....

Term.....

This instrument was filed for record on the.....

day of.....19..... at

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

[redacted] ASSIG[redacted]NT WY-071238-0[redacted]

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, *Energy Reserves Group, Inc.*
P. O. Box 1407, Denver, Colorado 80201, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number *0-11142*,
and covering land situate in *Sublette* County, Counties, described as follows:

Township 28 North, Range 113 West
Section 36: E½SW¼, N½, SE¼

From the surface to the base of the Mesaverde Formation only.

and containing *629.00* acres more or less, for and in consideration of the sum of *Ten and more* Dollars
($ *10.00+*) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Belco Petroleum Corporation, 10,000 Old Katy Road, Suite 100
of *Houston, Texas 77055*, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land: *Same as lands described above.*
This Assignment supersedes and replaces that certain Assignment, dated December 15, 1982, by and between Energy Reserves Group, Inc., Assignor, and Belco Petroleum Corporation, Assignee, recorded in Book 68 O & G, Page 246, Sublette County, Wyoming. This Assignment is also made subject to that certain Assignment and Conveyance, dated December 15, 1982, by and between Energy Reserves Group, Inc., Grantor, and Belco Petroleum Corporation, Grantee, recorded in Book 67 O & G, Page 601, Sublette County, Wyoming.

and containing *629.00* acres, more or less, reserving, however, unto assignor *None*

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

IN WITNESS WHEREOF, this instrument executed this *7th* day of *November*, *1983*,
but effective December 15, 1982.

WITNESS:

ENERGY RESERVES GROUP, INC.
Assignor-Lessee

By *Bernard A. Wirth*
Bernard A. Wirth, Attorney-in-Fact DPK

Attest:

Secretary

99325 RECORDED January 9 1984 8:00 A.M.
IN BOOK 78 Misc PAGE 92
FEES 4.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stevie
(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of .....
County of ..... } ss.

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

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

(SEAL)

Notary Public

My Commission expires: .....

ACKNOWLEDGEMENT (For use by Corporation)

State of *COLORADO*
County of *Denver* } ss.

On this *7th* day of *November*, A. D. 19*83*, before me personally appeared *Bernard A. Wirth*, to me personally known, who, being by me duly sworn, did say that he is the *Attorney-in-Fact* of *Energy Reserves Group, Inc.* and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said *Bernard A. Wirth* acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal this *7th* day of *November*, A. D. 19*83*.

(SEAL)

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

My Commission expires: *3/20/86*

~~Assignment approved by Board of Land Commissioners:~~ Filed In The Lease File: December 2, 1983

~~Assignment recorded in the Office of the Commissioner of Public Lands:~~

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.) ls/bj

10M-8-73

92

93

97700-5

8.00

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-77641

Lease effective date
July 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*

P. O. Box 599, Denver, CO 80201

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

2. Describe the lands affected by this assignment

TOWNSHIP 36 NORTH, RANGE 115 WEST

Section 3: All
Section 10: N½, N½S½, SE¼SW¼, S½SE¼

Containing 1,211.00 acres, more or less.

Sublette County, Wyoming

199387

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED January 13 1984 3:30 PM
IN BOOK 70 O & G PAGE 93
FEES $8.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shreve

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 ATTACHED RIDER

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

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

Executed this 28th day of July , 19 83.

S. E. Associates

By: Mark Eisner
MARK EISNER, Partner (Assignor's Signature)

20 Ocean View Road
(Assignor's Address)

By: Mike Sheffer
MIKE SHEFFER, Partner

By: Leonard Schrank by Mike Sheffer attorney in fact
LEONARD H. SHRANK, Partner

Swampscott, MA. 01907
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 1983

By J. R. Spultz
Authorized Officer)

ACTING Chief, Oil & Gas Section

DEC 19 1983

[redacted] [redacted] (Title) [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 29th day of July, 1983.

CHEVRON U.S.A. INC.

By _____ P. O. Box 599
(Assignee's Signature) (Assignee's Address)

Assistant Secretary

Denver CO 80201
(City) (State) (Zip Code)

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

COMMONWEALTH OF MASSACHUSETTS:)
) SS
COUNTY OF SUFFOLK)

On the 28th day of July, A.D., 1983, personally appeared before me Mike Sheffer, Mark Eisner, and Leonard Schrank, by Mike Sheffer, his attorney in fact, the Partners of S. E. Associates, and the signers of the above instrument who, being by me duly sworn, acknowledged to me that they executed the same, of their own free act and deed.

_____
NOTARY PUBLIC
(SEAL)

My Commission Expires: September 15, 1989

(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.

PRODUCTION PAYMENT RIDER

1. As and for a Production Payment, S. E. Associates reserves and excepts from this Assignment, three percent (3%) of eight-eighths (8/8) of all oil, gas and associated hydrocarbons produced and saved or marketed, whichever value is greater, from the minerals in place in the Lease Acreage (or as may be allocated thereto under the terms of any pooling, communitization or unitization agreement or pooling, communitization or unitization arrangement approved by proper Federal or Wyoming governmental authority) under the terms of the lease, and nothing else, whereupon this reservation shall, ipso facto, terminate; provided, however, that unless earlier terminated, the Production Payment in each producing formation of each producing well will terminate no later than the time when eighty percent (80%) of the economically recoverable oil, gas and associated hydrocarbons has been produced and saved or marketed from the Lease Acreage, or as may be allocated thereto, as provided above.

2. In the event of any disagreement as to the point of termination, as aforesaid, Chevron U.S.A. Inc. and S. E. Associates agree that such disagreement will be settled by the decision of two (2) petroleum engineers, one (1) appointed by Chevron U.S.A. Inc. and one (1) appointed by S. E. Associates. If the two (2) petroleum engineers shall be unable to agree, they shall appoint an independent petroleum engineer to resolve the disagreement, and his decision shall be final, binding and conclusive upon the parties hereto.

3. Payment to the reserved interest of S. E. Associates will be solely out of oil, gas and associated hydrocarbons produced and saved or marketed. No payment to the reserved interest will be made from any products resulting from the manufacturing or refining of the oil, gas or associated hydrocarbons. All payments to S. E. Associates made on account of the Production Payment obligation of Chevron U.S.A. Inc. shall be computed and paid at the same time as royalties payable to the United States, as lessor under the terms of said Lease, are computed and paid.

4. From and after the Effective Date of the Assignment of the Lease, Chevron U.S.A. Inc. shall be liable for and pay for all exploration and production costs with respect to the Lease Acreage. Except as specifically provided herein, the reservation of the Production Payment by S. E. Associates shall not imply any leasehold preservation, drilling or development obligation on the part of Chevron U.S.A. Inc. However, nothing herein contained shall relieve Chevron U.S.A. Inc. from compliance with any of the terms and conditions of the Lease.

5. S. E. Associates shall be liable for the same proportionate share of all production and severance taxes and assessments levied upon or against or measured by the production of oil and gas from the Lease Acreage as the interest of S. E. Associates bears to the whole.

6. A certain amount of each payment with respect to the Production Payment reserved by S. E. Associates will be for simple interest, computed at the rate of nine percent (9%) per annum.

7. S. E. Associates agrees to name Chevron U.S.A. Inc. as its agent for disposition of all oil, gas and associated hydrocarbons reserved by it as a Production Payment hereunder.

8. Chevron U.S.A. Inc. and S. E. Associates agree that Chevron's obligation to pay the Producton Payment on oil, as stated in Subsection 1., shall be subject to the provisions of 43 C.F.R., Section 3103.3-6.

9. The parties hereto agree that S. E. Associates or its appointee shall, during the term of the reserved Production Payment, have the right to enter upon all or any part of the Lease Acreage, at any time and from time-to-time, for the purpose of verification of the amount of the Production Payment paid or payable to S. E. Associates.

Form 3106-5
(February 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

Lease Serial No.
W-83434

Lease effective date
December 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Primary Fuels Inc.

Address *(include zip code)*
P. O. Box 569
Houston, Texas 77001

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, 6th P.M.
Section 3: Lots 1, 2, S½N½
Section 4: Lots 1, 2, 3, 4, S½N½
Section 15: SE¼SE¼
Containing 599.43 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

199409

RECORDED January 16 1984 1:00 P M
IN BOOK 70 O & G PAGE 96
FEES $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Steere

Specify interest or percent of assignor's record title interest being conveyed to assignee	*100%*
Specify interest or percent of record title interest being retained by assignor, if any	*none*
Specify overriding royalty being reserved by assignor	*none*
Specify overriding royalty previously reserved or conveyed, if any	*none*

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

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

Executed this 2 day of *December*, 19*83*.

GERMANIUM POWER DEVICES CORP

(Assignor's Signature)

William M. Avery
Treasurer

P. O. Box 65, Shawsheen Village Station
(Assignor's Address)

Andover, Massachusetts 01810
(City) (State) (Zip Code)

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

09484

96
(Title) (Date)

97

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 20th day of December, 19 83

Bill St. John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Houston, TX 77001
(City) (State) (Zip Code)

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as president of PRIMARY FUELS, INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 20th day of December 1983.

My Commission Expires

JACQUELINE D. CANAL
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 11-4-87

Jacqueline D. Canal
Notary Public in and for Harris County, State of Texas

provide and you be furnished the following information in connection with information required by this assignment and request for approval.

State of Mass. }
County of ESSEX } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 2nd day of DECEMBER A. D. 19 83, before me personally appeared William M. Avery to me personally known, who, being by me duly sworn, did say that he is the Treasurer of Germanium Power Devices 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 said William M. Avery acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of DECEMBER A D 1983

William T. Carroll Notary
Notary Public

(SEAL)

My Commission Expires March 23, 1990

My Commission expires

Assignor hereby accepts and reserves an obligation equal to $ 10,000.00 per acre for the number of acres assigned hereby, the same to be paid out of six and one quarter % of the market value at the wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions of renewals thereof. In any event, this production payment will terminate when 90% of the estimated recoverable reserves have been produced. If there is any disagreement as to when this 90% cutoff 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. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy, or any acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date 12-2-83 Signed for Identification Guaranty Bond Davis Corp
Wilma Lee Corp, Lessee

99.

8~

Form 3106-5
(February 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

Lease Serial No.
W-79154

Lease effective date
December 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Primary Fuels Inc.

Address *(include zip code)*
P. O. Box 569
Houston, Texas 77001

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, 6th P.M.
Section 11: SE¼
Section 12: SW¼SW¼
Containing 200.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

199410

RECORDED January 16 1984 1:00 P M
IN BOOK 70 Oil & Gas PAGE 99
FEES $ 8.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	*100%*
4. Specify interest or percent of record title interest being retained by assignor, if any	*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 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 *December*, 19 *83*.

GERMANIUM POWER DEVICES

William M. Avery
(Assignor's Signature)
Treasurer

P. O. Box 65 Shawsheen Village Station
(Assignor's Address)

Andover, Massachusetts 01810
(City) (State) (Zip Code)

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

09484

[redacted] [redacted] (Title) [redacted] (Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 20th day of December, 19 83

Bill St John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Houston, Tx 77001
(City) (State) (Zip Code)

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as president of PRIMARY Fuels, INC, a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 20th day of December 1983.

My Commission Expires

JACQUELINE D. CANAL
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 11-4-87

Jacqueline D Canal
Notary Public in and for Harris County, State of Texas

provide that you be furnished the [illegible] connection with information required by this assignment and request for approval.

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

ACKNOWLEDGMENT (For use by Corporation)

State of MASS. }
County of ESSEX } ss.

On this 2ND day of DECEMBER, A. D. 19 83, before me personally appeared William M. Avery to me personally known, who, being by me duly sworn, did say that he is the Treasurer of Germanium Power Devices 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 said William M. Avery acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2ND day of DECEMBER, A. D. 19 83

William T. Canoll Notary
Notary Public.

(SEAL)

My Commission Expires March 23, 1990

My Commission expires

100

Assignor hereby accepts and reserves an obligation equal to $ 10,000.00 per acre for the number of acres assigned hereby, the same to be paid out of six and one quarter % of the market value at the wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions of renewals thereof. In any event, this production payment will terminate when 90% of the estimated recoverable reserves have been produced. If there is any disagreement as to when this 90% cutoff 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. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy, or any acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date 12-4-83 Signed for Identification Georgetown Power Development Co
By Alan M. Any, Trustee

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, KATHERINE D. GILMORE and W. H. GILMORE, JR., wife and husband, Western Building, Suite 101, 1031 Andrews Hwy., Midland, TX 79701, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-85734, and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 107 West, 6th P.M.
Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMOCO PRODUCTION COMPANY, 1670 Broadway of Denver, Colorado 80202, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 30 North, Range 107 West, 6th P.M.
Section 36: All

THIS ASSIGNMENT IS HEREBY SUBJECT TO THE ATTACHED "REASSIGNMENT RIDER" WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

and containing 640.00 acres, more or less, ~~XXXX

REASSIGNMENT RIDER

Attached to and made part of assignment dated July 1, 19 83.

Assignee agrees not to allow said lease to terminate by non-payment of rentals without first notifying Assignor in writing of its intention to do so at any time not less than sixty (60) days prior to the rental due date under said lease. Said written notification shall be deemed to be properly given if deposited into the United States Post Office with sufficient postage, addressed to W. H. Gilmore, Jr., Western Building - Suite 101, 1031 Andrews Highway, Midland, Texas 79701. Assignor shall have fifteen (15) days from the date of receipt of such notice to elect whether or not to accept a reassignment of such rights in said leased acreage as Assignee has elected to surrender. Upon timely notification by Assignor to Assignee, in writing, of Assignor's election to accept a reassignment thereof, Assignee shall promptly execute and deliver to Assignor an assignment of the rights involved. Failure on the part of the Assignor to notify Assignee within said fifteen (15) day period shall be deemed an election by Assignor not to accept a reassignment and Assignee shall then be free to relinquish said rights or acreage. ~~Assignee's liability, if any, for failure to comply with the foregoing provisions shall be limited to the cash consideration paid for this assignment. The provisions hereof shall apply to the primary term of said lease and to said lease expiration.~~

Initialed for Identification-Assignor _____.

199415

RECORDED January 16, 1984 4:00 PM
IN BOOK 70 O&G PAGE 102
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Rhine

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0[redacted]

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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
Energetics, Inc.

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

The undersigned, as owner of 2.039 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 111 West, 6th P.M.
Section 20: SE/4, NW/4, NW/4SW/4, S/2SW/4
Containing 440.00 acres, more or less,
Sublette county, Wyoming.

Assignment approved as to lands desdribed below

199422

RECORDED January 17 1984 3:00 PM
IN BOOK 70 Oil PAGE 104
FEES $8.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any Seven Percent (7%) of 8/8ths	7.00%

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

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

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

Executed this 9th day of December, 1982.

SUNEXCO ENERGY, INC.

By: _____
(Assignor's Signature)

7853 E. Arapahoe Court, Suite #2500
(Assignor's Address)

ATTEST: _____

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)

#11109
104

361

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed M-065500
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 30th day of December, 1982.

ENERGETICS, INC.

By: _____ 102 Inverness Terrace East
(Assignee's Signature) (Assignee's Address)

Gene W. Anderson, Vice President-Land

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.

INSTRUCTIONS

STATE OF Colorado)
)
COUNTY OF ARAPAHOE)

CORPORATION

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Jeffery L. Tempas, 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 Sunexco Energy, 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 29th day of December, 1982.

My Commission Expires:

May 13, 1984

Marguerite E. Scott
Notary Public 6892 S. Spotswood
Littleton, Colo. 80120

EXHIBIT "A"
Attached to and made a part of that certain Assignment of
Record Title to Oil and Gas Lease Serial Number W-68117,
dated Dec. 29th, 1982.

Hereinafter called Assignee's, a total undivided 2.039% of the record title to the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, lease 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 as of January 1, 1982.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of December, 1982.

My Commission Expires:
My commission expires June 24, 1983

Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

107

Federal #10-19
Federal #10-30
Federal #40-30
WY-216

Form 3106-5
(October 1982)

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-58724

Lease effective date
May 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Energetics, Inc., a Delaware corporation (78.75%)

Western Oil Partners (21.25%)

Address (number, street, city, state, 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 West, 6th P.M. Section 19: Lots 1,2,3,4, E½W½, W½SE¼ Section 30: Lots 1,2,3, E½, E½W½ Containing 933.53 acres, more or less in Sublette County, Wyoming	199423 RECORDED January 17 1984 2:00 PM IN BOOK 70 Oil & Gas PAGE 107 FEES $8.25 Lois J. Yahn COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING Dorothy McGuire

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	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 29th day of December, 1983.

ENERGETICS OPERATING COMPANY

By: _____ mlb
(Assignor's Signature)
Gene W. Anderson, Vice President - Land

116 Inverness Drive 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 _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form [redacted] reproduced provided that copies are exact [redacted] sides on one sheet of both sides of this [redacted] In accordance

[redacted] ASSIGNEE'S REQUEST [redacted] PROVAL OF ASSIGNMENT [redacted]

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 30th day of December, 19 83.

ENERGETICS, INC., a Delaware corporation

By: _____
(Assignee's Signature)
Gene W. Anderson, Vice President - Land

ATTEST _____
Lou Switzer, Assistant Secretary

116 Inverness Drive East
(Assignee's Address)

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

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make 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, 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 30th day of December, 1983.

My Commission Expires:
NOTARY PUBLIC STATE OF COLORADO
23-16-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

(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.

GPO 837 – 559

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 3rd day of January, 1984.

WESTERN OIL PARTNERS

By: Robert L. Mehl
(Assignee's Signature)
Robert L. Mehl, General Partner

116 Inverness Drive 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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Robert L. Mehl known to me to be the person and General Partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WESTERN OIL PARTNERS, and that he executed the same as the act of such Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of December 1984.

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF COLORADO
3-16-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS 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 29th day of December 1983.

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF COLORADO
3-16-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

[redacted] [redacted] [redacted] Vera 40-28

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-62117

Lease effective date
February 1, 1978

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

PART I **199424**

RECORDED January 17 1984 2:00 P M
IN BOOK 70 Misc PAGE 110
FEES 6.25 Lucy Yak COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stinson

1. Assignee's Name

Energetics Operating Company

Address *(include zip code)*

116 Inverness Drive East, Englewood, Colorado 80112

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

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

Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming.

Section 28: NE/4

containing 160 acres, more or less, from the surface to 10,641 feet subsurface.

This Assignment is made expressly subject to the terms and conditions of the attached Assignment of Operating Rights covering the same land.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	12.5%
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 29th day of June, 19 83, but to be effective as of May 3, 1983.

William H. Martin

R. Ken Williams

Edward H. Judson
(Assignors' Signature)
W. D. ANDERSON & SONS

BY: [signature]

1804 First National Bank Building
Midland, Texas 79701
(Assignors' Address)

P.O. Box 136
Midland, Texas 79701
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

12305
(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

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

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

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

NC

Executed this 13th day of July, 19 83.

ENERGETICS OPERATING COMPANY

BY: Gene W. Anderson
Gene W. Anderson, Vice President-Land
(Assignee's Signature)

116 Inverness Drive East
(Assignee's Address)

ATTEST: ENERGETICS OPERATING CO. CORPORATE SEAL
Marguerite E. Scott
Marguerite Scott, Asst 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

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

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

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

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

NOTICE

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

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

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

ROUTINE USES:

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

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

GPO 833-939

COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by William H. Martin, R. Ken Williams and Edward H. Judson.

My Commission Expires:

6-21-86

Sophia M. Canellos
Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 1983, by Payton V. Anderson, a partner, of W. D. ANDERSON & SONS, a Partnership.

My Commission Expires:

11-26-84

Evelyn M. Stapp
Notary Public

WV-584

12365

[illegible] false, fictitious, or fraudulent statements or [illegible]

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of July, 1983, by Gene W. Anderson as Vice President - Land, for Energetics Operating Company.

Witness my hand and official seal.

My Commission Expires June 24, 1987
1633 S. Dawson Way, Aurora, CO 80012

Marjorie M. Phillips
Marjorie M. Phillips Notary Public

12365

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Reference is made to the following described United States Oil and Gas Lease covering the following described land located in Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming:

United States Lease W-62117, dated February 1, 1978, from the United States of America, as lessor, to R. Ken Williams, as lessee, insofar only as said lease covers the NE/4 of Section 28.

W I T N E S S E T H:

W. D. Anderson & Sons, a partnership, William H. Martin, R. Ken Williams and Edward H. Judson, herein collectively called "Assignors", are the owners of record title to the above described United States Lease in the respective proportions of W. D. Anderson & Sons - 1/2, William H. Martin - 1/6, R. Ken Williams - 1/6 and Edward H. Judson - 1/6 and desire to grant to Energetics Operating Company, herein called "Assignee", whose address is 116 Inverness Drive East, Englewood, Colorado 80112, the exclusive right to explore, drill for, test, extract, remove and dispose of all of the oil and gas in the above described land as to the depth hereinafter stated in accordance with the terms of said Oil and Gas Lease and all of the terms and conditions of this Assignment.

I.

Assignment of Operating Rights

For an adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby grant, assign and convey, without warranty of title, express or implied, and subject to the reservation set forth below unto Assignee all of the operating rights and rights to working interest production under the above described United States Oil and Gas Lease insofar only as said lease covers the following described land located in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.

Section 28: NE/4, containing 160 acres, more or less, from the surface down to the depth of 10,641 feet below the surface;

together with all personal property and equipment used or obtained in connection with said lease and land.

This Assignment is not and shall not be construed as an assignment of record title.

II.

Reservation of Overriding Royalty

Assignors hereby except and reserve to themselves, in the respective proportions in which they own record title to the above described lease, as an overriding royalty interest, an undivided 25% of 8/8 of the value at the wells as produced of all oil and gas produced, saved, and sold from the above described land down to the above stated depth, pursuant to the terms and provisions of the above described Oil and Gas Lease as the same may be extended. Said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of said lease is computed and paid, and shall be free and clear of all costs and development and operation but shall bear and pay its proportionate part of all production taxes. Said overriding royalty shall be inclusive of and shall bear and absorb all of the royalty payable to lessor under said lease and all outstanding overriding royalties, production payments or other leasehold burdens payable out of production, if any, heretofore created and payable out of the lessee's

12365

[redacted] [redacted] [redacted]

share of production from the above described land. If Assignors own less than the entire leasehold estate created by the above described lease, or if said lease covers less than the entire Oil and Gas estate in the land covered by said lease, then the overriding royalty herein reserved shall be proportionately reduced. Said overriding royalty as to oil shall be subject to the provisions of 43 C. F. R. 3103.3-6 and may be pooled or communitized to the extent that such pooling or communitization is approved by the Secretary of the Interior or his designated representative. The reservation of said overriding royalty shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of said lease.

III.

Payment of Rentals and Minimum Royalties

Assignors shall pay all rentals and minimum royalties which may become due and payable under the terms of the above described Oil and Gas Lease; provided, however, Assignors shall not be liable for any inadvertent failure to do so. Assignee shall reimburse Assignors for all rentals so paid and attributable to the above described land and for all minimum royalties so paid and attributable to the above described land down to the above stated depth.

IV.

Equal Rights of Ingress and Egress

During the term hereof, Assignors and Assignee and their respective heirs, assigns and successors in interest, shall, for the purposes of production from the respective depths owned by each in the above described land, have all rights granted by said Oil and Gas Lease as incident to or for the purpose of exploring, drilling for, mining, producing and marketing oil, gas and other hydrocarbon substances. The rights of each in this connection shall be equal, mutual and concurrent and each of them shall exercise such rights with due regard for the rights of the other. Neither party shall do or perform any act which might cause said lease to be forfeited or canceled as to the above described land.

V.

Nondiscrimination

In connection with the performance of work under this assignment, Assignee agrees to comply with all of the provisions of Section 202(1) to (7), inclusive, of Executive Order 11246 (30 FR 12319) which are hereby incorporated by reference in this agreement.

VI.

Relationship of Parties

The operations in and upon the above described land by Assignors and Assignee shall be the separate operation of the party conducting the same and shall be at the sole risk and cost and under the exclusive control of that party, and each shall indemnify the other against all claims for damages of every kind to persons or property arising out of or in connection with such operations. This agreement shall not constitute the parties hereto as partners, mining partners or joint venturers, the intention hereof being that the parties are independent contractors.

VII.

Binding Effect

This Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their respective heirs, legal representatives, successors and assigns.

12365

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IN WITNESS WHEREOF this Assigment is executed this 29th day of June, 1983, to be effective, however, as of the 3rd day of May, 1983.

W. D. ANDERSON & SONS, a Partnership

BY: _____
Payton V. Anderson, Partner

_____
WILLIAM H. MARTIN

_____
R. KEN WILLIAMS

_____
EDWARD H. JUDSON

12365

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 1983, by PAYTON V. ANDERSON, partner of W. D. ANDERSON & SONS, a partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

Evelyn M. Stapp
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-15-84

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by WILLIAM H. MARTIN.

WITNESS MY HAND AND OFFICIAL SEAL.

Sophia M. Canelos
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-21-86

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by R. KEN WILLIAMS.

WITNESS MY HAND AND OFFICIAL SEAL.

Sophia M. Canelos
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-21-86

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by EDWARD H. JUDSON.

WITNESS MY HAND AND OFFICIAL SEAL.

Sophia M. Canelos
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-21-86

12365

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Federal 40-28

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-62117

Lease effective date
February 1, 1978

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

PART I 199425

RECORDED Jan 17 1984 2:00 PM
IN BOOK 70 Misc PAGE 117
FEES 16.75 Lucy Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Mathews

1. Assignee's Name

Energetics Operating Company

Address (*include zip code*)

116 Inverness Drive East, Englewood, Colorado 80112

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

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

Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming.

Section 28: SE/4

containing 160 acres, more or less, from the surface to 10,550 feet subsurface.

This Assignment is made expressly subject to the terms and conditions of the attached Assignment of Operating Rights covering the same land.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	12.5%
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 29th day of June, 1983, but effective as of June 30, 1982.

William H. Martin

R. Ken Williams

Edward H. Judson
(Assignors' Signature)

1804 First National Bank Building
Midland, Texas 79701
(Assignors' Address)

W. D. ANDERSON & SONS

BY: _____

P. O. Box 136
Midland, Texas 79701
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

12365

(Title) (Date)

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

[redacted] [redacted] [redacted]

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 13th day of July, 1983.

ENERGETICS OPERATING COMPANY

BY: Gene W. Anderson, Signature Vice President-Land — 116 Inverness Drive East (Assignee's Address)

ATTEST: CORPORATE SEAL — Marguerite Scott, Asst. Secretary — Englewood, (City) Colorado (State) 80112 (Zip Code)

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

INSTRUCTIONS

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

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

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

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

NOTICE

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

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

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

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

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

GPO 833-05[illegible]

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United States Department, Bureau of Indian Affairs, Proposed Statements of Representation

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of July, 1983, by Gene W. Anderson as Vice President - Land, for Energetics Operating Company.

Witness my hand and official seal.

My Commission Expires June 24, 1987
1533 S. Dawson Way, Aurora, CO 80012

Marjorie M. Phillips
Marjorie M. Phillips Notary Public

COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by William H. Martin, R. Ken Williams and Edward H. Judson.

My Commission Expires:
6-21-86

Sophia M. Canellos
Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 1983, by Payton V. Anderson, a partner, of W. D. ANDERSON & SONS, a Partnership.

My Commission Expires:
6-15-84

Evelyn M. Stapp
Notary Public

WY-584
12365

12365

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Reference is made to the following described United States Oil and Gas Lease covering the following described land located in Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming:

United States Lease W-62117, dated February 1, 1978, from the United States of America, as lessor, to R. Ken Williams, as lessee, insofar only as said lease covers the SE/4 of Section 28.

W I T N E S S E T H:

W. D. Anderson & Sons, a partnership, William H. Martin, R. Ken Williams and Edward H. Judson, herein collectively called "Assignors", are the owners of record title to the above described United States Lease in the respective proportions of W. D. Anderson & Sons - 1/2, William H. Martin - 1/6, R. Ken Williams - 1/6 and Edward H. Judson - 1/6 and desire to grant to Energetics Operating Company, herein called "Assignee", whose address is 116 Inverness Drive East, Englewood, Colorado 80112, the exclusive right to explore, drill for, test, extract, remove and dispose of all of the oil and gas in the above described land as to the depth hereinafter stated in accordance with the terms of said Oil and Gas Lease and all of the terms and conditions of this Assignment.

I.

Assignment of Operating Rights

For an adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby grant, assign and convey, without warranty of title, express or implied, and subject to the reservation set forth below unto Assignee all of the operating rights and rights to working interest production under the above described United States Oil and Gas Lease insofar only as said lease covers the following described land located in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.

Section 28: SE/4, containing 160 acres, more or less, from the surface down to the depth of 10,550 feet below the surface;

together with all personal property and equipment used or obtained in connection with said lease and land.

This Assignment is not and shall not be construed as an assignment of record title.

II.

Reservation of Overriding Royalty

Assignors hereby except and reserve to themselves, in the respective proportions in which they own record title to the above described lease, as an overriding royalty interest, an undivided 25% of 8/8 of the value at the wells as produced of all oil and gas produced, saved, and sold from the above described land down to the above stated depth, pursuant to the terms and provisions of the above described Oil and Gas Lease as the same may be extended. Said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of said lease is computed and paid, and shall be free and clear of all costs and development and operation but shall bear and pay its proportionate part of all production taxes. Said overriding royalty shall be inclusive of and shall bear and absorb all of the royalty payable to lessor under said lease and all outstanding overriding royalties, production payments or other leasehold burdens payable out of production, if any, heretofore created and payable out of the lessee's

12365

share of production from the above described land. If Assignors own less than the entire leasehold estate created by the above described lease, or if said lease covers less than the entire Oil and Gas estate in the land covered by said lease, then the overriding royalty herein reserved shall be proportionately reduced. Said overriding royalty as to oil shall be subject to the provisions of 43 C. F. R. 3103.3-6 and may be pooled or communitized to the extent that such pooling or communitization is approved by the Secretary of the Interior or his designated representative. The reservation of said overriding royalty shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of said lease.

III.

Payment of Rentals and Minimum Royalties

Assignors shall pay all rentals and minimum royalties which may become due and payable under the terms of the above described Oil and Gas Lease; provided, however, Assignors shall not be liable for any inadvertent failure to do so. Assignee shall reimburse Assignors for all rentals so paid and attributable to the above described land and for all minimum royalties so paid and attributable to the above described land down to the above stated depth.

IV.

Equal Rights of Ingress and Egress

During the term hereof, Assignors and Assignee and their respective heirs, assigns and successors in interest, shall, for the purposes of production from the respective depths owned by each in the above described land, have all rights granted by said Oil and Gas Lease as incident to or for the purpose of exploring, drilling for, mining, producing and marketing oil, gas and other hydrocarbon substances. The rights of each in this connection shall be equal, mutual and concurrent and each of them shall exercise such rights with due regard for the rights of the other. Neither party shall do or perform any act which might cause said lease to be forfeited or canceled as to the above described land.

V.

Nondiscrimination

In connection with the performance of work under this assignment, Assignee agrees to comply with all of the provisions of Section 202(1) to (7), inclusive, of Executive Order 11246 (30 FR 12319) which are hereby incorporated by reference in this agreement.

VI.

Relationship of Parties

The operations in and upon the above described land by Assignors and Assignee shall be the separate operation of the party conducting the same and shall be at the sole risk and cost and under the exclusive control of that party, and each shall indemnify the other against all claims for damages of every kind to persons or property arising out of or in connection with such operations. This agreement shall not constitute the parties hereto as partners, mining partners or joint venturers, the intention hereof being that the parties are independent contractors.

VII.

Binding Effect

This Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF this Assignment is executed this 29th day of June, 1983, to be effective, however, as of the 30th day of June, 1982.

W. D. ANDERSON & SONS, a Partnership

BY: _____
Payton V. Anderson, Partner

_____
WILLIAM H. MARTIN

_____
R. KEN WILLIAMS

_____
EDWARD H. JUDSON

12365

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STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 1983, by PAYTON V. ANDERSON, partner of W. D. ANDERSON & SONS, a partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

Evelyn M. Stapp
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-15-84

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by WILLIAM H. MARTIN.

WITNESS MY HAND AND OFFICIAL SEAL.

Sophia M. Canelos
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-21-86

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by R. KEN WILLIAMS.

WITNESS MY HAND AND OFFICIAL SEAL.

Sophia M. Canelos
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-21-86

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, by EDWARD H. JUDSON.

WITNESS MY HAND AND OFFICIAL SEAL.

Sophia M. Canelos
Notary Public in and for
Midland County, Texas

My Commission Expires:
6-21-86

12365

[redacted] [redacted] [redacted]

[redacted] 15141 4

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]PROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No. W-54466

Lease effective date 5-1-76

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

PART I

1. Assignee's Name

ENERGETICS OPERATING COMPANY

Address *(include zip code)* 116 Inverness Drive East
Englewood, CO 80112-5397

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 or 3101.1–4)

INSOFAR ONLY as said lease covers the following described lands from the surface down to the stratigraphic equivalent of 11,522 feet as drilled in the Veal Federal #10-20 well, located SW/4 NW/4 Section 20-28N-111W, Sublette County, Wyoming

Township 28 North, Range 111 West
Section 17: W/2
Section 20: SW/4

Containing 480.00 acres, more or less
Sublette County, Wyoming

This assignment is subject to all terms and provisions of that certain Agreement dated January 3, 1983 by and between Woods Petroleum Corporation, W. A. Moncrief and Energetics, Inc. as amended by Letter Agreement dated January 19, 1983 and January 31, 1983.

199426

RECORDED January 17 1984 2:00 P.M.
IN BOOK 70 Oil & Gas PAGE 124
FEES $ 8.20 Lena J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

3. Specify interest or percent of operating rights being conveyed to assignee	30%
4. Specify interest or percent of operating rights being retained by assignor	20%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	10.909926%

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 31st day of October, 1983.

WOODS PETROLEUM CORPORATION

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

ATTEST:

William T. Wood, Assistant Secretary

W. A. Moncrief 1/2
Moncrief Building, Ninth at Commerce
Fort Worth, TX 76102

3817 N.W. Expressway, Suite 700
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

WPC 10855-01
Reardon Draw

_____
(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.

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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 29th day of December, 19 83.

ENERGETICS OPERATING COMPANY

for NG

(Assignee's Signature)

Gene W. Anderson, Vice President - Land

116 Inverness Drive East
Englewood, CO 80112-5397

(Assignee's Address)

ATTEST: Lou Switzer, Assistant Secretary

STATE OF TEXAS ss.
COUNTY OF TARRANT

Before me, the undersigned, a Notary Public in and for said County and State on this 22ND day of NOVEMBER, 19 83, Personally appeared W. A. Moncrief to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 8-5-87

John R. French, Jr.
Notary Public

NOTICE

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 29th day of December, 1983.

MY COMMISSION EXPIRES:

03-16-85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of October, 1983, 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
Mike Pruitt, Notary Public

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WY-692
15141

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 199427

Lease Serial No. W-54466

Lease effective date 5-1-76

PART I

1. Assignee's Name: ENERGETICS OPERATING COMPANY

Address (include zip code): 116 Inverness Drive East
Englewood, CO 80112-5397

RECORDED January 17, 1984 2:00 P.M.
IN BOOK 70 Oil & Gas PAGE 127
FEES 8.25 Larry Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

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 or 3101.1–4)

INSOFAR ONLY as said lease covers the following described lands from the surface down to the stratigraphic equivalent of 11,522 feet as drilled in the Veal Federal #10-20 well located SW/4 NW/4 Section 20-28N-111W, Sublette County, WY.

Township 28 North, Range 111 West
Section 20: NW/4

Containing 160.00 acres, more or less
Sublette County, Wyoming

Upon payout of the Veal Federal #10-20 well located SW/4 NW/4 Section 20-28N-111W assignors may convert the overriding royalty interest herein reserved to a proportionate 40% working interest or a proportionate permanent exclusive 12½% overriding royalty interest. In the event assignors own less than the full interest in and to the lease herein described, then it is expressly understood that the overriding royalty interest herein reserved shall be proportionately reduced.

This assignment is subject to all terms and provisions of that certain Agreement dated January 3, 1983 by and between Woods Petroleum Corporation, W. A. Moncrief and Energetics, Inc. as amended by Letter Agreements dated January 19, 1983 and January 31, 1983.

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	NONE
5. Specify overriding royalty interest being reserved by assignor	2.0%
6. Specify overriding royalty previously reserved or conveyed, if any	10.909926

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 31st day of October, 1983.

WOODS PETROLEUM CORPORATION

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

William T. Woods, Assistant Secretary

W. A. Moncrief ½
Moncrief Building, Ninth at Commerce
Fort Worth, TX 76102

3817 N.W. Expressway, Suite 700
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

WPC 10855-01
Readon Draw

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this form in accord-

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:

B. 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.

D. ASSIGNEE AGREES That, upon approval of this 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 29th day of December, 1983.

ENERGETICS OPERATING COMPANY

(Assignee's Signature)

Gene W. Anderson, Vice President - Land

116 Inverness Drive East
Englewood, CO 80112-5397

(Assignee's Address)

ATTEST: Lou Switzer, Assistant Secretary

STATE OF TEXAS ss.
COUNTY OF TARRANT

Before me, the undersigned, a Notary Public in and for said County and State on this 22ND day of NOVEMBER, 19 83, Personally appeared W. A. Moncrief to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 8-5-87

John R. French, Jr.
Notary Public

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 29th day of December, 1983.

MY COMMISSION EXPIRES:

03/16/85

Mary Diane Fonseca
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

GPO 836-844

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of October, 1983, 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

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-82450

Lease effective date
December 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Natomas North America, Inc.

Address *(include zip code)*
1515 Arapahoe Street, Suite 387
Denver, CO 80202

The undersigned, as owner of 62.5% 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 27 North, Range 110 West, 6th P.M. Section 3: S½ containing 320.00 acres, more or less. Sublette County, Wyoming	199477 RECORDED January 20 1984 8:00 A M IN BOOK 70 Misc PAGE 130 FEES $6.00 Lois J Yake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McClure

3. Specify record title interest being conveyed to assignee	31.25%
4. Specify record title interest being retained by assignor, if any	31.25%
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 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 14th 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)

Land/RJB
(Title) D-5479-1 (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.

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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 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 3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if

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 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. Brao
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

process the [illegible]

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.

[redacted] [redacted] [redacted]

R ORIGINAL

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-85241

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Jon D. McMurtrie and Nancy L. McMurtrie, ~~his spouse~~, 2813 E. Wisconsin Avenue, Appleton, Wisconsin 54911

....., **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
R. C. Altrogge	5250 Leetsdale Drive Suite 201 Denver, Colorado 80222	.25% of eight-eighths

199478

RECORDED January 20 1984 8:00 A M
IN BOOK 70 Oil PAGE 132
FEES $4.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClain

Being in all a total of an undivided ***.25%*** 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:**

Township 30 North, Range 111 West, 6th P.M.
Section 4: Lots 1, 2, 3, S½N½, S½
Section 5: Lots 2, 3, 4

Containing 718.64 ..... **acres, more or less.**

WITNESS our hands this 1st ..... **day of** November, **19**83

Witnesses:

.....

.....

Jon D. McMurtrie

Nancy L. McMurtrie

STATE OF WISCONSIN
} **ss.**
COUNTY OF OUTAGAMIE

On the 1st ..... **day of** November, **19**83, **before me personally appeared** Jon D. McMurtrie and Nancy L. McMurtrie
..... **the signor**s **of the above instrument, who duly acknowledged to me that** they ..... **executed the same.**

Rebecca Sandgren
Notary Public
Appleton, Wisconsin
Residing in .....

My commission expires:
July 5, 1987

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ASSIGNMENT OF OIL AND GAS LEASES

THE STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, MAYNARD OIL COMPANY, a Delaware corporation, 5757 Alpha Road, Suite 901, Dallas, Texas 79701 (hereinafter called "ASSIGNOR"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has, and be these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, without warranty of title either express or implied, unto RICHARD S. TROOST, P. O. Box 1607, Casper, Wyoming 82602 (hereinafter called "ASSIGNEE"), all of Assignor's interest in and to the leasehold estate and working interest in the oil and gas leases covering lands situated in Sublette County, Wyoming, which leases are more particularly described and identified in Exhibit "A", attached hereto and by reference made a part hereof.

This assignment is made subject to the terms and provisions of said oil and gas leases, as well as any ratifications, amendments, interim assignments and/or any outstanding overriding royalty interests which might be of record.

EXECUTED this 29th day of December, 1983.

ATTEST:

Nancy Beasley, Assistant Secretary

MAYNARD OIL COMPANY

C. W. Atchison, Vice President

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

On this 29th day of December, 1983, before me personally appeared C. W. ATCHISON, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of MAYNARD OIL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. W. ATCHISON acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND SEAL this 29th day of December, 1983.

MY COMMISSION EXPIRES:

Cassondra Foster, Notary Public in and for the State of Texas
My Commission Expires 1-10-84

199729

Cassondra Foster, Notary Public in and for the State of Texas

RESIDING AT:

4725 Las Palmas

Garland, TX 75043

RECORDED January 27 1984 8:00 AM
IN BOOK 70 Oil PAGE 133
FEES $22.25 Lenny York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

COMPANY NAME: MAYNARD OIL COMPANY
DATE: 12/28/83

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
61376-	GORDON M. MICKELSON	2/09/81	0061/0301/	680.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: S/2 SE/4 OF SEC. 17; N/2 SE/4 OF SEC. 19, NW/4, NW/4 SW/4, W/2 NE/4, NE/4 NE/4 OF SEC. 20, NW/4 NW/4, E/2 NW/4, W/2 NE/4 OF SEC. 21, T-31-N R-113-W					
61377-	JAMES F. MICKELSON	2/09/81	0061/0305/	1,202.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: SW/4 SW/4, S/2 SE/4 OF SEC. 11; SE/4 SW/4, SW/4 SE/4 OF SEC. 12; NW/4, W/2 NE/4 OF SEC. 13; W/2 NW/4, SE/4 NW/4, N/2 NE/4, S/2 OF SEC. 14, NW/4, N/2 SW/4, 2.00 ACRES OF NW/4 NE/4 OF SEC. 23, T-30-N R-112-W					
61378-	JAMES F. MICKELSON	2/09/81	0061/0309/	661.530	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: E/2 E/2 OF SEC. 24 T-30-N R-112-W, LOT 1 (39.91), LOT 2 (39.89), LOT 3 (39.87), LOT 4 (39.86), E/2 W/2, SW/4 SE/4, N/2 SE/4, SW/4 NE/4, AND ALL THAT PART OF THE SE/4 NE/4 OF SEC. 19 LYING SOUTH AND WEST OF THE CENTER-LINE OF SUBLETTE COUNTY ROAD NO. 23-143, T-30-N R-111-W					
61379-A1	JAMES F. MICKELSON	2/09/81	0061/0313/	871.380	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS S/2 N/2, SE/4, N/2 SW/4,					

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
61379-A1	** CONTINUED ** SE/4 SW/4 OF SEC. 1, LOT 1 (30.90) OF SEC. 2; NE/4 NE/4 OF SEC. 12; T-30-N R-113-W; SW/4 SW/4 OF SEC. 5; LOT 7 (15.83), SE/4 SW/4, SW/4 SE/4, E/2 SE/4 OF SEC. 6; LOT 1 (15.65) NE/4 NW/4, NE/4 NE/4 OF SEC. 7, NE/4 SE/4 OF SEC. 9 T-30-N R-112-W					
61380-	JAMES F. MICKELSON	2/09/81	0061/0317/	1,440.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: SE/4 NE/4 OF SEC. 9; S/2 NW/4, S/2 OF SEC. 10; NE/ 4 NW/4, N/2 NE/4, S/2 N/2, S/2 OF SEC. 15; NE/4 NE/4 OF SEC. 21; W/2 NW/4, NE/4 NW/4, NE/4, N/2 SE/4 OF SEC. 22, T-30-N R-112-W					
61381-AA	KENNETH H. GUIO	2/09/81	0061/0321/	1,240.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: ALL OF SEC. 25, E/2, E/2 W/2, NW/4 NW/4 OF SEC. 26, N/2 NE/4 OF SEC. 27, T-30-N R-112-W					
61382-	KENNETH H. GUIO	2/09/81	0061/0325/	1,369.570	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN J. ELLBOGEN					
	LAND DESCRIPTION: SW/4, W/2 SE/4 OF SEC. 4, N/2 NW/4, NE/4 NE/4 OF SEC. 8; NW/4, N/2 NE/4, SW/4 NE/4 OF SEC. 9, LOT 1 (39.82), LOT 2 (39.87), LOT 6 (16.05), S/2 NE/4, NE/4 SW/4, NW/4 SE/4 OF SEC. 6, LOT 3 (39.97), LOT 4 (39.86), N/2 SW/4, SE/4 SW/4, SE/4, S/2 NW/4, SW/4 NE/4; EXCEPTING FROM THE SW/4 NE/4 OF SEC. 5 THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE EAST					

COMPANY NAME: MAYNARD OIL COMPANY
DATE: 12/28/83

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
61384-AA	** CONTINUED ** PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SEC. 23, RUNNING THENCE EAST 20 RODS, THENCE SOUTH 16 RODS, THENCE WEST 20 RODS, THENCE NORTH 16 RODS TO THE PLACE OF BEGINNING; W/2, W/2 E/2 OF SEC. 24, T-30-N R-112-W					
61385-A1	K. H. GUIO, ET UX	2/09/81	0061/0338/	440.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS S/2 NE/4, SE/4 NW/4, SE/4 SW/4, SE/4 SEC. 28; N/2 NE/4, NE/4 NW/4 SEC. 33; T-31-N R-113-W					
61386-	KENNETH H. GUIO	2/09/81	0061/0342/	160.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: S/2 SW/4, SW/4 SE/4 OF SEC. 29, NW/4 NW/4 OF SEC. 32, T-31-N R-114-W					
61387-	DONALD R. WASSENBERG	3/26/81	0061/0346/	20.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: ALL THAT PART OF THE SE/4 NE/4 OF SEC. 19 LYING NORTH AND EAST OF THE CENTERLINE OF SUBLETTE COUNTY ROAD NO. 23-143; T-30-N R-111-W					

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
61382-	** CONTINUED ** QUARTER CORNER OF SAID SECTION 5 AND RUNNING THENCE NORTH 64 DEGREES 42 MINUTES WEST 22 CHAINS 46 LINKS TO THE PLACE OF BEGINNING, RUNNING THENCE NORTH 11 CHAINS 40 LINKS, THENCE NORTH 87 DEGREES WEST 6 CHAINS 60 LINKS, THENCE SOUTH 62 DEGREES 36 MINUTES EAST 6 CHAINS 76 LINKS TO THE PLACE OF BEGINNING, T-30-N R-112-W					
61383-	KENNETH H. GUIO	2/09/81	0061/0329/	1,138.540	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: LOT 2 (39.70), LOT 3 (39.82), LOT 4 (39.24), LOT 5 (39.49), SW/4 NE/4, SE/4 NW/4 OF SEC. 6, T-29-N R-111-W; LOT 1 (39.85), SE/4 NE/4 OF SEC. 1, T-29-N R-112-W; SE/4 SE/4 OF SEC. 19, SW/4 SW/4 OF SEC. 20, N/2 NW/4 OF SEC. 29; LOT 1 (39.83), LOT 2 (39.77), LOT 3 (39.77), LOT 4 (39.66), E/2 W/2, EXCEPTING THAT PORTION OF THE E/2 NW/4 AND THE NE/4 SW/4 OF SEC. 30 WHICH LIES IN THE TOWNSITE OF MARBLETON INCLUDED IN THE FOLLOWING DES-CRIPTON; BEGINNING AT THE EAST QUARTER CORNER OF SAID SEC. 30, THENCE NORTH 1980', THENCE WEST 2920', THENCE SOUTH 2640', THENCE EAST 2920', THENCE NORTH 660' TO THE PLACE OF BEGINNING; LOT 1 (39.58), LOT 3 (39.36) LOT 4 (39.25), NE/4 NW/4, NW/4 NE/4, SE/4 SW/4, SW/4 SE/4, N/2 SW/4 NE/4, N/2 SE/4 NW/4, N/2 OF LOT 2, THE WEST 30 ACRES OF THE NE/4 SW/4 OF SEC. 31 SAVE AND EXCEPT CERTAIN LANDS MORE FULLY DESCRIBED IN SAID LEASE, T-30-N R-111-W					
61384-AA	KENNETH H. GUIO	2/09/81	0061/0334/	1,438.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: S/2 OF SEC. 13, SE/4 NW/4, NE/4 SW/4, S/2 S/2 OF SEC. 22; S/2 SW/4, E/2 LESS AND EXCEPTING 2.00 ACRES IN THE NW/4 NE/4 OF SEC. 23 MORE					

EXHIBIT 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	PARTY/ INTEREST	STATE/ COUNTRY
61379-A2	JAMES F. MICKELSON	2/09/81	0061/0313/	280.000	SUBLESSEE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS S/2 NE/4, NE/4 SE/4 SECTION 34, NW/4 SW/4, SE/4 SW/4, S/2 SE/4 OF SEC. 35, T-31-N R-113-W					
61385-A2	K. H. GUIO, ET UX	2/09/81	0061/0338/	520.000	SUBLESSEE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS SW/4 NW/4, SW/4, S/2 SE/4 SEC. 27; NW/4, N/2 NE/4 SEC. 34; T-31-N R-113-W					

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RECORDED January 27, 1984 8:00 A.M.
IN BOOK 70 Oil & Gas PAGE 139
FEES $14.00 Lou J. Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

14

199730

1894 Lang Brooks Ritter Johnson Aven Campbell Anderson

4-208 e
"B" Lease

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 010270 (b)
(Sec. 14-13)

Lease of Oil and Gas Lands Under the Act of February 25, 1920.

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 16th day of October, 1939, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, acting in this behalf by the Secretary of the Interior, and

Joseph A. Minton,

Kemmerer, Wyoming,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (Public No. 146), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain, "hereinafter referred to as the act, which is made a part hereof, WITNESSETH:

SEC. 1. Purposes.--That the lessor in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tract of land situated in the

LaBarge field, Wyoming, and more particularly described as follows:

~~N½~~, ~~N½ S½~~, ~~SE¼ SE¼~~, ~~SW¼ SW¼~~ Sec. 21, ~~NW¼ NW¼~~, ~~E½ SE¼~~ Sec. 28, ~~NE¼ NE¼~~ Sec. 33, T. 27 N., R. 113 W., 6th P.M., containing 720 acres,

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 13 1983
BUREAU OF LAND MANAGEMENT

together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of twenty (20) years, with the preferential right in the lessee to renew this lease for successive periods of ten (10) years, upon such reasonable terms and conditions as may be prescribed by the lessor, unless otherwise provided by law at the time of the expiration of such periods.

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(b) The lessee agrees to enter into and abide by any unit agreement for the development and operation of the pool, field, or area embracing the lands included herein which may be acceptable to or prescribed by the Secretary of the Interior, and to be bound by the stipulations prescribed in the regulations of April 4, 1932.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond.--To furnish a bond with approved corporate surety in the penal sum of $5,000, conditioned upon compliance with the terms of the lease.

(b) Wells.--To drill and produce only such wells on the leased land as are necessary to offset drainage from the leasehold through wells on adjoining lands unless and until authorized in writing by the Secretary of the Interior to drill or produce additional wells or unless directed by said Secretary to drill and produce wells in number not greater than the number of 40-acre tracts or lots embraced in the lease; provided that, for each month during which loss of royalty occurs by reason of drainage from the leasehold through producing wells on adjoining lands or deposits not the property of the United States or leased by the United States at lesser royalty rates, and until the drainage causing such loss shall have been fully offset by producing wells on the leasehold, the lessee shall pay a sum estimated to reimburse the United States for current loss of royalty through drainage.

(c) Royalty and Rents.---To pay the lessor in advance, beginning with the date of the execution of this lease, a rental of one dollar per acre per annum during the continuance hereof, the rental so paid for any one year to be credited on the royalty for that year, together with a royalty on all oil and gas produced from the land leased herein (except oil or gas used for production purposes on said land or unavoidably lost), as follows:

(1) For all oil produced of 30° Baume or over:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month	12 1/2 per cent.
On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month	16 2/3 per cent.
On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month	20 per cent.
On that portion of the average production per well of more than 100 barrels and not more than 200 barrels per day for the calendar month	25 per cent.
On that portion of the average production per well of more than 200 barrels per day for the calendar month	33 1/3 per cent.

(2) For all oil produced of less than 30° Baume:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month	12 1/2 per cent.
On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month	14 2/7 per cent.
On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month	16 2/3 per cent.
On that portion of the average production per well of more than 100 barrels and not more than 200 barrels per day for the calendar month	20 per cent.
On that portion of the average production per well of more than 200 barrels per day for the calendar month	25 per cent.

Only wells which have a commercial production during at least part of the month shall be considered in ascertaining the average production above provided for; and the Secretary of the Interior shall determine what are commercially productive wells under this provision.

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(3) On gas and casing-head gasoline:

On gas, whether same shall be gas from which the casing-head gasoline has been extracted or otherwise, 12½ per cent of the value thereof in the field where produced where the average production per day for the calendar month from the land leased is less than 3,000,000 cubic feet, and 16⅔ per cent where the average daily production is 3,000,000 cubic feet or over.

On casing-head gasoline, 16⅔ per cent of the value of the casing-head gasoline extracted from the gas produced and sold, computed on the basis provided for in the operating regulations.

The value in the field where produced, of gas and casing-head gasoline, for royalty purposes, unless such gas or casing-head gasoline is disposed of under an approved sales contract or other method as provided in subdivision (d) of this section, shall be as fixed by the Secretary of the Interior.

In cases where the gas produced and sold has a value both for casing-head gasoline content and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on both of such values.

When paid in value, such royalties shall be due and payable monthly on the 15th of each calendar month following the calendar month in which produced, to the Register of the land district in which the land is situated; when paid in kind, such royalty oil shall be delivered in tanks provided by the lessee on the premises where produced, unless otherwise agreed to by the parties hereto, at such times as may be required by the lessor: Provided, That the lessee shall not be required to hold such royalty oil in storage longer than thirty days after the end of the calendar month in which said oil is produced: And provided further, That the said lessee shall be in no manner responsible or held liable for the loss or destruction of such oil in storage from causes over which the lessee has no control; such royalties, whether in value or kind, shall be subject to reduction whenever the average daily production of any oil well shall not exceed ten (10) barrels per day, if in the judgment of the lessor the wells can not be successfully operated upon the royalties fixed herein.

(d) Sales contracts.--To file with the Secretary of the Interior copies of all sales contracts for the disposition of oil and gas produced hereunder except for production purposes on the land leased, and in the event the United States shall elect to take its royalties in money instead of in oil or gas, not to sell or otherwise dispose of the products of the land leased except in accordance with a sales contract or other method first approved by the Secretary of the Interior.

(e) Monthly statements.--To furnish monthly statements in detail in such form as may be prescribed by the lessor, showing the amount, quality, and value of all oil and gas produced and saved during the preceding calendar month as the basis for computing the royalty due the lessor. The leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith and all books and accounts of the lessee shall be open at all times for the inspection of any duly authorized officer of the department.

(f) Plats and reports.--To furnish annually and at such times as the Secretary shall require, in the manner and form prescribed by the Secretary of the Interior, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands, accompanied by a report in detail as to the stockholders, investment, depreciation, and cost of operation, together with a statement as to the amount and grade of oil and gas produced and sold, and the amount received therefor by operations hereunder.

(g) Log of wells.--To keep a log in the form prescribed by the Secretary of all the wells drilled by the lessee, showing the strata and character of the ground passed through by the drill, which log, or copy thereof, shall be furnished to said lessor on demand.

(h) Diligence--Prevention of waste--Health and safety of workmen.--To exercise reasonable diligence in drilling and operating wells for the oil and gas on the [redacted] covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; 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 or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil 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 any well before abandoning the

[redacted] [redacted] [redacted]

D-716 1896

2 (b). Assignment of oil and gas lease or interest therein. Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of five per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

(sgd) Cont. Cas. Co. by P. J. Purcell (sgd) Jos. A. Minton

D-716 1896

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial No. Evanston 010270 "N"

~~Assignor~~

~~Assignee~~

The undersigned also agrees that there may be incorporated in the above lease and considered as one of its provisions, in the event the assignment is approved, the following provision:

"That the lessee, in the conduct of any operations under this lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts."

(sgd) Jos. A. Minton Lessee.
~~Assignee~~.
(sgd) Continental Cas. Co. Surety.
by P. J. Purcell

4-533a

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D-75 (1697

same so as to effectually shut off all water from the oil or gas bearing strata; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to conduct all mining, drilling, and related productive operations subject to the inspection of the lessor; to carry out at expense of the lessee all reasonable orders and requirements of lessor relative to prevention of waste, and preservation of the property and the health and safety of workmen, and on failure so to do the lessor shall have the right to enter on the property to repair damage or prevent waste at the lessee's cost; to abide by and conform to regulations in force at the time the lease is granted covering the matters referred to in this paragraph: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(i) Taxes and wages--Freedom of purchase.--To pay when due, all taxes lawfully assessed and levied under the laws of the State 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.

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

(k) Assignment of lease.--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 Secretary of the Interior first had and obtained.

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

(m) Reserved or segregated lands.--If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Secretary of the Interior 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 purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved--Easements and rights of way.--The right to permit for joint or several use easements or rights of way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in said 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 lands embraced within this lease under existing law or laws hereafter enacted, in so far as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, provided this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) Pipe lines to convey at reasonable rates.--The right to require the lessee, his assignees or beneficiary, if owner or operator of, or owner of a controlling interest in, any pipe line, or any company operating the same which may be operated accessible to the oil derived from lands under such lease, to accept and convey at reasonable rates and without discrimination the oil of the Government or of any citizen or company, not the owner of any pipe line, operating a lease or purchasing oil or gas under the provisions of this act.

(d) Monopoly and fair prices.--Full power and authority to carry out and enforce all the provisions of section 30 of the act to insure the sale of the production of such leased lands to the United States and to the public at reasonable prices, to prevent monopoly, and to safeguard the public welfare.

(e) Helium.--Pursuant to section 1 of the act, and section 1 of the act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; 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: Provided, That the lessee shall not, as a result of the operation in this paragraph

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provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee 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.

SEC. 4. Surrender and termination of lease.--The lessee may, on consent of the Secretary of the Interior first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 5. Purchase of materials, etc., on termination of lease.--Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within six months from the termination of the lease purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not, within six months, elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within ninety days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells.

SEC. 6. Judicial proceedings in case of default.--If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said 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. 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. 7. Heirs and successors in interest.--It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. Unlawful interest.--It is also further agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat., 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF

THE UNITED STATES OF AMERICA,

By (Sgd) Oscar L. Chapman
Assistant (Secretary of the Interior.)

SEP 30 1944

(sgd) Joseph A. Hinton

Witness to signature of--

(sgd) Bruce Young, La Barge, Wyo.

" Jack E. Holmes, Kemmerer, Wyo.

" R. W. Burns, Casper, Wyo.

Evanston
U. S. LAND OFFICE
DATE 5-28-46
HOUR 8:30 AM
Serial 010270-B

6-17
H/R8

SURRENDER AND RE-ASSIGNMENT

WASATCH PRODUCTION COMPANY hereby and by these presents re-assigns, surrenders and relinquishes and quit-claims unto the NORTH LA-BARGE OIL COMPANY all of the right, title, interest and estate of WASATCH PRODUCTION COMPANY in and to the following described lands within and without the North LaBarge Unit Area, to-wit:

LANDS WITHIN NORTH LA BARGE UNIT AREA:

Operating Agreement dated March 14 1939, from H. A. Lewis and E. J. Long and Woolf Petroleum Company, to North LaBarge Oil Company, covering that part of Lease No. Evanston 07538 described as follows:

$S\frac{1}{2}S\frac{1}{2}$ Section 5, Township 27 North, Range 113 West, 6th P. M.

Operating Agreement by and between Joseph A. Minton and North LaBarge Oil Company dated March 27, 1939 covering that part of Lease No. Evanston 010270 B, described as follows:

$N\frac{1}{2}N\frac{1}{2}$ Section 21, Township 27 North, Range 113 West, 6th P. M.

LANDS NOT WITHIN THE UNIT AREA:

Operating Agreement dated March 15, 1939, by and between Fred J. Hischier "Permittee" and Susan J. Quealy "Contractor" and assignment of operating agreement from Susan J. Quealy to North LaBarge Oil Company dated July 14, 1939, covering that part of Lease No. Evanston 07555 described as follows:

$W\frac{1}{2}NE\frac{1}{4}$ Section 9, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$ Section 4, all in Township 27 North, Range 113 West, 6th P. M.

Operating Agreement dated March 16, 1939, by and between Clifford R. Horn and Edith R. Horn and Leasers and Producers Corporation, parties of the first part, and Joseph A. Minton, and assigned by Joseph A. Minton to North LaBarge Oil Company by partial assignment dated July 18, 1939, covering

$E\frac{1}{2}NE\frac{1}{4}$ Section 31, $NW\frac{1}{4}$ Section 32, Township 28 North, Range 113 West, 6th P.M. 07695

Operating Agreement dated March 14, 1939, from H. A. Lewis and E. J. Long and Woolf Petroleum Company to North LaBarge Oil Company covering that part of Lease No. Evanston Serial 07538 described as follows:

$N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ Section 5, Township 27 North, Range 113 West, 6th P. M.

199731

$E\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}$ Section 32, $NW\frac{1}{4}$ Section 33, Township 28 North, Range 113 West, 6th P. M.

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RECORDED January 27 1984 8:00 A.M.
BOOK 70 O&G PAGE 145
FEES $ 9.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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Operating Agreement dated April 25, 1939, from Calmonica Petroleum Corporation to North LaBarge Oil Company covering that part of Lease No. Evanston 09561 B described as follows:

W½NW¼ Section 17, Township 27 North,
Range 113 West, 6th P. M.

Oil and Gas Lease Application Evanston 020363 by Susan J. Quealy assigned to North LaBarge Oil Company by assignment dated July 15, 1939, as to the following described lands:

Tract 53,
Lots No. 2 and 5, Section 32, Lot No. 8, in
Section 31, Township 28 North, Range 113
West, 6th P. M.

Operating Agreement by and between J. E. Bramwell, acting as attorney in fact, and Joseph A. Minton, dated March 13, 1939, and partial assignment from Joseph A. Minton to North LaBarge Oil Company dated July 14, 1939, covering

N½, N½S½ Section 22, E½ and NW¼ Section 15,
all in Township 27 North, Range 113 West,
6th P. M. 07788

Operating Agreement dated March 25, 1939, from Western Slope Oil and Refining Company to North LaBarge Oil Company, covering

S½NE¼, NW¼NE¼ Section 20, Township 27 North,
Range 113 West, 6th P. M. 09561 B

which said lands herein re-assigned and surrendered are a portion of the lands set forth and described in that certain agreement in which the North LaBarge Oil Company appears as first party and the Wasatch Production Company as second party, dated the 26th day of December, 1941.

The foregoing surrender is made pursuant to the provisions of said agreement - that upon acceptance of this re-assignment and surrender the WASATCH PRODUCTION COMPANY shall be relieved of any and all obligations concerning the above described lands from and after the acceptance hereof by the NORTH LA BARGE OIL COMPANY.

IN WITNESS WHEREOF, WASATCH PRODUCTION COMPANY has caused these presents to be executed this 17th day of August, 1943, by

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the Vice-President and the Secretary of the Company.

WASATCH PRODUCTION COMPANY

ATTEST:

K. W. Yeates.

(Signed) K. W. Yeates.

Secretary.

By (Signed) Henry D. Moyle

Vice-President

(CORPORATE SEAL)

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 17th day of August, 1943, before me, David L. McKay, personally appeared HENRY D. MOYLE and K. W. Yeates, known to me to be the Vice-President and Secretary of WASATCH PRODUCTION COMPANY, a corporation, who being by me duly sworn did say that they are the Vice-President and Secretary, respectively, of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said HENRY D. MOYLE and K. W. Yeates acknowledged this instrument to be the free act and deed of said corporation, and acknowledged to me that such corporation executed the same.

David L. McKay
Notary Public.

Residing at Salt Lake County, Utah.

My Commission Expires 2-2-45

199732

RECORDED January 27 1984 8:00 P.M.
IN BOOK 70 O & G PAGE 148
FEES $4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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BUREAU OF LAND MANAGEMENT

PARTIAL ASSIGNMENT OF
OIL AND GAS LEASE.

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, by instrument dated August 17, 1943, Wasatch Production Company assigned to North LaBarge Oil Company, certain lands therein described and including in said assignment, the North Half of the North Half ($N\frac{1}{2}N\frac{1}{2}$) of Section Twenty-one (21), Township 27 North, Range 113 West 6th P.M., being a part of the lands included in Evanston 010270, and said North LaBarge Oil Company is now the owner and holder of the oil and gas operating rights in and to said above described lands: Now, Therefore, This Indenture

WITNESSETH; that North LaBarge Oil Company, a Wyoming corporation, in consideration of the foregoing premises, and of the sum of One ($1.00) Dollar, which is the full and true consideration for this assignment, to it in hand paid by Western Oil Refining Company, a Wyoming corporation, does, by these presents, sell, assign, convey and set over unto said Western Oil Refining Company, its successors and assigns, all of the right, title and interest of said North LaBarge Oil Company in and to said Oil and Gas Lease, Evanston 010270, insofar as the same covers, describes and embraces the following described lands:

Township 27 North, Range 113 West, 6th P.M.,
Wyoming.

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

IN WITNESS WHEREOF, said North LaBarge Oil Company has caused these presents to be executed in its name by its President, and attested with its seal by its Secretary, this 30th day of August, 1945.

NORTH LA BARGE OIL COMPANY

Attest:

By Susan Turner
President.

R. M. Turner
Secretary.

STATE OF WYOMING)
: SS.
COUNTY OF LINCOLN)

On this 30th day of August, 1945, before me personally appeared R. M. Turner, to me personally known, who, being by me duly sworn, did say that he is Secretary of North LaBarge Oil Company, the corporation described in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors, and said R. M. Turner acknowledged said instrument to be the free and voluntary act and deed of said corporation.

My commission expires June 23 1949.

GIVEN under my hand and Notarial Seal this day and year in this certificate first above written.

Ruth M. Moore
Notary Public.

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ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd. day of June, 1954, 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 below the depth 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 November 10, 1954, in book 10 of Oil & Gas Leases, page 315, Sublette County, Wyoming, being attached hereto and being made a part hereof:

RECEIVED

JUN 22 1955

Land Office
Box 578 Cheyenne, Wyo.

Federal Oil and Gas Lease - Evanston 010270 (b)

199733

T. 27 N., R. 113 W., 6th. P. M., Wyoming

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

160.00 acres, more or less

REC January 27, 1984 8:00 AM
N BO 70 Over 149
FEES 4.50 Lacy Yake CLERK
by D. Hyde Deputy

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%
Selma Ruben	3-1/3%
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%

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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:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer, President

"ASSIGNOR"

STATE OF NEW YORK }
} ss.
COUNTY OF NEW YORK }

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being by me duly sworn did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said 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

Violet Berman
Notary Public

149

Paid $10 assignment fee, Rec.#

[redacted] [redacted]

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd. day of June, 1954, 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 below the depth 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 November 10, 1954, in book 10 of Oil & Gas Leases, page 315, Sublette County, Wyoming, being attached hereto and being made a part hereof:

RECEIVED
JUN 22 1955
Land Office
Box 578 Cheyenne, Wyo.

Federal Oil and Gas Lease - Evanston 010270 (b)

199733

T. 27 N., R. 113 W., 6th. P. M., Wyoming

Section 21: N½ N½

160.00 acres, more or less

January 27, 1984 8:00 AM
149
CLERK
70 Ord
Sublette County Yake

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%
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%

CERTIFIED
to be a true and comparative copy of the official records on file
DEC 13 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:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer, President

"ASSIGNOR"

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

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being by me duly sworn did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said 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

Violet Berman
Notary Public

149

Paid $10 assignment fee, Rec. #

153

JUL 14 19

ASSIGNMENT OF OPERATING AGREEMENT

Land
Box 578 Cheyenne, Wyo.

WHEREAS, on the 23rd. day of June, 1954, 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 below the depth 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 Nov. 10, 1954 in book 10 O & G Leases page 315, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 010270 (b)

T. 27 N., R. 113 W., 6th. P.M., Wyoming

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

160.00 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 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.

199734

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 13 1983
BUREAU OF LAND MANAGEMENT

RECORDED January 27 1984 8:00 A.M.
BOOK 70 O&G PAGE 150
FEES $ 4.50 Lena Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

Arthur B. Belfer
ARTHUR B. BELFER

Rachel Belfer
RACHEL BELFER

Selma Ruben
SELMA RUBEN

LAWRENCE RUBEN

Anita Saltz
ANITA SALTZ

Jack Saltz
JACK SALTZ

A. B. Belfer
A. B. ~~BELFER~~ as Trustee for
ROBERT BELFER

"ASSIGNORS"

Assignment approved:

Manager, Land Office

Paid $10 assignment fee, Rec. #

ASSIGNMENT OF OPERATING AGREEMENT

Land Office
Box 578 Cheyenne, Wyo.

WHEREAS, on the 23rd. day of June, 1954, 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 below the depth 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 Nov. 10, 1954 in book 10 O & G Leases page 315, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 010270 (b)

T. 27 N., R. 113 W., 6th. P.M., Wyoming

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

160.00 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 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.

CERTIFIED

199734

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

DEC 13 1983

BUREAU OF LAND MANAGEMENT

FILED January 27 1984 8:00 A.M.
BOOK 70 O&G PAGE 150
FEES $ 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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"

Paid $10 assignment fee, Rec. #

Form No. 4-1158
Fifth Edition
(Sept. 1954)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R990.3.

Office WYOMING

Serial No. 038682
355679

Receipt No. 357597

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

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)

RECEIVED
DEC 10 1956 8:00 A.M.
Land
Box 373 Cheyenne

PLEASE NOTIFY THE SIGNING OFFICER OF ANY CHANGE OF ADDRESS.

1. Mr. / Mrs. / Miss Paul Moody
(Name)
53 East 4th South Street
(Number and Street)
Salt Lake City, Utah
(City and State)

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)
Wyoming (State) Sublette & Lincoln (County)	Wyoming (State) Lincoln - 247.25 Sublette 340.00 (County)
T. 27 N. R. 113 W., 6th Principal Meridian	T. 26 N., R. 113 W., 6th Principal Meridian
Section 27: N½NW¼NW¼	sec. 2, Lots 2, 3, 5, 6, 12
Section 35: W½	sec. 14, Lots 3, 4
Township 26 N Range 113 W 6th P.M.	T. 27 N., R. 113 W.
Section 2: Lots 2, 3, 5, 6, and 12	sec. 35, W½
Section 14: Lots 3 and 4	
Total Area 607.25 Acres	Total Area 587.25 Acres Rental retained $ 294.00

199735

RECORDED January 27 1984 8:00 A.M.
IN BOOK 70 O & G PAGE 151
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGhee

CERTIFIED
to be a true and comparative copy of the official records on file
DEC -7 1983
BUREAU OF LAND MANAGEMENT

4. Amount remitted: Filing fee $10, Rental $ 304.00, Total $ 314.00 (Receipt No. 355679 shows previously paid $271.50. Enclosed check for $42.50)

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 15th day of December 1955

WITNESSES

Virginia A. Rawlins 1863 So. 13th East (Name and address) Salt Lake City, Utah — Paul Moody (Lessee signature)

Clerk Johnston 1753 Bryan Avenue (Name and address) Salt Lake City, Utah — (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.

Bond in sum of $4,000 with Pacific Indemnity as surety filed.

THE UNITED STATES OF AMERICA

By Terry T. Williams (Signing officer)
Land Office (Title)
Box 373 Cheyenne, Wyo.

Effective date of lease SEP 1 1956

AUG 10 1956 (Date)

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

right and privilege to drill [redacted] remove, and dispose of all the oil and gas deposits [redacted] gas, in the lands leased, together with the right to co[redacted]ntain thereupon, all works, buildings, plants, waterways [redacted] 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. 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 $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 $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For 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 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 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). 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 lessor, such tanks provided by the le[redacted]nably may be required by the lessor, but in no case shall th[redacted]uired to hold such royalty oil or other products in storag[redacted] last day of the calendar month next following the cal[redacted]n 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 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

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

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

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

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

(l) *Nondiscrimination.*—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 nondiscrimination clause.

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

(m) *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.

(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 Manage[redacted] it was reserved or segregated, so [redacted] consistent with the use of the land for the purpose of th[redacted]after shall be regarded as the dominant use unless oth[redacted] 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 [redacted] damaging range improvements whether owned by the United St[redacted] or by its grazing permittees or lessees; and upon conclusion of op[redacted] so far as can reasonably be done, to restore the surface to its fo[redacted] condition. The lessor may prescribe the steps to be taken and re[redacted] to be made with respect to lands of the United States and [redacted] 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 case of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

SEC. 3. The lessor reserves:

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

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

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

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

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

(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 herein provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

SEC. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease or 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 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 (a) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. Sec. 22) and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is 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). Unless all 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, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4–1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be issued in accordance with 43 CFR 192.43a, 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 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).—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 (e).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds and approximate legal subdivision.

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[1] Items numbered according to numbers on offer form.

U. S. GOVERNMENT PRINTING OFFICE 16—63087–8

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RECORDED January 27 1984 8:00 A.M.
IN BOOK 70 Oil & G PAGE 153
FEES $8.00 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McBee

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ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 28th day of February 19 57 by and between Paul Moody and Betty Jo Moody, his wife, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated September 1, 1956, 19..., by and between the United States of America, party of the first part, as Lessor, and Paul Moody, party of the second part, as Lessee, and designated as Wyoming, Serial No. 038682, covering the following described lands situate in the County of Sublettes & Lincoln State of Wyoming, as follows:

CERTIFIED
to be a true and comparative copy of the official records on file
DEC -7 1983
BUREAU OF LAND MANAGEMENT

Township 26 North, Range 113 West, 6th P.M.
Section 2: Lots 2, 3, 5, 6, 12
Section 14: Lots 3, 4

Township 27 North, Range 113 West, 6th P.M.
Section 35: W½

containing 587.25 acres, more or less.

NOV 1 1957
Assignment Approved Effective
Manager, Land Office
Box 929, Cheyenne, Wyo.

NOW, THEREFORE, for and in consideration of the sum of TEN Dollars ($10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to None Per Cent (--%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then last revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company of California, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, General Petroleum Corporation, Utah Oil and Refining Company, Tide Water Associated Oil Company, The California Company, Stanolind Oil and Gas Company, Phillips Petroleum Company, The Texas Company, Sinclair Oil and Gas Company, The Carter Oil Company, Richfield Oil Corporation, or Union Oil Company of California, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5c) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to None Per Cent (--%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to None Per Cent (--%) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

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FILED January 27, 1984 8:00A
BOOK 70 Ov & L PAGE 153
FEES $8.00 Lori J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy Mathews

399615

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 28th day of February, 1957, by and between Paul Moody and Betty Jo Moody, his wife, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated September 1, 1956, 19..., by and between the United States of America, party of the first part, as Lessor, and Paul Moody, party of the second part, as Lessee, and designated as Wyoming, Serial No. 038682, covering the following described lands situate in the County of Sublette & Lincoln ies State of Wyoming, as follows:

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

Township 26 North, Range 113 West, 6th P.M.
Section 2: Lots 2, 3, 5, 6, 12
Section 14: Lots 3, 4

Township 27 North, Range 113 West, 6th P.M.
Section 35: W½

containing 587.25 acres, more or less.

NOV 1 1957
Assignment Approved Effective
Manager, Land Office
Box 929, Cheyenne, Wyo.

NOW, THEREFORE, for and in consideration of the sum of TEN Dollars ($10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to None Per Cent (--%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then last revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company of California, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, General Petroleum Corporation, Utah Oil and Refining Company, Tide Water Associated Oil Company, The California Company, Stanolind Oil and Gas Company, Phillips Petroleum Company, The Texas Company, Sinclair Oil and Gas Company, The Carter Oil Company, Richfield Oil Corporation, or Union Oil Company of California, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5c) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to None Per Cent (--%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to None Per Cent (--%) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

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State of UTAH :ss.
County of SALT LAKE :

On this 7th day of March, 1957, before me personally appeared PAUL MOODY and BETTY JO MOODY, to me known to be the persons described in, and who executed the the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed.

Given under my hand and seal this 7th day of March, 1957.

Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

FORM 5518

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

ON THIS 14th day of March, 1957, before me, appeared T. P. SIMPSON and M. D. GEPHART, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Assistant Secretary respectively of the GENERAL PETROLEUM CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said T. P. SIMPSON and M. D. GEPHART acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Vera F. Rathburn
Notary Public in and for said County and State.

My Commission Expires Dec. 27, 1959.

3. The overriding royalties retained and reserved by Assignor shall be payable in cash only and not in kind on or before the 25th day of each calendar month, based upon production of the preceding month.

4. The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

5. Assignee shall pay all rentals from and after the date of this Assignment accruing under said lease to the government, and shall pay or deliver all royalties due the Government under said lease.

6. Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

7. Assignor hereby represents and warrants that Assignor is the owner, without encumbrance, of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

8. Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

9. Assignee shall have the right at any time and from time to time to surrender to the United States all or any part, by legal subdivision, of the lands covered by this assignment in which event the royalty reserved hereunder shall forthwith terminate as to the lands so surrendered and Assignee shall be released and discharged from any and all obligations under this assignment as to said surrendered lands except for royalties theretofore accrued and unpaid.

10. Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

11. No change in ownership of the overriding royalty reserved herein to Assignor shall be binding upon Assignee until Assignee has received from the transferee a certified copy of the instrument of transfer together with certified copies of all instruments showing valid deraignment of title from Assignor. In the event of changes in ownership so as to require more than three separate payments by
ason of division of said overriding royalty, Assignee shall have the right to require the designation
a single agent for all of the owners of said overriding royalty, and payment by Assignee to such
ent in a single sum shall discharge Assignee's obligations to pay said overriding royalty and Assignee
all have no obligation as to the distribution thereof.

12. Assignee shall not discriminate against any employee or applicant for employment because of
ce, creed, color, or national origin, and shall require an identical provision to be included in all sub-
ntracts.

13. This Assignment is subject to final approval by the Secretary of the Interior.

14. This agreement shall be binding upon and inure to the benefit of the respective heirs, execu-
rs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as the day and year first hereinabove written.

Witness

1753 Bryan Ave. Salt Lake City
Address

Witness

611 So. Flower St.
Los Angeles 17, Calif.
Address

Paul Moody

Betty Jo Moody

Assignor

GENERAL PETROLEUM CORPORATION

By ..... Vice President

By ..... Assistant Secretary

Assignee

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC -7 1983
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
MAR 1 3 1984
A.M. 6|7|8|9|10|11|12|1|2|3|4|5|6 P.M.

ASSIGNMENT

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF LINCOLN AND SUBLETTE)

That, SOCONY MOBIL OIL COMPANY, INC., a New York Corporation with an office in Denver, Colorado, hereinafter designated "Mobil," for and in consideration of the sum of TEN AND NO/00 ($10.00) to it cash in hand paid by BELCO PETROLEUM CORPORATION, receipt of which is hereby acknowledged, by these presents does hereby grant, convey, and assign unto the said BELCO PETROLEUM CORPORATION, a corporation with an office in New York City, New York, hereinafter designated "Assignee," subject to the exceptions, reservations, and provisions hereinafter stated, all of the right, title and interest of Socony Mobil Oil Company, Inc., in and to the Frontier Formation as encountered between the depths of 6,060 feet to 7,171 feet in the Green River Bend Unit Well No. 19 located in the E½ Section 35, Township 27 North, Range 113 West, Sublette County, Wyoming, in and to the following:

> That certain Oil and Gas Lease Wyoming 038682, dated September 1, 1956, by and between the United States of America, Lessor, and Paul Moody, Lessee, insofar, and only insofar, as said lease covers Lot 5, Section 2, Township 26 North, Range 113 West, and W½ Section 35, Township 27 North, Range 113 West, 360 acres, more or less, Lincoln and Sublette Counties, Wyoming.

There is excepted and reserved from this Assignment unto Mobil all right, title, estate, and interest in the oil and gas lease above described or any modifications, renewals, or extensions thereof above the top and below the base of the Frontier Formation insofar as said lease covers the acreage above described.

This Assignment is made subject to all of the terms and conditions of the lease above described, any amendments thereto or modifications thereof, and to the terms and conditions of the Green River Bend Unit Agreement, dated June 1, 1957, the Operating Agreement for the Green River Bend Unit, dated June 1, 1957, as amended and supplemented, and to any other contracts or agreements in effect and existing as of July 1, 1963, insofar as same relate to the lands described above,

but includes all right, title and interest that Mobil has by virtue of said lease,

199737

RECORDED January 27 1984 8:00 AM
IN BOOK 70 Oil & Gas PAGE 156
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC -7 1983
BUREAU OF LAND MANAGEMENT

Agreements and contracts insofar as they relate to the Frontier Formation in said lands and leases above described.

This Assignment shall be effective as of 7 o'clock a.m. on July 1, 1963, and all income and expenses accruing to the interest herein assigned shall belong to Assignee after that date.

In the event Assignee should elect to surrender, let expire, abandon or release all or any of the rights hereby assigned, or any part thereof, Assignee shall notify Mobil not less than thirty (30) days in advance of such surrender, expiration, abandonment or release and, if requested to do so by Mobil, Assignee immediately shall reassign such rights, or part thereof, to Mobil.

The provisions hereof shall be considered as covenants running with the land and lease during the life of the lease, and all modifications, renewals or extensions thereof, and shall bind the parties hereto, their legal representatives, successors and assigns and any grant, transfer, or assignment of the lease shall be subject to the provisions hereof.

This Assignment does not cover or include, and Assignee shall not acquire any rights by virtue hereof, in and to any pipes, machinery, equipment, and property of any kind, located on the above described lands and lease or appurtenant thereto and used in connection therewith, nor does it include any interest in and to such property owned under and by virtue of any operating or other agreement covering said lands and lease.

Mobil agrees to execute on appropriate Federal forms any assignments which may be required to formally vest Assignee with title to the interest covered hereby, but it is understood and agreed by Mobil and Assignee that such assignments shall not be cumulative and shall not entitle Assignee to a greater interest than herein assigned.

This Assignment is made expressly subject to the terms, covenants, conditions, and provisions of that certain Gas Sales Agreement, as amended, dated May 15, 1956, by and between Socony Mobil Oil Company, Inc., successor to General Petroleum Corporation and El Paso Natural Gas Company, successor to Pacific Northwest Pipeline Corporation, and further subject to the terms and provisions of the Natural Gas Act of 1938, as amended, and the rules and regulations promulgated by the Federal Power Commission thereunder and the applicable filings and Order, if any, pertaining thereto, reference to which is hereby made for all purposes as though fully made a part hereof.

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC -7 1983
BUREAU OF LAND MAN[redacted]T

Mobil covenants with Assignee, its successors and assigns that the above described lease is a valid and subsisting lease upon the said premises, and that Mobil is the owner of said lease and the rights and interest in the Frontier Formation thereunder, and that Mobil has good right and authority to sell and convey same; that said right and interest is free and clear from all liens and encumbrances; that all royalties due and payable thereunder have been duly paid; and warrants and agrees to forever defend the title to said lease and interest therein unto Assignee, its successors and assigns against all and every person or persons whomsoever lawfully claiming or to claim the same or any part by, through, or under Mobil.

TO HAVE AND TO HOLD unto the said Belco Petroleum Corporation, its successors and assigns, the above described oil and gas lease insofar as same covers the Frontier Formation in the above described lands; subject, however, to the terms and provisions of said lease and any amendments thereto or modifications thereof, and subject to the exceptions, reservations and provisions hereinbefore stated.

IN WITNESS WHEREOF, this Assignment is executed this 13th day of February, 1967.

SOCONY MOBIL OIL COMPANY, INC.

By: R. H. Clarke
Attorney in Fact

By:
Attorney in Fact

ATTEST:

Assistant Secretary

Approved
Land
Legal
T. R.
Jr. Int.
Gas
Opr. Supt.

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

DEC - 7 1983

BUREAU OF LAND MANAGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 13th day of February, 1967, before me appeared R. H. CLARK and O. K. HOLLAND, JR., to me personally known, who, being by me duly sworn, did say that they executed the foregoing instrument as Attorneys in Fact of SOCONY MOBIL OIL COMPANY, INC., acting by authority of a resolution of its Board of Directors, and the said R. H. CLARK and O. K. HOLLAND, JR. acknowledged that said instrument was signed on behalf of and as the free act and deed of said corporation.

Witness my hand and official seal.

My commission expires:
My Commission Expires Oct. 13, 1967

Notary Public
NOTARY PUBLIC
State of Colorado
My Commission Expires Oct. 13, 1967

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CORRECTIVE

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

THIS CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS (this "Assignment"), dated to be effective at 7:00 A.M., local time, on the Effective Date, as defined below, is from ENERGETICS OPERATING COMPANY, formerly known as ENERGETICS, INC., a Colorado corporation (the "Company"); to J. Thomas Reagan, successor trustee under a Trust Agreement for the ROYALTY PARTICIPATION PLAN OF ENERGETICS, INC., dated to be effective January 1, 1977 ("Reagan as Trustee"), each with an address of 116 Inverness Drive East, Englewood, Colorado 80112; and from Reagan as Trustee to ENERGETICS ROYALTY CORPORATION, a Delaware corporation ("ERC"), with an address of 116 Inverness Drive East, Englewood, Colorado 80112.

Recitals

1. Effective January 1, 1977, the Company established a royalty participation plan (the "Plan") for its employees. Under the Plan, the Company was authorized to transfer various overriding royalty interests from time to time to a trustee (the "Trustee") of a trust (the "Trust") established under a Trust Agreement for the Royalty Participation Plan of Energetics, Inc., dated to be effective January 1, 1977 (the "Trust Agreement"). The Trustee named in the Trust Agreement was H. Pete Smith. J. Thomas Reagan succeeded H. Pete Smith as Trustee, and is currently serving as Trustee.

2. The Plan was amended effective January 1, 1982, to provide that the assets dedicated to the Plan henceforth would be held by a new, wholly-owned subsidiary of the Company, that the Plan assets held by the Trustee prior to the January 1, 1982 Plan amendment would be transferred to the new subsidiary and that the Trust would thereafter be terminated. ERC is the subsidiary established to hold assets dedicated to the Plan pursuant to the January 1, 1982 Plan amendment.

3. Since the Plan was established in January, 1977, the Company has transferred the overriding royalty interests described on Exhibit A attached hereto and incorporated herein by reference (the "Interests") to the Trustee of the Trust pursuant to the Plan. In general, however, the instruments of assignment executed by the Company (the "Initial Assignments") did not name the Trustee of the Trust as assignee, but rather designated the assignee variously as "Royalty Participation Plan of Energetics, Inc.," "Royalty Participation Plan of Energetics, Inc., a/k/a Employees Royalty Pool," "Royalty Participation Plan of Energetics, Inc., a/k/a Royalty Participation Plan of Energetics, Inc. Trust," "Royalty Participation Plan of Energetics, Inc., a/k/a Energetics Royalty Plan," "Royalty Participation Plan of Energetics, Inc., a/k/a Energetics Royalty Participation Plan," "Royalty Participation Plan of Energetics, Inc., a/k/a Energetics' Employees Royalty Trust," and possibly by other names. Each Initial Assignment creating an Interest is described on Exhibit A.

4. Similarly, since the Plan was amended in January, 1982 and ERC was formed, the Trustee of the Trust has transferred certain of the Interests to ERC in accordance with the January 1, 1982 Plan amendment. In general, however, the instruments of assignment (the "Subsequent Assignments") executed by the trustee did not name the Trustee of the Trust as assignor, but rather designated the assignor variously as described in paragraph 3 above. Each Subsequent Assignment of an Interest, if any, is described on Exhibit A.

5. The Company now understands that a question exists with respect to the title to the Interests because the Initial Assignments failed to name the Trustee of the Trust as assignee and the Subsequent Assignments failed to name the Trustee of the Trust as assignor. The Company therefore desires to correct the Initial Assignments and the Subsequent Assignments in order to perfect title to the Interests.

199741

RECORDED January 27 1984 11:00 A M
IN BOOK 70 Misc PAGE 159
FEES $3.25 Lou J Yake COUNTY CLERK
SUBLETTE, WYOMING

Sublette County, Wyoming
WY-295 WY-322 WY-263
WY-349 WY-453 WY-264 WY-267
WY-293 WY-216 WY-266 WY-268

6. The Company and Reagan as Trustee further desire to transfer to ERC all of the Interests not previously assigned to ERC in accordance with the provisions of the January 1, 1982 Plan amendment.

Assignment

FOR TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby assigns, conveys, grants and transfers to Reagan as Trustee, and Reagan as Trustee hereby assigns, conveys, grants and transfers to ERC, the Interests set forth on Exhibit A, in the percentages set forth on Exhibit A, in and to all oil, gas and other hydrocarbons produced, saved and sold from the lands described in Exhibit A (the "Lands"), under and pursuant to the leases described in Exhibit "A", and any extensions or renewals thereof taken or acquired by the Company within six months after the date of termination of the leases described in Exhibit A, of which the new lease is a renewal (all of which leases are referred to herein as the "Leases"), subject to the following terms and conditions:

With respect to each Interest, the effective date (the "Effective Date") of this Assignment shall be as follows: (a) for the assignment from the Company to Reagan as Trustee, the effective date of the Initial Assignment creating such Interest, as set forth on Exhibit A; and (b) for the assignment from Reagan as Trustee to ERC, the later of December 1, 1982 or the effective date of the Initial Assignment creating such Interest, as set forth on Exhibit A.

A. The Interests assigned herein are subject to the terms and provisions of the Leases and any amendments or modifications thereto.

B. The Interests shall not be paid or accrued for any oil, gas, casinghead gas and other hydrocarbons used for operating, development or production from the Lands or unavoidably lost, or for any gas used for repressuring, recycling or pressure maintenance operations benefitting the Lands.

C. In the event that the Leases cover less than the full and undivided mineral fee estate in any tract covered thereby, or in the event that the Company owns less than the full and undivided leasehold estate in any Lease or any tract covered thereby, then the Interests, as to such Lease or tract, shall be proportionately reduced.

D. The Interest shall be free and clear of all development, production, marketing and operating costs and expenses, except taxes applicable to the Interests or to the production or income therefrom.

E. The Company reserves the right, without consent of ERC, to pool the Leases and the Lands, or any part thereof, with other leases and lands into voluntary units or units established by any governmental authority having jurisdiction. If the Leases, or any part thereof, are pooled or unitized accordingly, then the Interest shall be ascertained and paid on the production, or proceeds thereof, allocable to the pooled unit in accordance with the applicable pooling or unitization agreement or order.

TO HAVE AND TO HOLD the Interests unto ERC and its successors and assigns forever.

This Assignment is executed and delivered without warranty of title of any kind, either express, implied or statutory.

Nothing contained herein shall impose upon the Company, Reagan as Trustee, or their successors or assigns any duty or obligation to drill upon, develop, produce from or operate the Lands or to maintain the Leases in effect by the payment of delay rentals or otherwise.

This Assignment shall not be deemed to create any new or additional interest in the Leases or the Lands. This Assignment is intended only to perfect title to the Interests and to convey the Interests to ERC on the terms and conditions herein expressed.

All recording references in Exhibit A are to the official real property records of the county or counties in which the Lands are located.

This Assignment may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Exhibit A hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

This Assignment shall bind and inure to the benefit of the Company, Reagan as Trustee and ERC, and their respective successors and assigns.

EXECUTED this 13th day of January, 1984, but effective for all purposes with respect to each Interest as of the Effective Date.

ATTEST:

Assistant Secretary

ENERGETICS OPERATING COMPANY

By: _____
Gene W. Anderson,
Vice President

_____
J. Thomas Reagan, successor trustee under a Trust Agreement for the Royalty Participation Plan of Energetics, Inc., dated January 1, 1977

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 31st day of January, 1984, by Dena W. Anderson, as Vice President, and Lou Buntzen, as Assistant Secretary, of ENERGETICS OPERATING COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Betty A. Herald
Notary Public

My Commission Expires:

My Commission Expires July 26, 1986
3051 East Peakview Circle
Littleton, Colorado 80121

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 31st day of January, 1984, by J. Thomas Reagan, as successor trustee under a Trust Agreement for the Royalty Participation Plan of Energetics, Inc., dated January 1, 1977.

Witness my hand and official seal.

Betty A. Herald
Notary Public

My Commission Expires:

My Commission Expires July 26, 1986
3051 East Peakview Circle
Littleton, Colorado 80121

EXHIBIT "A"

Attached to and made a part of
Corrective Assignment of Overriding Royalty Interests
dated January 13th, 1984, between
Energetics Operating Company and
the Royalty Participation Plan of Energetics, Inc., et al.

I. As to the Interest described in this subsection I:

A. Interest. An undivided two percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #11104: Oil and Gas Lease dated 10-1-72, from USA-W-36422, as Lessor, to Jean D. True, as Lessee, recorded in Book 57 at page 369 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T-27-N, R-111-W
Section 22: N/2
Section 23: All
Section 25: W/2, SE/4
Section 26: All

2. Lease #11105: Oil and Gas Lease dated 3-1-77, from USA-W-57814, as Lessor, to J. V. Walker, as Lessee, not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T-27-N, R-111-W
Section 24: N/2

3. Lease #11103: Oil and Gas Lease dated 12-1-78, from USA-W-65391, as Lessor, to Energtics, Inc., as Lessee, not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T-27-N, R-110-W
Section 19: Lots 3, 4, E/2SW/4
Section 30: Lots 1, 2, E/2NW/4

T-27-N, R-111-W
Section 24: SE/4
Section 25: NE/4

4. Lease #12740: Oil and Gas Lease dated 4-1-76, from USA-W-54137, as Lessor, to Melvin Meester, as Lessee, recorded in Book 64 at page 328 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T-27-N, R-111-W
Section 17: SE/4

B. Initial Assignment. Assignment of Overriding Royalty dated 8/28/81, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 64 at page 107 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/18/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 525 of the Oil and Gas records of Sublette County, Wyoming.

II. As to the Interest described in this subsection II:

A. Interest. An undivided 1.2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #12740: Oil and Gas Lease dated 4-1-76, from USA W-54137, as Lessor, to Melvin Meester, as Lessee, recorded in Book 64 at page 328 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N, R111W, 6th P.M.
Section 20: NE¼

B. Initial Assignment. Assignment of Overriding Royalty dated 8/28/81, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 64 at page 107 of the Oil and Gas Records of Sublette County, Wyoming.

C. 1. Subsequent Assignment. Assignment of Overriding Royalty dated 5/15/82, effective 2/1/82, from the Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics, Inc., a Colorado corporation, and Rocky Mountain Oilfinders, Inc., as Assignees, recorded in Book 65 at page 655 of the Oil and Gas Records of Sublette County, Wyoming.

2. Subsequent Assignment. Assignment of Overriding Royalty dated 5/18/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 525 of the Oil and Gas Records of Sublette County, Wyoming.

III. As to the Interest described in this subsection III:

A. Interest. An undivided two percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #12445: Oil and Gas Lease dated 12/1/78, from USA W-65390, as Lessor, to Energetics, Inc., as Lessee, not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West
Section 11: NE¼, N½SE¼
Section 12: NW¼SW¼

2. Lease #11100: Oil and Gas Lease dated 7/1/72, from USA W-35399, as Lessor, to John I. Weston, as Lessee, recorded in Book 64 Oil and Gas at page 633 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West
Section 15: N½

3. Lease #11101: Oil and Gas Lease dated 10/1/73, from USA W-41388, as Lessor, to Adele B. Isaacs, as Lessee, not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West
Section 12: SW¼SW¼

4. Lease #11099: Oil and Gas Lease dated 10/1/76, from USA W-55992, as Lessor, to Mary Lansdale, as Lessee, not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West
Section 12: N½, E½SW¼, SE¼

5. Lease #12631: Oil and Gas Lease dated 9/1/73, from USA W-40980, as Lessor, to Barlow & Haun, Inc., as Lessee, not recorded insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West
Section 13: N½, Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 well in Section 15, T27N-R111W, 6th P.M.

6. Lease #11102: Oil and Gas Lease dated 4/1/76, from USA W-54136, as Lessor, to Sam V. Morse, as Lessee, recorded in Book 64 Oil and Gas at page 638 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West
Section 14: All
Section 15: S½

Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 well in Section 15, T27N-R111W, 6th P.M.

B. 1. Initial Assignment. Assignment of Overriding Royalty dated 4/23/81, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 493 of the Oil and Gas Records of Sublette County, Wyoming.

2. Initial Assignment. Assignment of Overriding Royalty dated 5/6/81, effective 4/1/80, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 62 at page 376 of the Oil and Gas Records of Sublette County, Wyoming.

3. Initial Assignment. Assignment of Overriding Royalty dated 4/23/81, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 490 of the Oil and Gas Records of Sublette County, Wyoming.

4. Initial Assignment. Assignment of Overriding Royalty dated 9/27/80, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 694 of the Oil and Gas Records of Sublette County, Wyoming.

C. 1. Subsequent Assignment. Assignment of Overriding Royalty dated 8/28/81, from the Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics, Inc., a Colorado corporation, (now known as Energetics Operating Company), as Assignee, recorded in Book 64 at page 65 of the Oil and Gas Records of Sublette County, Wyoming.

2. Subsequent Assignment. Assignment of Overriding Royalty dated 8/28/81, from the Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics, Inc., a Colorado corporation, (now known as Energetics Operating Company), as Assignee, recorded in Book 64 at page 59 of the Oil and Gas Records of Sublette County, Wyoming.

3. Subsequent Assignment. Assignment of Overriding Royalty dated 5/9/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 238 of the Oil and Gas Records of Sublette County, Wyoming.

IV. As to the Interest described in this subsection IV:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #12630: Oil and Gas Lease dated 1/1/76, from USA W-53093, as Lessor, to Francis Clyde Null, as Lessee, not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West
Section 10: All, from the surface of the ground to the stratigraphic equivalent of the deepest depth, 11,694 feet, penetrated by the Federal #30-15 well located on Section 15-T27N-R111W, 6th P.M., Sublette County, Wyoming.

B. Initial Assignment. Assignment of Overriding Royalty dated 9/27/80, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 694 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/9/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 238 of the Oil and Gas Records of Sublette County, Wyoming.

V. As to the Interest described in this subsection V:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #13021: Oil and Gas Lease dated 7/1/81, from USA W-72837, as Lessor, to Valeria M. Mohr, as Lessee, recorded in Book 65 at page 16 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 28 North, Range 110 West
Section 5: Lots 1, 2, 3, 4, S½
Section 6: Lot 4, S½SE¼
Section 7: E½
Section 8: All, Containing 1559.79 acres, more or less

B. Initial Assignment. Assignment of Overriding Royalty dated 5/10/82, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 65 at page 30 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. None

VI. As to the Interest described in this subsection VI:

A. Interest. An undivided 1 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #12365: Oil and Gas Lease dated 2/1/78, from USA W-62117, as Lessor, to R. Ken Williams, as Lessee, recorded in Book 67 Oil and Gas at page 646, and re-recorded in Book 68 at page 167 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 28: NW¼, N½SW¼, SE¼SW¼, Insofar and only insofar as such lease covers formations from the surface of the ground down to 10,306 feet.

2. Lease #12366: Oil and Gas Lease dated 9/1/79, from USA W-68454, as Lessor, to Edward H. Judson, as Lessee, not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 28: SW¼SW¼, Insofar and only insofar as such lease covers formations from the surface of the ground down to 10,306 feet

B. Initial Assignment. Assignment of Overriding Royalty dated 6/1/81, effective the date of first production from the Federal #10-28 located at the CNW/4 Section 28-T27N-R111W, 6th P.M., Sublette County, Wyoming, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 601 of the Oil and Gas Records of Sublette County, Wyoming.

C. 1. Subsequent Assignment. Assignment of Overriding Royalty dated 8/26/81, effective the first date of production from the Federal #10-28 well located at the CNW/4 Section 28-T27N-R111W, 6th P.M., Sublette County, Wyoming, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics, Inc., as Assignee, recorded in Book 63 at page 53 of the Oil and Gas Records of Sublette County, Wyoming.

2. Subsequent Assignment. Assignment of Overriding Royalty dated 5/19/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 521 of the Oil and Gas Records of Sublette County, Wyoming.

VII. As to the Interest described in this subsection VII:

A. Interest. An undivided 1 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #11173: Oil and Gas Lease dated 6/1/78, from USA W-63490, as Lessor, to The Superior Oil Company, as Lessee, recorded in Book 66 Oil and Gas at page 168 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th P.M.
Section 32: Lot 2, NW¼, N½SW¼

B. Initial Assignment. Assignment of Overriding Royalty dated 8/28/81, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recording information not available.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 7/5/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 69 at page 66 of the Oil and Gas Records of Sublette County, Wyoming.

VIII. As to the Interest described in this subsection VIII:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #12442: Oil and Gas Lease dated 7/2/80, from State of Wyoming No. 80-0331, as Lessor, to Allan Douglass, as Lessee,

not recorded, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T28N-R112W
Section 16: NE¼, E/2NW/4, S/2

B. Initial Assignment. Assignment of Overriding Royalty dated 6/23/82, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 65 at page 331 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. None

IX. As to the Interest described in this subsection IX:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #11106: Oil and Gas Lease dated 11/1/78, from USA W-62508, as Lessor, to R. L. Billings, as Lessee, recorded in Book 57 Oil and Gas at page 187 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N-R111W, 6th P.M.
Section 29: W/2NE/4, SE/4NE/4, W/2, SE/4

B. Initial Assignment. Assignment of Overriding Royalty dated 4/22/81, effective 7/1/79, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 496 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/12/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 241 of the Oil and Gas Records of Sublette County, Wyoming.

X. As to the Interest described in this subsection X:

A. Interest. An undivided 1.6 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #11107: Oil and Gas Lease dated 5/1/72, from USA W-34033, as Lessor, to Robert W. David, as Lessee, recorded in Book 57 Oil and Gas at page 280 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N, R111W, 6th P.M.
Section 29: NE/4NE/4

B. Initial Assignment. Assignment of Overriding Royalty dated 4/22/81, effective 7/1/79, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 496 of the Oil and Gas Records of Sublette County, Wyoming.

C. 1. Subsequent Assignment. Assignment of Overriding Royalty dated 10/18/82, effective 3/1/82, from the Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics, Inc., a Colorado corporation (now known as Energetics Operating Company), Rocky Mountain Oilfinders, Inc., and MM&S Partners, as Assignees, recorded in Book 66 Oil & Gas at page 685 of the records of Sublette County, Wyoming.

2. Subsequent Assignment. Assignment of Overriding Royalty dated 5/12/83, effective 12/1/82, from the Royalty Participation Plan

of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 241 of the Oil and Gas Records of Sublette County, Wyoming.

XI. As to the Interest described in this subsection XI:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #11108: Oil and Gas Lease dated 7/1/78, from USA W-63821, as Lessor, to James M. Turlington, as Lessee, recorded in Book 57 Oil and Gas at page 195 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N-R111W, 6th P.M.
Section 32: Lots 3, 4, NE/4, N/2SE/4

B. 1. Initial Assignment. Assignment of Overriding Royalty dated 4/22/81, effective as of date of first production of the Federal #40-32 well located in the SE/4 Section 32 - T27N-R111W, Sublette County, Wyoming, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 61 at page 499 of the Oil and Gas Records of Sublette County, Wyoming.

2. Initial Assignment. Assignment of Overriding Royalty dated 8/27/81, effective as of date of first production of the Federal #40-32 well located in the C-SE/4 Section 32 - T27N-R111W, Sublette County, Wyoming, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 63 at page 57 of the Oil and Gas Records of Sublette County, Wyoming.

C. 1. Subsequent Assignment. Assignment of Overriding Royalty dated 8/28/81, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics, Inc., a Colorado corporation, as Assignee, recorded in Book 64 at page 62 of the Oil and Gas Records of Sublette County, Wyoming.

2. Subsequent Assignment. Assignment of Overriding Royalty dated 5/12/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 241 of the Oil and Gas Records of Sublette County, Wyoming.

XII. As to the Interest described in this subsection XII:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #12320: Oil and Gas Lease dated 7/1/72, from USA W-35398, as Lessor, to Helen M. Donaldson, as Lessee, recorded in Book 63 Oil & Gas at page 605 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N-R111W, 6th P.M.
Section 8: SW/4SE/4
Section 17: NE/4, Limited in depth from surface to a depth of the second Bench of the second Frontier, or a total depth of 11,391' as reached in the #10-5 Federal well drilled in the NW Section 5 - 27N-111W

B. Initial Assignment. Assignment of Overriding Royalty dated 6/3/81, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded

in Book 61 at page 657 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/12/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 241 of the Oil & Gas Records of Sublette County, Wyoming.

XIII. As to the Interest described in this subsection XIII:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #10541: Oil and Gas Lease dated 5/1/77, from USA W-58724, as Lessor, to John P. Cuccia, as Lessee, recorded in Book 54 Oil & Gas at page 470 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N-R111W, 6th P.M.
Section 19: Lots 1, 2, 3, 4, SW/4NE/4, E/2W/2, W/2SE/4
Section 30: Lots 1, 2, 3, E/2, E/2W/2

2. Lease #10542: Oil and Gas Lease dated 4/1/78, from USA W-62875, as Lessor, to Energetics, Inc., as Lessee, recorded in Book 58 Oil & Gas at page 319 re-recorded in Book 68 Oil & Gas at page 533 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N, R111W, 6th P.M.
Section 30: Lot 4

B. Initial Assignment. Assignment of Overriding Royalty dated 5/10/82, from Energtics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 65 at page 33 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/5/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 236 of the Oil & Gas Records of Sublette County, Wyoming.

XIV. As to the Interest described in this subsection XIV:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #10993: Oil and Gas Lease dated 6/1/79, from USA W-67808, as Lessor, to Houston G. Williams, as Lessee, recorded in Book 62 Oil & Gas at page 46 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N, R111W, 6th P.M.
Section 6: N/2NE/4
Section 7: SE/4
Section 18: E/2E/2
Section 19: E/2E/2

B. Initial Assignment. Assignment of Overriding Royalty dated 8/17/81, effective as of date of first production of the Federal 40-7 located in the SE/4 Section 7, T27N, R111W, Sublette County, Wyoming, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 62 at page 636 of the Oil & Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/12/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 241 of the Oil & Gas Records of Sublette County, Wyoming.

XV. As to the Interest described in this subsection XV:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #11109: Oil and Gas Lease dated 7/1/79, from USA W-68117, as Lessor, to Ole M. Hanson, as Lessee, recorded in Book 59 Oil & Gas at page 7 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N-R111W, 6th P.M.
Section 8: S/2SW/4
Section 17: W/2
Section 20: NW/4, NW/4SW/4, S/2SW/4, SE/4

2. Lease #11170: Oil and Gas Lease dated 9/1/77, from USA W-59776, as Lessor, to Dorothy Langly, as Lessee, recorded in Book 64 Oil & Gas at page 278 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N-R111W, 6th P.M.
Section 20: NE/4SW/4

B. Initial Assignment. Assignment of Overriding Royalty dated 10/17/80, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 60 at page 176 of the Oil & Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/12/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 241 of the Oil & Gas Records of Sublette County, Wyoming.

XVI. As to the Interest described in this subsection XVI:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #11221: Oil and Gas Lease dated 5/1/78, from USA W-62791, as Lessor, to Robert W. Myers, as Lessee, recorded in Book 68 Oil & Gas at page 347 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T28N-R111-W
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2SE/4

T28N-R112W
Section 25: E/2 of Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4

2. Lease #12466-A: Oil and Gas Lease dated 3/7/81, effective 4/4/81, from Daniel E. Chapel, Widower, as Lessor, to James A. Erickson, as Lessee, recorded in Book 61 Oil & Gas at page 461 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T28N-R112W, 6th P.M.
Section 24: Lots 9, 11, SE/4SW/4
Section 25: Lots 2, 5, N/2NW/4, SE/4NW/4
Section 26: Lots 1, 7, and all that part of the Green River riparian thereto

B. Initial Assignment. Assignment of Overriding Royalty dated 6/22/82, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 66 at page 441 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 6/8/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 523 of the Oil and Gas Records of Sublette County, Wyoming.

XVII. As to the Interest described in this subsection XVII:

A. Interest. An undivided 2 percent of 8/8ths overriding royalty in and to the entire leasehold estate created by the oil and gas leases listed as follows:

1. Lease #12319: Oil and Gas Lease dated 8/1/75, from USA W-51347, as Lessor, to Ada Wood, as Lessee, recorded in Book 61 Oil and Gas at page 447 of the Records of Sublette County, Wyoming, insofar and only insofar as such lease covers the following described lands in Sublette County, Wyoming:

T27N, R111W, 6th P.M.
Section 5: W/2
Section 6: S/2NE/4, SE/4
Section 7: NE/4
Section 8: NW/4, N/2SW/4

B. Initial Assignment. Assignment of Overriding Royalty dated 6/29/81, effective as of date of first production of the Federal 10-5 well located in the NW/4 Section 5 - T27N-R111W, Sublette County, Wyoming, from Energetics, Inc., a Colorado corporation, as Assignor, to Royalty Participation Plan of Energetics, Inc., as Assignee, recorded in Book 62 at page 107 of the Oil and Gas Records of Sublette County, Wyoming.

C. Subsequent Assignment. Assignment of Overriding Royalty dated 5/12/83, effective 12/1/82, from Royalty Participation Plan of Energetics, Inc., as Assignor, to Energetics Royalty Corporation, a Delaware corporation, as Assignee, recorded in Book 68 at page 241 of the Oil and Gas Records of Sublette County, Wyoming.

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

199769

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
W-35398

Lease effective date
July 1, 1972

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

PART I

1. Assignee's Name

Canadian Arctic Petroleums Inc., a Delaware corporation

Address (include zip code)
700 West Pender, 4th Floor
Vancouver, British Columbia, Canada V6C 1C1

RECORDED Jan 30 1984 3:00 PM
IN BOOK 70 Oil PAGE 173
FEES 6.00 Lavina Yake COUNTY CLE
SUBLETTE COUNTY CLERK
by D McClure

The undersigned, as owner of 0.6% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.
Section 8: SW1/4 SE1/4
Section 17: NE1/4
containing 200.00 acres, more or less in Sublette County, Wyoming

This assignment is limited to operating rights from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 Well in the NW1/4 of Section 5 T27N-R111W, 6th P.M.

WJM-1

3. Specify interest or percent of operating rights being conveyed to assignee	0.6% 8 9/16ths.
4. Specify interest or percent of operating rights being retained by assignor	0%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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

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

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

Executed this 7 day of DECEMBER, 1983.

W.C. Trimble
(Assignor's Signature)

Vel Industries Inc.
339 Bayside Road
(Assignor's Address)

Bellingham WA 98225
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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

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PART II

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

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

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

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

Executed this 9th day of January , 19 84 .

CANADIAN ARCTIC PETROLEUMS INC.

G. Douglas MacDonald

(Assignee's Signature)

700 West Pender, 4th Floor

(Assignee's Address)

Vancouver, British Columbia, Canada V6C 1C1

(City) (State) (Zip Code)

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

On this 7th day of December, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. C. TRIMBLE, to me known to be the President of VEL INDUSTRIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

GPO 833-059

Form 3107-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO 1004-0034

Lease Serial No.
W-51347

Lease effective date
August 1, 1975

199770

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

PART I

1. Assignee's Name

Canadian Arctic Petroleums Inc., a Delaware corporation

Address *(include zip code)*
700 West Pender, 4th Floor
Vancouver, British Columbia, Canada V6C 1G1

The undersigned, as owner of 0.6 percent of operating rights in the above-designated 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)

T27N, R111W, 6th P.M.

Sec. 6: S/2 NE/4, SE/4
7: NE/4
8: NW/4, N/2 SW/4

RECORDED Jan 30 1984 3:00 PM
IN BOOK 70 Oil & Gas PAGE 175
FEE $6.00 Fairbanks Recording District YUKON-KOYUKUK COUNTY CLERK
RECORDED COUNTY CLERK
Deputy

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

3. Specify interest or percent of operating rights being conveyed to assignee	0.6%
4. Specify interest or percent of operating rights being retained by assignor	0%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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

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

I CERTIFY That the 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 January , 1984 .

by W.C. Trimble
(Assignor's Signature)

Vel Industries Inc.
339 Bayside Road
(Assignor's Address)

Bellingham WA 98225
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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PART II

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 9th day of January, 19 84.

CANADIAN ARCTIC PETROLEUMS INC.

Ledlie MacDonald, Lic.

(Assignee's Signature)

700 West Pender, 4th Floor

(Assignee's Address)

G. Douglas MacDonald

Vancouver, British Columbia, Canada V6C 1C1

(City) (State) (Zip Code)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 9th day of December, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. C. TRIMBLE, to me known to be the President of VEL INDUSTRIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

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

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

GPO 833-059

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Canadian Arctic Petroleums Inc., a Delaware corporation

Address (*include zip code*)
700 West Pender, 4th Floor
Vancouver, British Columbia, Canada V6C 1C1

The undersigned, as owner of 1 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

T27N, R111W, 6th P.M.

Sec. 6: N/2 NE/4
7: SE/4

Sublette County, Wyoming
Containing 240 Acres

199771

Assignment approved as to lands described below

RECORDED January 30 1984 3:00 PM
BOOK 70 Oil PAGE 171
6th Land Yab COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1%
4. Specify interest or percent of record title interest being retained by assignor, if any	0%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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

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

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

Executed this 9th day of January , 1984 .

by _____
(Assignor's Signature)
W. C. Trimble

Vel Industries Inc.
339 Bayside Road
(Assignor's Address)

Bellingham WA 98225
(City) (State) (Zip Code)

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

ORIGINAL CASE FILE COPY

1170

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

Executed this 9th day of January , 19 84.

CANADIAN ARCTIC PETROLEUMS INC.

X _____ 700 West Pender, 4th Floor
(Assignee's Signature) (Assignee's Address)

G. Douglas MacDonald

Vancouver, British Columbia, Canada V6C 1C1
(City) (State) (Zip Code)

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

On this 9th day of December, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. C. TRIMBLE, to me known to be the President of VEL INDUSTRIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

fields of resources.

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

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

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

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

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

[redacted] [redacted] [redacted]

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-66217

Lease effective date
July 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Canadian Arctic Petroleums Inc., a Delaware corporation

Address (include zip code)
700 West Pender, 4th Floor
Vancouver, British Columbia V6C 1G1

The undersigned, as owner of 1 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/2 SW/4 17: W/2 Sublette County, Wyoming Containing 400 Acres	

199772

RECORDED January 30 A.D. 19 84 3:00 P.M.
IN BOOK 70 Oil & Gas PAGE 179
FEES $6.00 Darling York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1%
4. Specify interest or percent of record title interest being retained by assignor, if any	0%
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 9th day of January, 19 84.

by W.C. Trimble
(Assignor's Signature)

Vel Industries Inc.
339 Bayside Road
(Assignor's Address)

Bellingham WA 98225
(City) (State) (Zip Code)

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

ORIGINAL CASE FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 200,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 19th day of January , 19 84.

CANADIAN ARCTIC PETROLEUMS INC.

G. Douglas MacDonald

(Assignee's Signature)

700 West Pender, 4th Floor
(Assignee's Address)

Vancouver, British Columbia, Canada V6C 1C1
(City) (State) (Zip Code)

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

On this 9th day of December, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. C. TRIMBLE, to me known to be the President of VEL INDUSTRIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

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 (Sec. 43 CFR 3100-3(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 [redacted] this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

STATE OF WYOMING
~~UNITED STATES~~ OIL AND GAS LEASE 77-0111

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Margaret E. Andrikopoulos
220 East 5th Avenue - Cheyenne, Wyoming 82001
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
A. G. Andrikopoulos	P. O. Box 788 Cheyenne, Wyoming ~~82001~~ 82003	4½% of 8/8ths

199805

RECORDED February 2 1984 8:00 A M
IN BOOK 70 Oil & Gas PAGE 181
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

Being in all a total of an undivided Four and One-Half 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:

Township 29 North, Range 104 West, 6th P.M.
Section 7: E½SE¼
Section 18: E½NE¼, SW¼NE¼, W½SE¼
Section 19: NW¼NE¼

Containing 320.00 acres, more or less.

WITNESS our hands this 7th day of December, 19 79

Witnesses:

Margaret E. Andrikopoulos
Margaret E. Andrikopoulos

STATE OF Wyoming
COUNTY OF Laramie
} ss.

On the 7th day of December, 19 79, before me personally appeared Margaret E. Andrikopoulos the signor of the above instrument, who duly acknowledged to me that she executed the same.

Estelle C. Haefele
Notary Public
Residing in Cheyenne, WY 82001

My commission expires:
ESTELLE C. HAEFELE - Notary Public
July 15 1983
County of Laramie State of Wyoming
My Commission expires July 15, 1983

UNICOVER GRAPHICS

181

182

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-57796

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Margaret E. Andrikopoulos
220 East 5th Avenue - Cheyenne, Wyoming 82001
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
A. G. Andrikopoulos	P. O. Box 788 Cheyenne, Wyoming ~~XXXXX~~ 82003	4½% of 8/8ths

199806

RECORDED February 2 1984 8:00 AM
IN BOOK 70 Oil & Gas PAGE 182
FEES $4.00 Laing Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stuvie

Being in all a total of an undivided Four and One-Half 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:

Township 29 North, Range 105 West, 6th P.M.
Section 17: All

Containing 640.00 acres, more or less.

WITNESS our hands this 7th day of December, 1979

Witnesses:

Margaret E. Andrikopoulos

STATE OF Wyoming
COUNTY OF Laramie } ss.

On the 7th day of December, 1979, before me personally appeared Margaret E. Andrikopoulos the signor of the above instrument, who duly acknowledged to me that she executed the same.

Estelle C. Haefele
Notary Public

My commission expires:
ESTELLE C. HAEFELE - Notary Public
July 15, 1983
County of Laramie
State of Wyoming
My Commission expires July 15, 1983

Residing in Cheyenne, Wyoming 82001

UNICOVER GRAPHICS

OIL AND [redacted] No. 8 [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-67801

DISTRICT LAND OFFICE _____

KNOW ALL MEN BY THESE PRESENTS, That Vula O'Connell
P. O. Box 2003, Casper, Wyoming 82602

_____, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Casper College Foundation	125 College Drive Casper, Wyoming 82601	2%

199823

RECORDED February 6 1984 8:00 A M
BOOK 70 Oil PAGE 183
4.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

Being in all a total of an undivided Two Percent (2%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 31 North, Range 106 West
Section 20: S½
Section 21: S½

containing 640.00 acres, more or less

of Section _____ Township _____ Range _____ containing _____ acres more or less,

WITNESS our hands this 20th day of December, 1983.

Witnesses:

_____

_____

Vula O'Connell
Vula O'Connell
P. O. Box 2003
Casper, WY 82602

R. K. O'Connell (spouse)

State of Wyoming } ss.
County of Natrona }

The foregoing instrument was acknowledged before me by

Vula O'Connell and R. K. O'Connell

this 20th day of December, 1983.

Witness my hand and official seal.

Cindy L. Swirczynski
Notary Public

My Commission expires:

Cindy L. Swirczynski - Notary Public
County of Natrona — State of Wyoming
My Commission Expires July 3, 1986

153

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)

THAT for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VERNON T. DELGADO (Assignor) P. O. Box 66, Pinedale, Wyoming 82941 does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, to FLAG-REDFERN OIL COMPANY (Assignee) P. O. Box 11050, Midland, Texas 79702 all of Assignor's interest in and to the Oil and Gas leases described in Exhibit "A" attached hereto and made a part hereof, covering lands located in Sublette County, Wyoming, including all improvements thereon.

THIS ASSIGNMENT is made expressly subject to the terms and provisions of the original leases, the terms and provisions of all intermediate assignments thereof and Letter Agreement dated December 30, 1983 by and between Assignor and Assignee.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto their successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 15th day of January, 1984, but effective January 1, 1984.

A S S I G N O R

Vernon T. Delgado
Vernon T. Delgado

A S S I G N E E

ATTEST:

FLAG-REDFERN OIL COMPANY

By: Dale Stice
Dale Stice
Assistant Secretary

By: Glenn S. Brant
Glenn S. Brant
President

199824

RECORDED February 6 1984 8:00 AM
IN BOOK 70 Deed PAGE 184
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Eck

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

On this 18th day of January, 1984 before me personally appeared Vernon T. Delgado, to me known to be the person described 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 18th day of January, 1984.

My Commission Expires:

My Commission expires November 19, 1987

Notary Public in and for
Sublette County, Wyoming

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

On this 30th day of January, 1984, before me personally appeared Glenn S. Brant, to me personally known who, being by me duly sworn, did say that he is the President of Flag-Redfern Oil Company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Glenn S. Brant acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 30th day of January, 1984.

My Commission Expires:

D. Land
Notary Public in and for
Midland County, Texas
Commission Expires
4-13-85

Notary Public in and for
the State of Texas

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASE DATED JANUARY 15, 1984, BUT EFFECTIVE JANUARY 1, 1984, BY AND BETWEEN VERNON T. DELGADO, AS ASSIGNOR, and FLAG-REDFERN OIL COMPANY, AS ASSIGNEE.

1. HZ43200

An undivided 10.00% interest in Oil and Gas Lease dated April 16, 1982 by and between Dorothy Newcomb, et ux et al, as Lessors, and American Quasar Petroleum, as Lessee, Recorded in Volume 65, Page 519 of the Oil and Gas Lease Records of Sublette County, Wyoming and covering the following described land, to-wit:

Township 30 North, Range 114 West
Section 23: NE/4 NW/4
Section 24: W/2 NW/4, SW/4 SE/4, S/2

DEED OF DISTRIBUTION
BY TRUSTEE

THIS DEED made by First Interstate Bank of Denver, N.A., successor by merger to the IntraWest Bank of Denver, N.A., formerly The First National Bank of Denver, as Trustee under the Karl F. Crass Trust Agreement dated May 28, 1970, Grantor, whose address is 633 17th Street, P.O. Box 5825, Denver, Colorado 80217, to Karl F. Crass, Jr., Grantee, whose address is 8401 N. Lake Blvd., P.O. Box 88, Kings Beach, California 95719.

WHEREAS, Grantor is the duly qualified and acting Trustee under the aforesaid Trust Agreement; and

WHEREAS, Karl F. Crass acquired a one-half (1/2) of one percent (1%) overriding royalty payable on the entire production removed or sold from the land described below under the terms of that certain oil and gas lease bearing Serial No. Wyoming 015318, dated June 1, 1952, by an assignment recorded in Book 41 Oil and Gas at Page 609 in the office of the County Clerk of Sublette County, Wyoming; and

WHEREAS, the interest of said Karl F. Crass was assigned to Grantor by instrument recorded in Book 45 Oil and Gas at Page 401 in the office of said County Clerk; and

WHEREAS, Grantee is entitled to distribution of the hereinafter described property pursuant to said Trust Agreement.

NOW, THEREFORE, Grantor conveys, assigns, transfers and releases to Grantee 56.3% of its right, title and interest in said one-half (1/2) of one percent (1%) overriding royalty payable on the entire production removed or sold from the

199841

RECORDED February 6 1984 3:00 P M
IN BOOK 79 Oil & Gas PAGE 187
FEES $6.50 Lacy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

following described land situate in Sublette County, Wyoming:

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

Section 28: W1/2
Section 29: E1/2
Section 32: All
Section 33: W1/2

Township 31 North, Range 109 West, 6th P.M.

Section 4: Lots 3 and 4; S1/2 NW1/4; SW1/4
Section 5: Lots 1 and 2; S1/2 NE1/4; SE1/4
Section 9: W1/2

under the terms of the aforesaid oil and gas lease bearing Serial No. Wyoming 015318, dated June 1, 1952.

Grantor executes this deed solely in its capacity as Trustee and not in its individual corporate capacity; and Grantor makes no warranties of title, either expressed or implied, and any liability asserted against it because of its execution of this instrument shall be satisfied solely from assets held by it as such Trustee.

Executed January 24, 1984.

Attest:

By: _____
Assistant Cashier

First Interstate Bank of Denver, N.A., successor by merger to the IntraWest Bank of Denver, N.A., formerly The First National Bank of Denver, as Trustee under the Karl F. Crass Trust Agreement dated May 28, 1970

By: _____
Vice President and Trust Officer

State of Colorado)
) ss
City and County of Denver)

The foregoing deed was acknowledged before me this 24th day of January, 1984, by Donald L. Ellsworth as Vice President and Trust Officer and by Eugene C. Hetland as Assistant Cashier of First Interstate Bank of Denver, N.A., successor by merger to the IntraWest Bank of Denver, N.A., formerly The First National Bank of Denver, as Trustee under the Karl F. Crass Trust Agreement dated May 28, 1970.

Witness my hand and official seal.

My commission expires: February 3, 1988

_____
Notary Public

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

Annemarie Duncan
1720 S. Bellaire Street, #1300
Denver, Colorado 80222

W 67174
(Serial Number)

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

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

T 28 N, R 108 W, 6th Prin Mer
Sec 8: All

T 29 N, R 108 W, 6th Prin Mer
Sec 32: All
Sec 33: All

19845

RECORDED February 6 1984 3:00 P M
IN BOOK 70 Deed PAGE 189
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 13 1979

Containing a total of 1920.00 acres	Annual Rental $1920.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1979

THE UNITED STATES OF AMERICA

By Gloria M. Lyne
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

MAR 16 1979
(Date)

Claimant

189

LEASE TERMS

190

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

Sec. 2. The lessee agrees:

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

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

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

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

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

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

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

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

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

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

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

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

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, 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 d[illegible] 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 [illegible] 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.

[redacted] [redacted] [redacted] GPO 845 - 515

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APR 6 1977

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

Annamarie Duncan
1720 S. Bellaire St., #1300
Denver, Colorado 80222

W 58385
(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 31 N, R 113 W, 6th Prin Mer
Sec 2: Lot 4, W½SW¼
Sec 3: S½
Sec 10: All
Sec 11: W½W½
Sec 15: N½NE¼

199846

RECORDED February 6 '84 3:00 PM
IN BOOK 70 Oil PAGE 191
FEES $6.00 Lang Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 18 1977

Containing a total of 1319.64 acres	Annual Rental . . . . . $ 1320.00

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: APR 1 1977

THE UNITED STATES OF AMERICA

By Glenna M. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAR 31 1977
(Date)

FOR CLAIMANT

191

LEASE TERMS

43 CFR 3103.3-2(a) $1.00

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased. $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease yea., 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 procuction 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 amo used for production purposes or unavoidably lost; a plat show. development work and improvements on the leased lands; and report with respect to [redacted] investments, depreciation and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) *Preference 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, 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 [redacted] when required and to the extent deemed necessary [redacted] 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) *Leasing of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing or future 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 thereunde, 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. Code, relating to contracts, [redacted] form a part of this lease so far as the same may b[redacted]

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

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

Name
Street
City
State
Zip Code

Joan R. Duncan
1720 S. Bellaire Street, #1300
Denver, CO 80222

W 52086
(Serial Number)

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

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

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

T. 33 N., R. 112 W., 6th Prin. Mer.
Section 10: E½, NW¼, N½SW¼, SE¼SW¼

199847

RECORDED February 6 84 3:00 P M
IN BOOK 70 Misc PAGE 193
FEES $6.00 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

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

Containing a total of 600.00 acres	Annual Rental . . . . . $ 300.00

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: OCT 1 1975

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

Chief, Oil and Gas Section
(Title)

September 12, 1975
(Date)

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LEASE TERMS

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

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 per lease (but $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 lands 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 as there [illegible] a bond is required by law for the protection of the surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Conservation of leased lands.* Within 30 days [illegible] or, if the leased land is committed to an approved operative plan and such plan is [illegible] prior to the expiration of this lease, within 30 days of [illegible] to and to operate [illegible] such plan for the development [illegible] or pool, or part thereof, [illegible] the Secretary of the Interior may [illegible] and necessary or advisable, which shall [illegible] the rights of all parties [illegible].

(c) *Wells.* (1) To [illegible] protect the leased land [illegible] property of the lessor, or part of the [illegible] lower royalty rate, or on which the royalties [illegible] paid into different funds than are those of this [illegible] of any part of such facilities of production, [illegible] the Director of the Geological Survey [illegible] in full each month for the estimated [illegible] drainage in the amount determined by said Director [illegible] election of the lessor, shall and will [illegible] forthwith any [illegible] of all operations [illegible] affecting the field or area in which the leased [illegible] which is authorized and sanctioned by applicable [illegible] Secretary of the Interior; and (2) promptly after [illegible] writing to drill and produce such other wells as the [illegible] the Interior may reasonably require in order that the [illegible] premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.* (1) To pay rentals or royalties in amounts or value of production [illegible] of or from [illegible] 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 [illegible] notice that all or part of the land is [illegible] such a structure and [illegible] prior to a discovery of oil or gas on the land leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved operative 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 information 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 3100.2. 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 last payment tendered fails [illegible] which the proper office is open for business [illegible] be deemed timely if made on the next [illegible] day.

(f) *Contracts for disposal of products.* [illegible] Oil and Gas Supervisor of the Bureau of Land Management within 30 days after the effective date thereof any contract, or proposal of other arrangement, for the sale or disposal of the production of gasoline, and other products of the leased land, and 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 for the payment of royalty in kind, and the method of computing royalty on a minimum valuation and [illegible] Operating Regulations.

(g) *Statements.* [illegible] form as the lessor may prescribe, reports showing the amount and kind of all oil and gas from the lease, the amount used for production purposes or unavoidably lost, the amount of development work and [illegible] report with respect [illegible]

[illegible] and so far as [illegible] leased land and [illegible] the remedial [illegible] scribe the steps [illegible] to the lessor [illegible] owned by the [illegible] historic or prehistoric [illegible] or prohibited [illegible] performance of [illegible] left intact [illegible] porting officer [illegible]

[illegible] riding royalties [illegible] thorized for the [illegible]

To delete [illegible] lease lands [illegible] reserve [illegible]

[illegible] to pay [illegible] including [illegible] used, or [illegible] the work [illegible] is described [illegible] sets the [illegible] or part [illegible]

[illegible] well, [illegible] under [illegible] surface [illegible] and [illegible] source [illegible] ratio [illegible]

[illegible] authority [illegible] route [illegible] State [illegible] [illegible] [illegible]

[illegible] subject [illegible] Secretary, the [illegible] cease [illegible] point [illegible] of production [illegible] to be [illegible] [illegible] [illegible] the [illegible] [illegible] [illegible]

Form 3120-3
Eleventh Edition
(September 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved
Budget Bureau No. 42-R0990

Office ----------
Serial No. W-54215

Fill in on typewriter or print plainly in ink and sign in ink.

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

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss **Robert W. David**
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

P. O. Box 1497
(Number and Street)

Cheyenne, Wy. 82001
(City, State, ZIP Code)

RECEIVED
1976 FEB 12 PM 1:39
CHEYENNE, WYOMING
BUREAU OF LAND MANAGEMENT
OF THE INTERIOR

2. Land requested: State **Wyoming** County **Sublette** T. **37N** : R. **109W.,6th** Meridian

199848

Section 16: NW¼NW¼, E½W½;
20: All;
21: E½W½, SE¼;
22; N½, SE¼;
34: NE¼:

RECORDED February 6 1984 3:00 P M
IN BOOK 70 Oil & Gas PAGE 195
FEES 6.00 Lois Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McGuire

Total Area **1800** Acres

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

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

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on JUL 14 1977

(Offeror does not fill in this block) Total Area **1800.00** Acres Rental retained $ **1800.00**

4. Amount remitted: Filing fee $10, Rental $ **900.00**, Total $ **910.00**

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born **XX** Naturalized ---------- Corporation or other legal entity (specify what kind): ----------

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 3103.2. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror **XX** is ☐ is not the sole party in interest in this offer and lease, if issued. *(If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)*

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

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

Offeror duly executed this instrument this **12th** day of **February**, 19**76**

Robert W. David
(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 Edna L. Welsh
(Signing officer)

Effective date of lease **AUG 1 1977**

Acting Chief, Oil & Gas Section
(Title)

JUL 18 1977
(Date)

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

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

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

195

FOR CLAIMANT

43 CFR 3103.3-2(a) $1.00

...the lessee to [illegible] the exclusive right and ...drain to prospect for, mine, extract, save, use, and dispose of all the oil and gas ...except helium gas, in the lands leased, together with the right to con... to...graph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or ...structures necessary to the full enjoyment thereof, for a period of 10 ...and so long thereafter as oil or gas is produced in paying quantities, ...subject to the terms and agreement hereinbefore or hereafter supported by the Secre... of the Interior, the provisions of said agreement to govern the land subject ...thereto when inconsistent with the terms of this lease.

SEC. 2 The lessee agrees:

(a) *Bond.* To file for the lands leased under this lease and the operation ...conducted thereon a bond in the amount of $25,000 conditioned for the ...faithful performance of the requirements of this lease and the Operating Regulations ...the approval of the lessor. The lessor may require the filing of a bond in a greater amount, ...to exceed $100,000, if reasonably necessary to protect adequately the interests of the ...upon the lessee's failure to perform the obligations imposed by this lease. ...Unless otherwise provided by regulation or order of the Secretary of the Interior, ...bond shall be furnished prior to beginning operations under this lease.

(b) *Books, records, and reports.* To furnish prior to beginning ...of the operations and maintain at all times thereafter as required by the ...lessor, books and accurate records in such form as may be prescribed or approved ...by the lessor, reflecting fully all operations conducted upon or in connection ...with development of the leased lands, and the quantity and quality of all ...products obtained therefrom, including the disposition (sale, use, or otherwise) ...thereof and the gross proceeds derived therefrom; and to furnish to the lessor ...duly verified reports in connection therewith as may be required by the lessor. ...Upon the request of the lessee, such information as is furnished to the lessor ...shall not be open to inspection by the public without the consent of the lessee ...until the expiration of this lease.

(c) *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.

(d) *Diligence, prevention of waste, health and safety of workmen.* To ...exercise reasonable diligence in drilling and producing the wells hereon 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 use; 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 to permit the lessor ...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 premises and to ...accomplish the purposes 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.

(e) *Taxes and assessments, accidents 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.

(f) *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 canceled, 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.

(g) *Employment of oil and gas lessee or interest therein.* As required by ...applicable law, to file for approval by the lessor any employment of the lessee ...made of this lease or any interest therein, including a statement of compensation ...paid or agreed to be paid for such services, and at least annually thereafter ...on January 1, a statement showing the amounts paid or agreed to be paid ...during the preceding calendar year.

(h) *Disposition to purchaser or sources at reasonable rates and without discrimination.* If owner or operator, or owners 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 other ...person 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).

(i) *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.

(j) *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.

(k) *Protection of surface, natural resources, and improvements.* To take ...such reasonable steps as may be needed in present 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 ...cultural or scenic features of any natural monument or the recirculation of ...[illegible] or at any other time prior thereto when required ...and to the extent deemed necessary by the lessor to fill any pits, trenches ...and other excavations, remove or cover all debris, and so far as reasonably ...feasible, restore the surface of the leased land and access roads to their ...former condition, including the removal of structures as and if required. ...The lessee 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. When American antiquities or other objects ...of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this ...lease, the finder or conditioner will be left intact and immediately ...brought to the attention of the contracting officer or his authorized ...representative.

(l) *Unavoidable casualties.* Not to create unavoidable casualties in excess of five percent except as otherwise authorized by the regulations.

(m) *Delivery premises on cessation of interests.* 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 such surface is not necessary for the use of the lessee in the exploration and removal of the oil and gas therein, or dangerous to the safety ...of operations under this lease; and the right to use or authorize the use of ...such lands which will not unreasonably interfere with operations under this ...lease.

(c) *Mineral and use prices.* Full power and authority to promulgate and ...enforce all orders necessary to insure the use 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 undue profit, 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 lessee elects to take the helium, the ...lessee shall deliver all or any portion of gas containing the same to the lessee ...in the manner prescribed by the lessor, at any point on the leased premises, or ...of the area covered 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, ...except that the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or lose 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 production.* All rights pursuant to section 36 of the Act to take ...royalty oil or gas or its value of production.

(f) *Cisterns.* All rights pursuant to section 10 of the Act to purchase existing and lease or operate valuable water wells.

SEC. 4. *Drilling and producing restrictions.* It is agreed that the rate of ...prospecting or 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 one year 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 upon expiration of the ...above period, but extension thereof as may be granted because of adverse ...physical conditions or circumstances beyond control of lessee: *Provided*, That the lessee shall remain liable for and shall pay the lessor the reasonable cost of removing any or all of such property which is ordered removed by the lessor ...within one year after the termination of this lease.

SEC. 7. *Proceedings in case of default.* If the lessee shall fail to comply with any of the provisions of the Act or the regulations or orders made thereunder, or of the terms hereof, except that of payment of annual rental which is subject to the automatic termination of this 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 or his delegate in accordance with section 31 of the Act, except that if this lease covers lands subject to competitive bidding, or any ...one year, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act, but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any ...casing, material, or equipment determined by the lessor to be necessary for the ...plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause 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. *Delegated interest.* It is also further agreed that no Member of, or ...Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance ...in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(3), shall be admitted to any ...share or part in this lease or derive any benefit that may arise therefrom; ...and the provisions of Sec. 3741 of the Revised Statutes of the United States, ...as amended (41 U.S.C. Sec. 22) and Secs. 431, 432 and 433, Title 18 U.S. ...Code, relating to contracts, enter into and form a part of this lease so far as ...the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease non-competitive public domain lands or oil and gas deposits reserved to the United States in deposits of such lands for the purposes of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired land or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. The offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington, D.C. 20240. See 43 CFR 3123.1(b).

5. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

6. If any of the land described in Item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 3125-1, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated as provided in 43 CFR 3122.2, in which case such separate lease will be issued. If the lease is amended, the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

7. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that 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.

8. The offer will be rejected and returned to the offeror and will afford the applicant no priority if not filed in accordance with the appropriate regulations.

B. SPECIAL INSTRUCTIONS[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 3123.1(d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 3122.2.

Item 3. This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4. The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter section, 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 10 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same, showing as to each member [redacted] 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 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 such material has been previously filed, a reference by serial number to the records in which it has been filed, together with a statement of any amendments, will be accepted.

Item 5 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of Section 17(m) 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: 3103-2 Stipulation for lands where the surface control is under the jurisdiction of the Department of Agriculture; 3109-1 Lands potentially irrigable, lands within the flow limits of a reservoir site, lands within the drainage area of a constructed reservoir; 3200-1 Lands withdrawn for power purposes, and 3120-3 Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

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

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

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[1] Items numbered according to numbe[redacted]

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-67174

Lease effective date
April 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: Duncan Exploration Company,
a Colorado Joint Venture

Address *(include zip code)*
1777 S. Harrison St., Penthouse 1
Denver, CO 80210

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

2. Describe the lands affected by this assignment

Township 28 North - Range 108 West, 6th PM
Sec. 8: All

Township 29 North - Range 108 West, 6th PM
Sec. 32: All
Sec. 33: All

Containing 1920.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

199849

RECORDED February 6 1984 3:00 PM
IN BOOK 70 Ox E PAGE 197
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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

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

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

Executed this 4th day of August, 1983.

Annamarie Duncan
(Assignor's Signature)

1777 S. Harrison St., Penthouse 1
(Assignor's Address)

Denver CO 80210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 1983

By J. R. Spencer
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 27 1983
(Date)

FOR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ a Colorado joint venture ~~☐ Corporation~~. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as 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 4th day of August, 19 83.

Duncan Exploration Company, a Colorado Joint Venture

By: _____
(Assignee's Signature)

Raymond T. Duncan, Venture Manager

1777 S. Harrison St., Penthouse 1
(Assignee's Address)

Denver CO 80210
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of August, 1983, by ANNAMARIE DUNCAN.

WITNESS my hand and official seal.

My Commission Expires: 8-5-86

Kathryn Aragon
Notary Public
1777 S. Harrison St., Penthouse 1
Denver, CO 80210

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.

Serial No. W-67179

EXHIBIT "A"

Assignor hereby excepts and reserves unto himself, his heirs and assigns, a Production payment payable out of an undivided 3% of 8/8ths of the oil and gas produced, saved and sold by Assignee from the assigned premises by virtue of the above described oil and gas lease, and all extensions and renewals thereof, free and clear of all development, production, marketing and operating expenses and charges of any nature, save and except taxes, until there remains in the ground 10% (ten percent) of the ultimate economically recoverable reserves. Unless otherwise provided for in this assignment, the reservation of the production payment shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of the lease.

It is not the intention of the parties hereto for the production payment to continue throughout the economic life of said lease and if Assignor has received any excess payment as herein provided, he shall refund such excess payment to Assignee, its successors and assigns.

At any time or from time to time after production has been established either party hereto, by written notice to the other party, may request that a determination be made as to the ultimate economically recoverable reserves. The notice shall contain the name of an independent petroleum engineer to make such determination. If the named independent petroleum engineer is mutually satisfactory, the party receiving such notice shall so advise the other party within ten days from receipt of said notice. The independent petroleum engineer shall have sixty days from said date to complete his estimates, which shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging said engineer shall be borne by the party requesting said determination.

If the named independent petroleum engineer is not satisfactory to the other party, said other party shall have ten days from the receipt of said notice to name a second independent petroleum engineer and the two selected petroleum engineers shall have sixty days to prepare their estimates and if they agree, their determination shall be final unless or until modified by a subsequent determination. The cost and expense of engaging each of the two engineers shall be borne by the engaging party.

In the event the two petroleum engineers cannot agree the two of them shall engage an independent petroleum engineer within said sixty day period and he shall have sixty days to prepare his estimates which shall be averaged with the other two estimates and the result shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging the third petroleum engineer shall be borne equally by the parties hereto.

It is agreed that the Assignee shall furnish to the petroleum engineer or engineers free of cost all engineering data at his disposal.

This production payment shall apply separately to the gas and liquids produced by virtue of the above described oil and gas lease. In the event the above described lease covers less than the entire fee simple estate in the oil and gas in and under and that may be produced from the lands covered by said lease, or in the event this assignment covers less than the full fee title to said lease, then the production payment herein reserved shall be proportionately reduced. All payments made on account of said production payment 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. No change in the ownership of said production payment 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.

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor of its intention to do so at any time not less than 60 days prior to the rental due date under said lease by written notice to Assignor, and in that event upon written demand by said Assignor if received by Assignee within 30 days after mailing of such notice, said Assignee, its successors and assigns, will reassign said lease, or that portion thereof, on which it does not choose to pay said rentals, to said Assignor. In the absence of any such demand, no obligation on said Assignee, its successors and assigns to reassign said lease shall exist.

200

50-2-1320-01

8 ✓

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-58385

Lease effective date
April 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Duncan Exploration Company,
a Colorado Joint Venture

Address *(include zip code)*
1777 S. Harrison St., Penthouse 1
Denver, CO 80210

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 31 North - Range 113 West, 6th P.M. Sec. 2: Lot 4, W½SW¼ Sec. 3: S½ Sec. 10: All Sec. 11: W½W½ Sec. 15: N½NE¼ Containing 1319.64 acres, more or less Sublette County, Wyoming	199850 SAME LAND DESCRIPTION AS ITEM 2

RECORDED February 6 1984 3:00 PM
IN BOOK 70 Deed PAGE 200
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ostrom

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 ATTACHED EXHIBIT "A"

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

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

Executed this 4th day of August, 1983.

Annamarie Duncan
(Assignor's Signature)
Annamarie Duncan

1777 S. Harrison St., Penthouse 1
(Assignor's Address)

Denver (City) CO (State) 80210 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section

(Title)

DEC 2 3 1983
(Date)

[redacted] [redacted] [redacted] SIGNED

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

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

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

Executed this 4th day of August, 1983.

Duncan Exploration Company, a Colorado Joint Venture

By: _____
(Assignee's Signature)

Raymond T. Duncan, Venture Manager

1777 S. Harrison St., Penthouse 1
(Assignee's Address)

Denver	CO	80210
(City)	(State)	(Zip Code)

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of August, 1983, by ANNAMARIE DUNCAN.

WITNESS my hand and official seal.

My Commission Expires: 8-5-86

Kathryn Aragon
Notary Public
1777 S. Harrison St., Penthouse 1
Denver, CO 80210

[illegible] 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.

Serial No. W - 58385

EXHIBIT "A"

Assignor hereby excepts and reserves unto himself, his heirs and assigns, a Production payment payable out of an undivided 3% of 8/8ths of the oil and gas produced, saved and sold by Assignee from the assigned premises by virtue of the above described oil and gas lease, and all extensions and renewals thereof, free and clear of all development, production, marketing and operating expenses and charges of any nature, save and except taxes, until there remains in the ground 10% (ten percent) of the ultimate economically recoverable reserves. Unless otherwise provided for in this assignment, the reservation of the production payment shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of the lease.

It is not the intention of the parties hereto for the production payment to continue throughout the economic life of said lease and if Assignor has received any excess payment as herein provided, he shall refund such excess payment to Assignee, its successors and assigns.

At any time or from time to time after production has been established either party hereto, by written notice to the other party, may request that a determination be made as to the ultimate economically recoverable reserves. The notice shall contain the name of an independent petroleum engineer to make such determination. If the named independent petroleum engineer is mutually satisfactory, the party receiving such notice shall so advise the other party within ten days from receipt of said notice. The independent petroleum engineer shall have sixty days from said date to complete his estimates, which shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging said engineer shall be borne by the party requesting said determination.

If the named independent petroleum engineer is not satisfactory to the other party, said other party shall have ten days from the receipt of said notice to name a second independent petroleum engineer and the two selected petroleum engineers shall have sixty days to prepare their estimates and if they agree, their determination shall be final unless or until modified by a subsequent determination. The cost and expense of engaging each of the two engineers shall be borne by the engaging party.

In the event the two petroleum engineers cannot agree the two of them shall engage an independent petroleum engineer within said sixty day period and he shall have sixty days to prepare his estimates which shall be averaged with the other two estimates and the result shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging the third petroleum engineer shall be borne equally by the parties hereto.

It is agreed that the Assignee shall furnish to the petroleum engineer or engineers free of cost all engineering data at his disposal.

This production payment shall apply separately to the gas and liquids produced by virtue of the above described oil and gas lease. In the event the above described lease covers less than the entire fee simple estate in the oil and gas in and under and that may be produced from the lands covered by said lease, or in the event this assignment covers less than the full fee title to said lease, then the production payment herein reserved shall be proportionately reduced. All payments made on account of said production payment 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. No change in the ownership of said production payment 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.

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor of its intention to do so at any time not less than 60 days prior to the rental due date under said lease by written notice to Assignor, and in that event upon written demand by said Assignor if received by Assignee within 30 days after mailing of such notice, said Assignee, its successors and assigns, will reassign said lease, or that portion thereof, on which it does not choose to pay said rentals, to said Assignor. In the absence of any such demand, no obligation on said Assignee, its successors and assigns to reassign said lease shall exist.

[redacted] [redacted] [redacted]

[redacted] [redacted] 50-2-[redacted] ✓

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
USA W-52086

Lease effective date
October 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: Duncan Exploration Company,
a Colorado Joint Venture

Address *(include zip code)*
1777 South Harrison, Penthouse One
Denver, Colorado 80210

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

2. Describe the lands affected by this assignment

Township 33 North, Range 112 West, 6th P.M.
Section 10: E/2, NW/4, N/2SW/4, SE/4SW/4

Containing 600 acres, m/l
Sublette County, Wyoming

199851

RECORDED February 6 1984 3:00 P M
IN BOOK 70 Misc PAGE 203
FEES $8.00 Irene Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Assignment approved as to lands described below

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	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 ATTACHED EXHIBIT "A"

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

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

Executed this 4th day of August, 1983

Joan R. Duncan
(Assignor's Signature)

1777 South Harrison, Penthouse One
Denver, Colorado 80210
(Assignor's Address)

Joan R. Duncan

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title) FOR ASSIGNEE

DEC 14 1983
(Date)

203

204

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.

Colorado Joint Venture

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 4th day of August, 19 83

Duncan Exploration Company, a Colorado Joint Venture

By: _____
(Assignee's Signature)

Raymond T. Duncan, Venture Manager

1777 South Harrison Street
Penthouse One
(Assignee's Address)

Denver, Colorado 80210
(City) (State) (Zip Code)

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

The foregoing instrument was acknowledged before me this 4th day of August, 1983, by JOAN R. DUNCAN.

WITNESS my hand and official seal.

My Commission Expires: June 19, 1984

Notary Public
1777 S. Harrison St., Penthouse 1
Denver, CO 80210

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

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

Serial No. USA W-52086

EXHIBIT "A"

Assignor hereby excepts and reserves unto himself, his heirs and assigns, a Production payment payable out of an undivided 3% of 8/8ths of the oil and gas produced, saved and sold by Assignee from the assigned premises by virtue of the above described oil and gas lease, and all extensions and renewals thereof, free and clear of all development, production, marketing and operating expenses and charges of any nature, save and except taxes, until there remains in the ground 10% (ten percent) of the ultimate economically recoverable reserves. Unless otherwise provided for in this assignment, the reservation of the production payment shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of the lease.

It is not the intention of the parties hereto for the production payment to continue throughout the economic life of said lease and if Assignor has received any excess payment as herein provided, he shall refund such excess payment to Assignee, its successors and assigns.

At any time or from time to time after production has been established either party hereto, by written notice to the other party, may request that a determination be made as to the ultimate economically recoverable reserves. The notice shall contain the name of an independent petroleum engineer to make such determination. If the named independent petroleum engineer is mutually satisfactory, the party receiving such notice shall so advise the other party within ten days from receipt of said notice. The independent petroleum engineer shall have sixty days from said date to complete his estimates, which shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging said engineer shall be borne by the party requesting said determination.

If the named independent petroleum engineer is not satisfactory to the other party, said other party shall have ten days from the receipt of said notice to name a second independent petroleum engineer and the two selected petroleum engineers shall have sixty days to prepare their estimates and if they agree, their determination shall be final unless or until modified by a subsequent determination. The cost and expense of engaging each of the two engineers shall be borne by the engaging party.

In the event the two petroleum engineers cannot agree the two of them shall engage an independent petroleum engineer within said sixty day period and he shall have sixty days to prepare his estimates which shall be averaged with the other two estimates and the result shall be the final determination unless and until modified by a subsequent determination. The cost and expense of engaging the third petroleum engineer shall be borne equally by the parties hereto.

It is agreed that the Assignee shall furnish to the petroleum engineer or engineers free of cost all engineering data at his disposal.

This production payment shall apply separately to the gas and liquids produced by virtue of the above described oil and gas lease. In the event the above described lease covers less than the entire fee simple estate in the oil and gas in and under and that may be produced from the lands covered by said lease, or in the event this assignment covers less than the full fee title to said lease, then the production payment herein reserved shall be proportionately reduced. All payments made on account of said production payment 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. No change in the ownership of said production payment 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.

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor of its intention to do so at any time not less than 60 days prior to the rental due date under said lease by written notice to Assignor, and in that event upon written demand by said Assignor if received by Assignee within 30 days after mailing of such notice, said Assignee, its successors and assigns, will reassign said lease, or that portion thereof, on which it does not choose to pay said rentals, to said Assignor. In the absence of any such demand, no obligation on said Assignee, its successors and assigns to reassign said lease shall exist.

206

50-2-1031-01

6

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-54215

Lease effective date
August 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Raymond T. Duncan - 45%
Vincent J. Duncan - 30%, J. Walter Duncan, Jr. - 25%

Address *(include zip code)*
1777 S. Harrison St., Penthouse 1
Denver, CO 80210

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 37 North - Range 109 West, 6th P.M.
Section 16: NW¼NW¼, E½W½
Section 20: All
Section 21: E½W½, SE¼
Section 22: N½, SE¼
Section 34: NE¼

Containing 1800.00 acres, more or less.
Sublette County, Wyoming

Assignment approved as to lands described below

199852

RECORDED February 6 1984 3:00 PM
IN BOOK 70 Misc PAGE 206
FEES $6.00 Laird York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurm

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.

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

I CERTIFY That the 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 June , 1983.

(Assignor's Signature)
Robert W. David

P.O. Box 1497
(Assignor's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 1983

By L. K. Spoltz
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

NOV 23 1983
(Date)

[redacted] [redacted] FOR ASSIGNEE [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 6th day of July, 1983.

(Assignee's Signature)

Raymond T. Duncan

1777 S. Harrison St., Penthouse 1
(Assignee's Address)

Denver	CO	80210
(City)	(State)	(Zip Code)

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

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 30 day of June, 1983, by ROBERT W. DAVID.

WITNESS my hand and official seal.

My Commission Expires: 6-18-87

Notary Public

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

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

ASSIGNMENT AND MERGER OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, PAUL MESSINGER & CO., a Partnership, with an address of 7654 East Lakecliff Way, The Pinery, Parker, Colorado 80134 and JOHN H. MELBY TRUST, John H. Melby, Trustee, with an address of 8169 Pierson Court, Arvada, Colorado 80005, hereinafter called "Assignors", do hereby sell, assign, transfer and set over unto DAVIS OIL COMPANY, a Partnership, with an address of 410 17th Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignee", an overriding royalty interest of an undivided .0979665% from each assignor, being a total of .195933% of all oil, gas and casinghead gas, produced, saved and marketed from the following oil and gas lease, to wit:

D-5642.....Oil and Gas Lease effective December 1, 1965 from the United States of America, as Lessor to Margaret E. Allen, as lessee, bearing Serial No. W-0320797 INSOFAR AND ONLY INSOFAR as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 27 North, Range 110 West, 6th P.M.
Section 23: S/2
Section 26: N/2, SW/4, N/2SE/4, SW/4SE/4

It is expressly agreed that the .195933% of 8/8ths overriding royalty interest herein assigned will be merged with the Working Interest held by Davis Oil Company and shall cease to be a burden on the lands herein described.

IT IS UNDERSTOOD AND AGREED that this Assignment and Merger of Overriding Royalty Interest is made without warranty of title, either express or implied.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, this Assignment shall be deemed effective as of October 10, 1982.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 15 day of November, 1983.

199879

PAUL MESSINGER & CO., a Partnership

By: Paul Messinger
Paul Messinger, Partner

RECORDED February 9, 1984 8:09 AM
IN BOOK 70 Or E PAGE 208
FEES $6.25 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

JOHN H. MELBY TRUST

By: John H. Melby
John H. Melby, Trustee

DAVIS OIL COMPANY, a Partnership

by: Marvin Davis
Marvin Davis, Managing Partner

#20-24 Jefferson Unit/land/sgh

D-5642

Assignment and Merger of Overriding Royalty Interest from Paul Messinger & Co. and John H. Melby Trust to Davis Oil Company dated November 1, 1983 but effective as of October 10, 1982.

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

On this 1st day of November, 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 Partner of the said PAUL MESSINGER & CO., 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.

Sue W. Hentschel
Notary Public

My Commission Expires: My Commission Expires June 23, 1984

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

On this 1st day of November, 1983, before me a notary public in and for said County and State, came the above named John H. Melby, who is personally known to me to be the identical person whose name is affixed to the above instrument as Trustee of the said JOHN H. MELBY TRUST, and he acknowledged that he executed the above instrument as his free and voluntary act and deed.

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

Sue W. Hentschel
Notary Public

My Commission Expires: My Commission Expires June 23, 1984

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

On this 1st day of November, 1983, before me a notary public in and for said County and State, came the above named Marvin Davis, who is personally known to me to be the identical person whose name is affixed to the above instrument as Managing Partner 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.

Sue W. Hentschel
Notary Public

My Commission Expires: My Commission Expires June 23, 1984

210

Reception No. _____

Recorded _____, 19__, at _____ M.

In Book _____, Page _____, _____ County

State _____ County Clerk - Register of Deeds

Return To: _____

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That:
For and in consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mesa Petroleum Co.
P.O. Box 2009
Amarillo, Texas 79189
herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to American Quasar Petroleum Co. of New Mexico (1/3rd of 100%)
1700 Broadway, Suite 707, Denver, CO 80290
herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas leases(s) (herein called "said lease," whether one or more) 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. Newcomb, a single person and Jacqueline J. Wilson

Lessee: American Quasar Petroleum Co. of New Mexico

Dated: April 16, 1982

199897

RECORDER February 13 1984 8:00 AM
IN BOOK 70 Misc PAGE 210
FEES 4.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

Recorded: Book 65, Page 519

Lands: Township 30 North, Range 114 West, 6th P.M.
Section 23: NE/4NE/4
Section 24: W/2NW/4, SE/4NW/4, S/2

Containing 480.00 acres, more or less

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 1st day of February 19 84.

ATTEST: [illegible]
By: Michael J. Moore
Michael J. Moore
Assistant Secretary

MESA PETROLEUM CO.
By J. K. Larsen
Vice President

STATE OF TEXAS
COUNTY OF POTTER ss

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 1st day of February, 1984 by J. K. Larsen, Vice President of Mesa Petroleum Co., a Delaware Corporation, on behalf of said corporation.

IN WITNESS WHREROF, I have hereunto set my hand and seal.

My Commission expires November 30, 1984.

Edna Jackson
Notary Public
Edna Jackson
Amarillo, Texas

[redacted] [redacted]

Reception No. [redacted]

Recorded _____, 19__, at _____ M.

In Book _____, Page _____, _____ County

State _____ County Clerk - Register of Deeds

Return To: _____

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That:
For and in consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, John J. Christmann & Christmann Associates
1500 Broadway, Suite 800
Lubbock, Texas 79401

herein called "Assignor," whether one or more, does hereby grant, sell, convey, transfer and assign to American Quasar Petroleum Co. of New Mexico (1/3rd of 100%)
1700 Broadway, Suite 707, Denver, CO 80290

herein called "Assignee," whether one or more, all of Assignor's interest in the following described oil and gas leases(s) (herein called "said lease," whether one or more) 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. Newcomb, a single person and Jacqueline J. Wilson

Lessee: American Quasar Petroleum Co. of New Mexico

199898

RECORDED February 13 1984 8:00 AM
IN BOOK 70 Oil & G PAGE 211
FEES 4.00 Lang York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

Dated: April 16, 1982

Recorded: Book 65, Page 519

Lands: Township 30 North, Range 114 West, 6th P.M.
Section 23: NE/4NE/4
Section 24: W/2NW/2, SE/4NW/4, S/2

Containing 480.00 acres, more or less

Assignor hereby warrants title to the oil and gas leasehold interests hereby assigned as to those claiming by, through or under Assignor but not otherwise.

This assignment shall be binding on the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns.

EXECUTED This 6th day of February, 19 84.

John J. Christmann & Christmann Associates

By John J. Christmann

ACKNOWLEDGEMENT

COUNTY OF Sublette)
)
STATE OF Wyoming)

The foregoing instrument was acknowledged before me this 6th day of February, 1984 by John J. Christmann as President of John J. Christmann & Christmann Associates.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires: July 20, 1985.

CAROLYN V. HILL NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Carolyn V. Hill
Notary Public

Pinedale, Wyoming
Place of Residence

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RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned WOODS PETROLEUM CORPORATION and

W.A. MONCRIEF

do(es) hereby release, relinquish and surrender unto the lessors, their heirs, successors and assigns, all of their right, title and interest in and to the oil and gas lease(s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF we hereunto set our hand(s) and seal(s) this 31st day of May, 1983.

ATTEST:

William T. Wood

William T. Wood Assistant Secretary

WOODS PETROLEUM CORPORATION

By

Larry L. Miles, Vice President

199913

RECORDED February 13 1984 11:00A M
IN BOOK 70 Misc PAGE 212
FEES $6.25 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M. Lewis

By W.A. Moncrief
W.A. Moncrief

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of May, 1983, 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 said corporation for the uses and purposes therein set forth.

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

My Commission Expires: May 3, 1987

Mike Pruitt

Mike Pruitt Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Tarrant

Before me, the undersigned, a Notary Public in and for said County and State on this 11th day of July, 19 83, personally appeared W.A. Moncrief to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires 9-20-85

Becky Renfro

Notary Public

SCHEDULE "A" (RELEASE OF OIL AND GAS LEASES)

STATE OF Wyoming County OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE OF LEASE	RECORDING ENTRY BOOK	RECORDING ENTRY PAGE	DESCRIPTION
10242-01	William J. McGinnis, Jr. et al	Hawthorn Oil Company	5-11-78	56	366	Lots 2, 3, 6, Section 33-29N-111W

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199921

CONVEYANCE AND ASSIGNMENT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

RECORDED February 15 1984 8:00 AM
IN BOOK 70 Oil & Gas PAGE 214
FEE $7.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS; THAT, by Dorothy M. Shrum

SHELL OIL COMPANY, a Delaware corporation, hereinafter referred to as "Shell Oil", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, transfer, convey, set over and deliver to SHELL WESTERN E&P INC., a Delaware corporation, hereinafter referred to as "SWEPI" and whose mailing address is P. O. Box 576, Houston, Texas 77001, all and the entire of Shell Oil's right, title, interest and obligations in, to, under and arising out of or in any way related to each and every property described in the instruments listed on Exhibit "A" attached hereto and made a part hereof, as said instruments may have been modified or amended whether or not such modifications or amendments are listed on Exhibit "A" hereto, which right, title, interest and obligations shall include, but are not specifically limited to the following:

1. Leasehold interests in oil, gas or other minerals, including working interests, carried working interests, rights of assignment and reassignment, and other interests under or in oil, gas or mineral leases, and interests in rights to explore for and produce oil, gas and other minerals;

2. Royalties, overriding royalties, production payments, rights to take royalties in kind, or other interests in production of oil, gas or other minerals;

3. Fee or term interests or estates in lands or in oil, gas or other minerals in, on or under lands, or in the surface of lands, including such interests held or used for operations for processing and/or fractionation of natural gas and/or extraction and recovery of sulfur, but excluding any such interests held or used exclusively for operations for refining, manufacturing, distribution or marketing of petroleum products or chemical products;

4. Rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, boundary or line well agreements, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, joint bidding agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations;

5. Rights-of-way, easements, servitudes and franchises acquired or used in connection with operations for the exploration and production of oil, gas or other minerals; and

6. Permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas or other minerals.

As used herein, the term "oil, gas or other minerals" shall mean oil, all gaseous substances, sulfur and/or other minerals.

All interests conveyed and assigned hereunder which are subject to valid and subsisting joint operating agreements, unit agreements, farmout agreements or farmin agreements or other agreements are hereby expressly declared to be and remain subject thereto; and it is made a condition of this Conveyance and Assignment that SWEPI hereby agrees in writing

to assume all of the obligations and liabilities of Shell Oil under said joint operating agreements, unit agreements, farmout agreements or farmin agreements or other agreements, as such written assumption may be required under the terms thereof.

If the consent of, or notice to, third parties is required in connection with any of the properties or interests conveyed and assigned herein, Shell Oil undertakes to obtain any and all such consents and to give any and all such notices, which if not accomplished by the effective date hereof will be accomplished within a reasonable time. Should any prior consents from third parties be required which if not obtained before the effective date hereof would cause such affected interests to be forfeited or terminated, then such interests so affected are excluded herefrom and shall be transferred to SWEPI as of the effective date hereof if, as and when such consents are obtained, and Shell Oil shall execute such further instruments as may be necessary to accomplish such transfer. This Conveyance and Assignment is made specifically subject to any necessary local, state and/or Federal government approvals.

It is the intention of Shell Oil and SWEPI that this Conveyance and Assignment should cover interests in adjacent counties which are unitized or operated together with interests in Sublette County, Wyoming, which interests are of the kinds enumerated above.

Shell Oil does hereby grant, assign, transfer, convey, set over and deliver to SWEPI all and the entire of Shell Oil's right, title and interest in and to any and all production of oil, gas or other minerals which right, title and interest arises out of or is in any way related to any joint operating agreement, unit agreement, farmout agreement or farmin agreement, or other agreement, whether or not the property rights, title, interest and obligations underlying said agreement remain in effect or have been terminated.

Shell Oil hereby delivers to SWEPI and SWEPI hereby accepts this Conveyance and Assignment and the right, title, interest and obligations transferred hereby, and the parties agree when and if necessary, to record this Conveyance and Assignment and any other instruments or any recordable memoranda hereof or thereof, necessary to implement the transfers herein.

SWEPI hereby assumes all the obligations and liabilities of Shell Oil as of the effective date hereof with respect to rights, interests and obligations herein transferred and agrees to perform all such obligations and discharge all duties and liabilities with respect thereto.

All and singular the terms, conditions, declarations and assumptions hereof shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

This Conveyance and Assignment including all obligations and liabilities assumed herein shall be binding upon the

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parties hereto, their successors and assigns, and any obligations so assumed may be performed by successors and assigns on behalf of the parties hereto.

The effective date of this Conveyance and Assignment shall be January 1, 1984.

IN WITNESS WHEREOF, this instrument is executed in the presence of the following witnesses on this 20th day of December, 1983.

WITNESSES:

Patricia L. Phelps

Beverly Harrison

SHELL OIL COMPANY

By R. J. Vinson
R. J. VINSON
Attorney-in-Fact

WITNESSES:

Cathy W. Holland

Debbie L. Heck

SHELL WESTERN E&P INC.

By R. L. Blaylock
R. L. BLAYLOCK, JR.
Attorney-in-Fact

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 20 day of December, 1983, by R. D. VINSON, Attorney-in-Fact of Shell Oil Company, a Delaware corporation, on behalf of the corporation.

My Commission Expires:

9/25/84

Notary Public

MARY W. TRACY
Notary Public in and for
The State of Texas
My Commission Expires 9/25/84

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 20 day of December, 1983, by R. L. BLAYLOCK, JR., Attorney-in-Fact of Shell Western E&P Inc., a Delaware corporation, on behalf of the corporation.

My Commission Expires:

9/25/84

Notary Public

MARY W. TRACY
Notary Public in and for
The State of Texas
My Commission Expires 9/25/84

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EXHIBIT A

To Conveyance and Assignment
from Shell Oil Company to
Shell Western E&P Inc.
Effective January 1, 1984

This Exhibit identifies documents under which Grantor owns and holds for oil and gas exploration and production purposes an interest in the land described. The omission from this Exhibit of a reference to a pertinent title document shall not affect the intent and purpose of the Conveyance and Assignment to convey title to the Grantee of all of Grantor's right, title and interest in lands presently held by Grantor for oil and gas exploration and production purposes.

Lands are described in the Exhibit as being situated in a "Parish" (Louisiana), or in a "Recording District" (Alaska), or in a "County" (all other states).

The recording data set out for a document refers to the Volume and Page of the appropriate set of records in which such a document is recorded in the County or Parish or Recording District, or refers to the Entry or File number assigned to such document in the records of such County or Parish or Recording District.

The kind of document is identified in this Exhibit by the letter prefixes to Shell's File No. in accordance with the following:

FE: fee title to the surface or to the surface and minerals

MR)
or): a mineral interest or a royalty interest
RY)

OP: an option to acquire an interest in land

PL) a pooling, communitization or operating agreement
or): under which Shell Oil Company owns an interest
UN) in oil and gas production

RW: an easement or servitude

MC: a surface or subsurface non-mineral lease, easement, servitude, permit or license, water rights lease or agreement or purchase agreement

All other double letter prefixes, and all single letter prefixes, denote an oil and gas or an oil, gas and mineral lease.

Exhibit A Cover Page

EXHIBIT A

LANDS SITUATED IN SUBLETTE COUNTY/PARISH/RECORDING DISTRICT, WYOMING

SHELL FILE NO.	DATE	GRANTOR/LESSOR	RECORDED VOL PAGE	GOVERNMENTAL SERIAL NO.
WY-08917- 1	2-01-70	U S OF AMERICA		W-22102

LOTS 1, 2, 3, 4, S/2NW/4, S/2S/2 SEC 4-34N-115W, 6TH PM

WY-08921- 1 12-01-73 U S OF AMERICA W-34488
ALL SECS 16 & 21-35N-115W, 6TH PM

WY-08943-ETC 12-01-73 U S OF AMERICA W-38938
ALL SECS 6, 7, 8, BEING 1888 ACS IN LINCOLN CO & ALL SEC 9 BEING 640 ACS IN SUBLETTE COUNTY-36N-115W, 6TH PM

WY-08948-ETC 2-01-75 U S OF AMERICA W-38943
ALL SEC 5-36N-115W, ALL SECS 32 & 33-37N-115W IN LINCOLN COUNTY, ALL SEC 4 & SW/4SW/4 SEC 10-36N-115W, 6TH PM BEING IN SUBLETTE COUNTY

WY-08950- 1 10-01-74 U S OF AMERICA W-47003
SW/4 SEC 5, E/2 SEC 7, W/2 SEC 8, W/2 SEC 17, E/2 SEC 18, E/2 SEC 19, W/2 SEC 20 E/2 SEC 30-37N-114W, 6TH PM

WY-08952- 1 12-01-75 U S OF AMERICA W-52409
LOTS 1, 2, 3, 4, 5, 6, 7, SW/4NE/4, S/2NW/4, SW/4, W/2SE/4 SEC 1-30N-115W, ALL SEC 36-31N-115W, 6TH PM

WY-08953- 1 11-01-75 U S OF AMERICA W-52411
LOTS 1, 2 SEC 9, LOTS 1, 2, 3, 4, S/2 SEC 10, NE/4 SEC 15-32N-115W, 6TH PM

WY-08956- 1 9-01-76 U S OF AMERICA W-56039
SE/4 SEC 2, NE/4 SEC 11, NW/4 SEC 12-30N-115W, 6TH PM

WY-08957- 1 9-01-76 U S OF AMERICA W-56040
LOTS 1, 2, S/2NE/4 SEC 3, NE/4, E/2SE/4 SEC 10, E/2 SEC 23, E/2, SW/4 SEC 26, E/2 SEC 27, ALL SEC 35-30N-115W, 6TH PM

WY-08958- 1 9-01-76 U S OF AMERICA W-56041
SE/4 SEC 9, W/2, SE/4 SEC 15-31N-115W, 6TH PM

WY-08959- 1 9-01-76 U S OF AMERICA W-65387
E/2 SEC 16, E/2 SEC 21, ALL SEC 22, NE/4 SEC 27, E/2E/2 SEC 28-31N-115W, 6TH PM

WY-08962- 1 11-01-75 U S OF AMERICA W-73846
ALL SEC 36-33N-115W, 6TH PM

WY-08965- 1 1-01-80 U S OF AMERICA W-69887
S/2NE/4, W/2SE/4 SEC 6-29N-115W, 6TH PM

WY-08966- 1 1-01-80 U S OF AMERICA W-69891
NW/4 SEC 25-31N-115W, 6TH PM

WY-08967- 1 1-01-80 U S OF AMERICA W-69892
N/2NW/4 SEC 26-31N-115W, 6TH PM

WY-09185- 1 4-01-82 U S OF AMERICA W-53896
LOT 1 SEC 20, LOTS 1, 2 & 3 SEC 29, LOTS 1 & 4 SEC 30-31N-115W, 6TH PRIN MER.

WHEN RECORDED RETURN TO
SHELL OIL COMPANY
LAND DEPARTMENT
P. O. BOX 576
HOUSTON, TEXAS 77001

221
219

WY-[redacted]85
Federal #30-33

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

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

PART I 199929

RECORDED February 15 1984 2:00 PM
IN BOOK 70 PAGE 222
FEE $6.00 Dorothy M. Lewis COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

1. Assignee's Name
Energetics Operating Company

Address *(include zip code)*
116 Inverness Drive East,
Englewood, Colorado 80112-5397

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.:
Section 33: NW/4 SW/4
containing 40.00 acres, more or less, in Sublette County, Wyoming,
FROM THE SURFACE OF THE EARTH DOWN TO ~~100 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF A DEPTH OF~~ 10,044 FEET AS DRILLED IN THE FEDERAL #30-33 WELL LOCATED ON THE ABOVE DESCRIBED LAND.

This transfer is made by the Assignor and accepted by the Assignee subject to that certain Farmout Agreement dated January 10, 1983, between the Assignor and the Assignee herein.

This transfer is made without warranty of any kind.

3. Specify interest or percent of operating rights being conveyed to assignee		50 percent
4. Specify interest or percent of operating rights being retained by assignor		None
5. Specify overriding royalty interest being reserved by assignor	(reducible in proportion to Assignor's interest)	2.5% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any	(in proportion to Assignor's interest assigned)	5 % of 8/8

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

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

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

I CERTIFY That the 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 April , 1983 .
WILLIAMS EXPLORATION COMPANY

Evidence of Power-of-Attorney is filed under W-56800 and such authority is still in force and effect.

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-in-Fact

P. O. Box 3102
(Assignor's Address)

Tulsa Oklahoma 74101
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 14 1983
(Date)

WY-2692

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

12740 FOR ASSIGNEE WY-585
222

345

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PART II

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

A. ASSIGNEE CERTIFIES THAT

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

2320-4407?

[redacted] [redacted] [redacted]

W1- 585

Federal #30-33

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

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

PART I 199930

1. Assignee's Name

ENERGETICS OPERATING COMPANY

Address (*include zip code*)
116 Inverness Drive East
Englewood, CO 80112

Sublease recorded 10:54 a.m. M
PAGE 234
COUNTY CLERK
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 27 NORTH, RANGE 111 WEST
SECTION 33: NW/4 SW/4
SUBLETTE CO., WY

Limited in depth from the surface of the ground to the stratigraphic equivalent of the total depth drilled in the Energetics 30-33 well, being a total depth of 10,044 feet, in the SW/4 of Section 33, Township 27 North, Range 111 West, Sublette County, Wyoming. This Assignment is made subject to all terms, condition and provisions of that certain Farmout Agreement dated October 18, 1982, by and between Terra Resources, Inc. and Energetics, Inc. At such time such earning well pays out, Terra shall have an option to convert its overriding royalty interest to a 40% working interest proportionately reduced.

3. Specify interest or percent of operating rights being conveyed to assignee	100% x 50% or	50%
4. Specify interest or percent of operating rights being retained by assignor		-0-
5. Specify overriding royalty interest being reserved by assignor	7.5 inclusive or	2.5%
6. Specify overriding royalty previously reserved or conveyed, if any		5%

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

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

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

I CERTIFY That the 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 April , 19 83 .

TERRA RESOURCES, INC.

(Assignor's Signature)
F. H. Merelli, President
ATTEST: William H. Everett III
William H. Everett III, Secretary

5416 South Yale
(Assignor's Address)
Tulsa (City) OK (State) 74135 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1983

By Eulice Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

DEC 14 1983
(Date)

2740

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

See attached acknowledgement for Terra Resources, Inc.

FOR ASSIGNEE

224

W4-585

345

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 23rd day of May, 19 83.

ENERGETICS OPERATING COMPANY

BY: _____ 116 Inverness Drive East
(Assignee's Signature) (Assignee's Address)

Gene W. Anderson, Vice President - Land

ATTEST:

_____ Englewood, Colorado 80112
Lou Switzer, Assistant Secretary (City) (State) (Zip Code)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS 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

_____
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

On the 29th day of April, 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 William H. Everett III, known to me to be the 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:

March 1, 1986

[redacted]

_____
Notary Public in and for [redacted] County

Federal #10-28
WY-349

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SOLLY ROBINS, V. KATHLEEN ROBINS, HARDING A. ORREN, BERNARD ROSENBERG, ELLIOT S. KAPLAN, DALE I. LARSON, and LAWRENCE ZELLE, 33 South Fifth Street, Minneapolis, Minnesota 55402 (hereinafter collectively referred to as "ASSIGNOR") for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign and set over unto MICHAEL I. ROSEN & ASSOCIATES, INC., 530 Parkdale Plaza, 1660 South Highway 100, Minneapolis, Minnesota 55416 (hereinafter referred to as "ASSIGNEE") an overriding royalty interest free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in an amount equal to 1% of 8/8ths of all revenue payable to Assignor from the production of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the oil and gas leases described in Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, its 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.

199931 (1)

RECORDED ... 1984 ... M
IN BOOK 70 ... PAGE 226
FEES ...
... COUNTY CLERK
SUBLETTE COUNTY CLERK

226

344

4. This Assignment of Overriding Royalty is expressly made subject to all the terms and conditions of that certain Royalty Agreement dated September 1, 1979 between Assignor and Assignee.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize or otherwise combine all or any portion of said leases and the overriding royalty interest herein conveyed, with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 16th day of December, 1983

but effective as of the date of first production of the Federal #10-28 Well.

SULLY ROBINS

V. KATHLEEN ROBINS

HARDING A. ORREN

BERNARD ROSENBERG

ELLIOT S. KAPLAN

DALE L. LARSON

LAWRENCE ZELLE

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by Solly Robins this 2nd day of February, 1984.

Witness my hand and official seal.

My commission expires:

ELLEN M. HANSON
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Commission Expires Aug. 1 1988

Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by V. Kathleen Robins this 2nd day of February, 1984.

Witness my hand and official seal.

My commission expires:

ELLEN M. HANSON
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Commission Expires Aug. 1 1988

Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Harding A. Orren this 26 day of January, 1984.

Witness my hand and official seal.

My commission expires:

MARGO TADDEI
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 17, 1987

Margo Taddei
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Bernard Rosenberg this 16th day of December, 1983.

Witness my hand and official seal.

My commission expires:

6/24/86

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Elliot S. Kaplan this 19th day of December, 1983.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Dale I. Larson this 30th day of January, 1984.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Lawrence Zelle this 30th day of January, 1984.

Witness my hand and official seal.

My commission expires:

BARBARA F GARVEY
NOTARY PUBLIC MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr 6, 1990

NOTARY PUBLIC

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty by and between Solly Robins, et al and Michael I. Rosen & Associates, Inc. dated this 16th day of December 1983, covering lands in Sublette County, wyoming.

LEASE NO	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12365	W-62117	R. Ken Williams	2/1/78	Township 27 N, Range 111 W, 6th P.M. Section 28: NW¼ Containing 160.00 acres more or less	68	167

220

231

mlb 13 25

Federal #30-28
WY-349

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SOLLY ROBINS, V. KATHLEEN ROBINS, HARDING A. ORREN, BERNARD ROSENBERG, ELLIOT S. KAPLAN, DALE I. LARSON, and LAWRENCE ZELLE, 33 South Fifth Street, Minneapolis, Minnesota 55402 (hereinafter collectively referred to as "ASSIGNOR") for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign and set over unto MICHAEL I. ROSEN & ASSOCIATES, INC., 530 Parkdale Plaza, 1660 South Highway 100, Minneapolis, Minnesota 55416 (hereinafter referred to as "ASSIGNEE") an overriding royalty interest free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in an amount equal to 1% of 8/8ths of all revenue payable to Assignor from the production of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the oil and gas leases described in Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, its 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.

199932

(1)

RECORDED February 15 1984 2:00 P M
IN BOOK 70 Rv G PAGE 231
FEES 3.25 Lorie J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

[redacted] [redacted] Dorothy [redacted]

4. This Assignment of Overriding Royalty is expressly made subject to all the terms and conditions of that certain Royalty Agreement dated September 1, 1979 between Assignor and Assignee.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize or otherwise combine all or any portion of said leases and the overriding royalty interest herein conveyed, with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 16th day of December, 1983 but effective as of the date of first production of the Federal #30-28 WELL.

SOLLY ROBINS

V. KATHLEEN ROBINS

HARDING A. ORREN

BERNARD ROSENBERG

ELLIOT S. KAPLAN

DALE E. LARSON

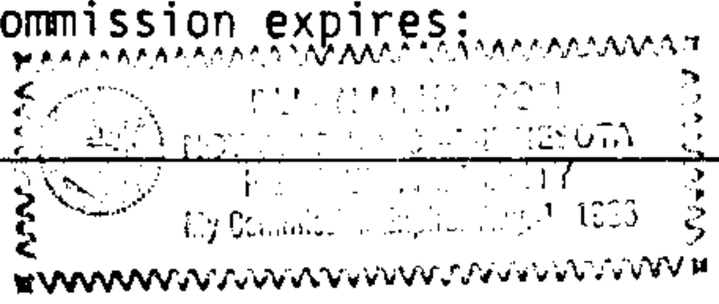
LAWRENCE ZELLE

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by Solly Robins this 2nd day of February, 1984.

Witness my hand and official seal.

My commission expires:



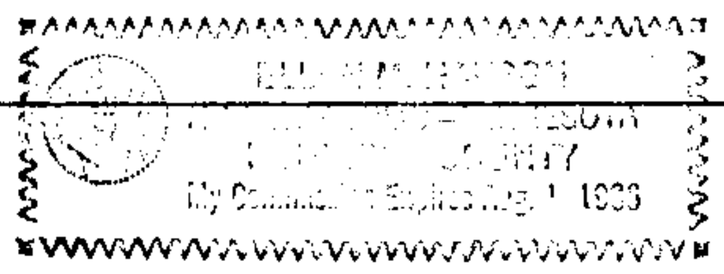
Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by V. Kathleen Robins this 2nd day of February, 1984.

Witness my hand and official seal.

My commission expires:



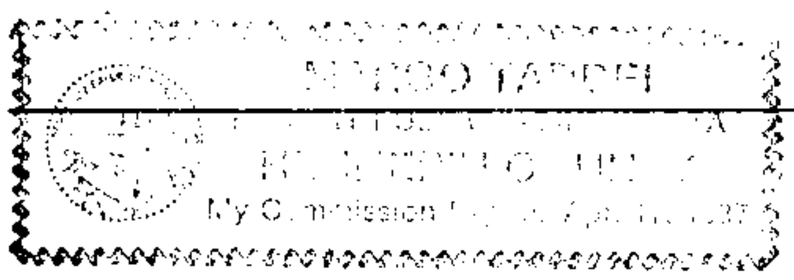
Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me by Harding A. Orren this 26 day of January, 1984.

Witness my hand and official seal.

My commission expires:



Margo Doddai
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Bernard Rosenberg this 16th day of December, 1983.

Witness my hand and official seal.

My commission expires:

6/24/86

Ann B. Conroy
NOTARY PUBLIC

ANN B. CONROY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Elliot S. Kaplan this 19th day of December, 1983.

Witness my hand and official seal.

My commission expires:

JEANNE L. MEISSER
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 25, 1986

Jeanne Meisser
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Dale I. Larson this 30th day of January, 1984.

Witness my hand and official seal.

My commission expires:

MARY ANNE LARSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Dec. 9, 1984

Mary Anne Larson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Lawrence Zelle this 30th day of January, 1984.

Witness my hand and official seal.

My commission expires:

BARBARA F. GARVEY
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 6, 1990

Barbara F. Garvey
NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty by and between Solly Robins, et al and Michael I. Rosen & Associates, Inc., dated this 6th day of December, 1983, covering lands in Sublette County, Wyoming.

LEASE NO	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12366	W-68454	Edward H. Judson	9/1/79	Township 27 N, Range 111 W, 6th P.M. Section 28: SW¼SW¼ 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: N½SW, SE¼SW¼ Containing 120.00 acres more or less Limited in depth from the surface to a depth of 10,306 feet.	68	167

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-52797

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. L. Scribner
200 Cascade Avenue
Cheyenne, WY 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
A. G. Andrikopoulos	P. O. Box 788 Cheyenne, WY 82003	4 1/2% of 8/8ths

199982

RECORDED February 21 1984 8:00 AM
IN BOOK 70 Oil & G PAGE 236
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided Four and One-Half 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:

Township 27 North, Range 111 West, 6th P.M.

Section 2: S½

Containing 320.00 acres, more or less.

WITNESS our hands this 1st day of March, 1983

C. L. Scribner

Dorothy J. Scribner, Spouse

STATE OF Wyoming
COUNTY OF Laramie } ss.

On the 1st day of March, 19 83, before me personally appeared C. L. Scribner and Dorothy J. Scribner the signors of the above instrument, who duly acknowledged to me that they executed the same.

Estelle C Haefele
Notary Public

My commission expires: July 15, 1983

ESTELLE HAEFELE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires July 15, 1983

Residing in Cheyenne, Wyoming

UNICOVER GRAPHICS

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 1st day of March, 19 83.

A. G. Andrikopoulos
(Assignee's Signature)

P.O. Box 788
(Assignee's Address)

Cheyenne, Wyoming 82003
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-73775

Lease effective date
August 1, 1965

PART I

1. Assignee's Name

Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

The undersigned, as owner of 7.03125 percent of operating rights in the above-designated 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)

T. 27 N., R. 110 W., 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 280.00 acres, more or less in Sublette County, Wyoming

199993

RECORDED February 22 1984 8:00 AM
IN BOOK 70 O & G 238
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Thurre

3. Specify interest or percent of operating rights being conveyed to assignee	4.21875%
4. Specify interest or percent of operating rights being retained by assignor	2.81250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 26th day of January, 19 84.
ENERGY RESERVES GROUP, INC.

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

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

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

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

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PART II 2239

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 6th day of February , 19 84 .

Bill St. John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Bill St. John
Presdient

Houston, TX 77001
(City) (State) (Zip Code)

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

STATE OF COLORADO)
ss
COUNTY OF DENVER)

On this 26th day of January, 1984, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

Witness my hand and seal, this 26th day of January, 1984.

My commission expires:

March 20, 1986

Lee J. Roller

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

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill St John known to me to be the person whose name is subscribed to the foregoing instrument as president of PRIMARY Fuels Inc, a Texas corporation, and acknowledged to me that he executed the same, on behalf 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 6th day of Feb, 1984.

NOTARY PUBLIC

My Commission Expires

JACQUELINE D. CANAL
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 11-4-87

Jacqueline D Canal

Notary Public in and for Harris
County, State of Texas

GPO 836 · 844

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-73779

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name
Primary Fuels, Inc.

Address *(include zip code)*
P. O. Box 569
Houston, TX 77001

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

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

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

Section 7: Lots 1,2,3,4, E½, E½W½

containing 587.68 acres, more or less, in Sublette County, Wyoming

199994

RECORDED February 22 1984 8:00 A.
IN BOOK 70 Oil & G PAGE 240
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of operating rights being conveyed to assignee	4.6875%
4. Specify interest or percent of operating rights being retained by assignor	3.1250%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.3%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 26th day of January, 1984.

ENERGY RESERVES GROUP, INC.

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

Bernard A. Wirth, Attorney-in-Fact

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

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

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

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 6th day of February , 19 84 .

Bill St. John
(Assignee's Signature)

P. O. Box 569
(Assignee's Address)

Bill St. John
President

Houston, TX 77001
(City) (Zip Code)

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

STATE OF COLORADO)
ss
COUNTY OF DENVER)

On this 26th day of January, 1984, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 26th day of January, 1984.

NOTARY PUBLIC LEE J. ROLLER STATE OF COLORADO

My commission expires:

March 20, 1986

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

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as president of PRIMARY FUELS, INC., a TEXAS corporation, and acknowledged to me that he executed the same, on behalf 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 6th day of Feb, 1984.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires
JACQUELINE D. CANAL
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 11-4-87

Jacqueline D. Canal
Notary Public in and for Harris County, State of Texas

ASSIGNMENT OF OVERRIDING ROYALTY

THE UNDERSIGNED, Wyoming National Bank of Casper, Trustee for the Jane Elizabeth Chorney Trust No. 1 Dated Jan. 12, 1962, whether one or more collectively designated herein as assignor, FOR VALUE RECEIVED, does hereby assign, transfer and convey unto JANE E. CHORNEY, 555 - 17th St., Suite 1000, Denver, Colorado 80202, Assignee, an overriding royalty in the amount of one-half of one percent of eight-eighths (1/2 of 1% of 8/8ths) 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 October 1, 1972, bearing serial number Wyoming 36440, by and between the United States of America, Lessor, and Robert B. Mee, Lessee, situated in Sublette County, Wyoming, covering the following described lands, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Sec. 26: S½
Sec. 27: W½, SE¼
Containing 800.00 acres, m/l

200021

RECORDED February 22 1984 3:00 P M
IN BOOK 70 Oil & Gas PAGE 242
FEES $4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Lewis

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, communitiziation 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 assignment shall cover all leases issued as extensions, or renewals of the above referenced lease, and leases issued as a substitute for same.

IN WITNESS WHEREOF, this document is executed this 4 day of January, 19 84.

Wyoming National Bank of Casper, Trustee
for the Jane Elizabeth Chorney Trust No. 1
Dated January 12, 1962

BY: James R. Watson
JAMES R. WATSON, Trust Officer
P. O. Box 2799
Casper, Wyoming 82602

EFFECTIVE WITH FIRST PRODUCTION

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by JAMES R. WATSON, Trust Officer for the Wyoming National Bank of Casper, Trustee for the Jane Elizabeth Chorney Trust No. 1 Dated January 12, 1962 this 4 day of January, 19 84.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Nola J Galloway
Notary Public

NOLA J. GALLOWAY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Oct. 14, 1984

243

#4533

ASSIGNMENT OF OVERRIDING ROYALTY

THE UNDERSIGNED, Wyoming National Bank of Casper, Trustee for the Jacqueline Eve Chorney Trust No. 1 Dated Jan. 4, 1963, whether one or more collectively designated herein as assignor, FOR VALUE RECEIVED, does hereby assign, transfer and convey unto JACQUELINE E. CHORNEY, 555 - 17th St., Suite 1000, Denver, Colorado 80202, Assignee, an overriding royalty in the amount of one-half of one percent of eight-eighths (1/2 of 1% of 8/8ths) 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 October 1, 1972, bearing serial number Wyoming 36440, by and between the United States of America, Lessor, and Robert B. Mee, Lessee, situated in Sublette County, Wyoming, covering the following described lands, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Sec. 26: S½
Sec. 27: W½, SE¼
Containing 800.00 acres, m/1

200022

RECORDED February 22 1984 3:20 P M
IN BOOK 70 Oil & G PAGE 243
FEES $4.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Thurin

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, communitiziation 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 assignment shall cover all leases issued as extensions, or renewals of the above referenced lease, and leases issued as a substitute for same.

IN WITNESS WHEREOF, this document is executed this 4 day of January, 19 84.

EFFECTIVE WITH FIRST PRODUCTION

Wyoming National Bank of Casper, Trustee
for the Jacqueline Eve Chorney Trust No. 1
Dated January 4, 1963

BY: _____
JAMES R. WATSON, Trust Officer
P. O. Box 2799
Casper, Wyoming 82602

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by JAMES R. WATSON, Trust Officer for the Wyoming National Bank of Casper, Trustee for the Jacqueline Eve Chorney Trust this 4 day of January, 19 84. No. 1 Dated January 4, 1963

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public

NOLA J. GALLOWAY-Notary Public
County of Natrona State of Wyoming
My Commission Expires Oct. 14, 1984

"MANLY LEG[redacted] FORM NO[redacted] (ORDER BY NUMBER)

Release of Oil and Gas Lease

200030

This Space Reserved for Filing Stamp

RECORDED Feb 23 1984 1:00 PM
IN BOOK 70 Oil & Gas PAGE 244
FEES 4.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Whereas, a certain Oil and Gas Mining Lease,

dated February 13, 1982,

given by Gary G. Jensen and wife, Roxanna M. Jensen

of Boulder, Wyoming 82923, Lessor

to Amarex, Inc.,

of P. O. Box 1678, Oklahoma City, OK 73101, Lessee

and covering the following described land:

Township 31 North, Range 106 West of the 6th Principal Meridian

Section 22: W1/2SW1/4, SE1/4SW1/4
Section 27: SW1/4NE1/4, E1/2NW1/4, NE1/4SW1/4

ISSUED
INDEXED
DENIED

in Sec. 22 & 27 Twp. 31 North Range 106 West County of Sublette, all in the of the 6th Principal Meridian

State of Wyoming, said lease being recorded in the office of the County Clerk in and for said

County, in Book ____ of ____ on page ____ 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 Amarex, Inc., insofar as it covers the

Township 31 North, Range 106 West of the 6th Principal Meridian

Section 22: W1/2SW1/4, SE1/4SW1/4
Section 27: SW1/4NE1/4, E/2NW1/4, NE1/4SW1/4

of Section 22 & 27, Township 31 North, Range 106 West of the 6th Principal Meridian

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said

Amarex, Inc.,

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 hereunto set our hands and seal this

day of ____, 19____.

Attest:

Martha J. Wolberg
Assistant Secretary

Amarex, Inc.

By: R. J. Starrak
R. J. Starrak
Senior Vice President - Operations

Individual Acknowledgment

STATE OF OKLAHOMA, 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 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.

Notary Public

My commission expires ____

CORPORATION ACKNOWLEDGMENT
Oklahoma Form

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of

February, 1984, personally appeared R. J. Starrak,

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Senior Vice President - Operations 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 3-2-86

Teresa G. Woods
Notary Public

Manly Office Supply Co. - Printers - Okla. City

245

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-0318990

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Kenneth F. Cummings

Suite 288 - 1860 Lincoln Street, Denver, Colorado 80295

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
Kenneth F. Cummings & Co., A Partnership	Suite 288 - 1860 Lincoln St. Denver, Colorado 80295	2/3 of 1%

being in all a total of an undivided Two-thirds of 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. 27 N., R. 114 W., 6th P.M.
Sec. 5: Lots 7, 8, 9, 10, 11, 12.

Containing 165.36 acres, more or less.

WITNESS our hands this 7th day of February, 1984.

Kenneth F. Cummings

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of February, 1984, by Kenneth F. Cummings.

Notary Public

My commission expires 2-4-87

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

200039

RECORDED February 24 1984 3:00 P M
IN BOOK 70 Oil & Gas PAGE 245
FEES $4.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by [redacted] Dorothy M Thiere

RELEASE OF OIL, GAS AND MINERAL LEASE

KNOW ALL MEN BY THESE PRESENTS:

That BELCO PETROLEUM CORPORATION, a Delaware Corporation, with principal operating offices at 10,000 Old Katy Road, Suite 100, Houston, Texas, 77055, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby release, relinquish and surrender unto the Lessors hereinafter identified on Exhibit "A" attached hereto and made a part hereof, their heirs, administrators, successors or assigns, all its right, title and interest in and to each Oil, Gas and Mineral Lease hereinafter identified on Said Exhibit "A", covering lands in and being recorded in the Records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this instrument is executed this 20th day of January, 19 84 in duplicate originals.

BELCO PETROLEUM CORPORATION

BY: J. M. Oswald
J. M. Oswald, Senior Vice President

BDC #1180-034

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, 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 BELCO PETROLEUM CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 19 84 .

NOTARY PUBLIC

Debra J. Dennis
Notary Public in and for Harris County, Texas

MY COMMISSION EXPIRES:
December 14, 1987

200040

RECORDED February 24 1984 3:00 P M
IN BOOK 70 Deed PAGE 246
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M Thurè

Attached hereto and made a part thereof release of oil, gas and mineral lease executed by Belco Petroleum Corporation this 20th day of January, 1984.

Exhibit "A"

SCHEDULE OF LEASES
COUNTY: Sublette
STATE: Wyoming

(THE RECORDING REFERENCES HEREIN ARE TO THE RECORDS IN SAID COUNTY IN WHICH OIL, GAS AND MINERAL LEASES ARE RECORDED.)

LEASE NO.	DATE OF LEASE	LESSOR	LESSEE	RECORDED BOOK	RECORDED PAGE	DESCRIPTION
1180-034	12-26-56	Yose, Walter C. (AKA Walter C. Yose, Sr.) and wife, Miranda Yose	Belfer Natural Gas Company	16	343	Lots 2, 3, 4, 5, Section 3, Township 27 North, Range 112 West, excepting fractional parts of lots 3 and 4 described as follows: commencing at a point on the east line of said lot 3, 325 feet south of the northeast corner of said lot 3, under what is known as the old partition fence, thence along said fence 89 degrees west to the west line of said lot 4, thence south to the southwest corner of said lot 4, thence east to the southeast corner of said lot 3, thence north to the place of beginning. Also excepting a fractional part of lot 5 described as follows: commencing at a point 1635 feet south of the quarter section corner on the north line of said section and running thence east along the McGinnis Mickelson partition fence to the Green River, thence in a southeasterly direction along Green River to the east and west quarter section line in said section 3, thence westerly along said east and west quarter section line to the center of said Section 3, thence north to the place of beginning. S½SW¼ Section 26; Lots 4, 8, W½NW¼, NW¼SE¼, Section 35; W½W½, NE¼NW¼, E½SW¼, W½SE¼, SE¼NE¼, NE¼SE¼ and lot 1 (SE¼SE¼) Section 34, Township 28 North, Range 112 West, 6th P.M. Containing 823.0 acres, more or less.

247

ASSIGNMENT OF OIL & GAS LEASE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That BELCO PETROLEUM CORPORATION, One Dag Hammarskjold Plaza, New York, New York 10017, 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 acknowledged, does hereby assign, transfer and convey unto BELCO DEVELOPMENT CORPORATION, 10,000 Old Katy Road, Houston, Texas 77055, hereinafter referred to as "Assignee," all of Assignor's Right, Title and Interest in and to the following described oil and gas lease:

Lessor: Yose Cattle Company, a Wyoming Corporation
Lessee: Belco Petroleum Corporation
Lease Date: December 17, 1981
Lease Term: Five (5) years
Lease Acreage Description:

See Exhibit "A" attached hereto and by this reference made a part hereof

Recording Data: BOOK 64 Oil & Gas at PAGE 76

This Assignment is made by Assignor to Assignee upon the following terms and conditions, to-wit:

1.) Assignee shall comply with, and hereby assumes all express and implied covenants and obligations contained in the above referenced oil and gas lease.

2.) This Assignment is made without warranty, either expressed or implied.

EXECUTED this 15th day of December, 1983, but effective July 29, 1983, in duplicate originals.

BELCO PETROLEUM CORPORATION

By: R. A. Grinstead
R. A. Grinstead, Vice President

ACCEPTED BY:

BELCO DEVELOPMENT CORPORATION

By: J. M. Oswald
J. M. Oswald, Senior Vice President

1180-079

200044

RECORDED February 27 1984 8:00 A M
IN BOOK 70 Oil & Gas PAGE 248
FEES $8.00 Lois J Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thure

248

EXHIBIT "A"

This Exhibit is made a part of that certain Assignment of Oil & Gas Lease dated December 15, 1983, but effective July 29, 1983, by and between Belco Petroleum Corporation, "Assignor," and Belco Development Corporation, "Assignee," all that certain tract of land situated in the county of Sublette, State of Wyoming described as follows, to wit:

Township 27 North, Range 112 West, 6th P.M.
Section 3: Lot 2 (34.31 acres), Lot 3 (39.72 acres), Lot 4 (39.71 acres), Lot 5 (45.51 acres), excepting fractional parts of Lots 3 and 4 described as follows: commencing at a point on the east line of said Lot 3, 325 feet south of the northeast corner of said Lot 3, under what is known as the old partition fence, thence along said fence N. 89 degrees west to the west line of said Lot 4, thence south to the southwest corner of said Lot 4, thence east to the southeast corner of said Lot 3, thence north to the place of beginning. Also excepting a fractional part of Lot 5 described as follows: commencing at a point 1635 feet south of the quarter section corner on the north line of said section and running thence east along the McGinnis Mickelson partition fence to the Green River, thence in a southeasterly direction along Green River to the east and west quarter section line in said Section 3, thence westerly along said east and west quarter section line to the center of said Section 3, thence north to the place of beginning.

Township 28 North, Range 112 West, 6th P.M.
Section 26: $S\frac{1}{2}SW\frac{1}{4}$;
Section 34: $W\frac{1}{2}W\frac{1}{2}$, $NE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Lot 1 (23.57 acres);
Section 35: Lot 4(41.92 acres), Lot 8 (35.13 acres), $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$;

containing 823.00 acres more or less.

Including all accretion and/or riparian rights pertaining thereto.

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 DEVELOPMENT 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 15th day of December, 19 83.

My Commission Expires:

December 14, 1987

Debra J. Dennis, Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. A. GRINSTEAD, known to me to be the person whose name is subscribed to the foregoing instrument, as 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 15th day of December, 19 83.

My Commission Expires:

December 14, 1987

Debra J. Dennis, Notary Public in and for the State of Texas

251

ASSIGNMENT

STATE OF WYOMING
COUNTY OF SUBLETTE

THAT the undersigned, DOME PETROLEUM CORP., a North Dakota corporation, whose address is 1625 Broadway, Denver, Colorado 80202 (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER and CONVEY unto TEXACO OILS INC., a Delaware corporation, whose address is Post Office Box 2100, Denver, Colorado 80201 (hereinafter referred to as "Assignee"), the undivided interests in and to the Oil and Gas Leases described in Exhibit "A" which is attached hereto and made a part hereof, situated in Sublette County, State of Wyoming (hereinafter referred to as "Oil and Gas Leases"), together with Assignor's undivided interests in and to all the property 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, options and orders in any way relating thereto, and in and to all personal property, fixtures, wells, equipment, materials and improvements thereon, appurtenant thereto or used or obtained in connection therewith or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, SUBJECT, HOWEVER, to the terms and provisions of all joint operating agreements, unit agreements, pooling agreements, communitization agreements, unitization agreements and farmout agreements covering or otherwise attributable to the Oil and Gas Leases.

Cont. # 1136

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns forever, together with all and singular the properties, assets, rights and appurtenances thereto belonging or in anywise incident or appertaining thereto; and Assignor hereby binds itself, its successors and assigns, to specially warrant title in and to the Oil and Gas Leases unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof occurring or arising out of occurrences or omissions by, through or under Assignor, but with full substitution and subrogation in and to all rights and actions which Assignor has or may have against all preceding owners without prejudice, however, to Assignor's right to invoke any right or action against third parties available to Assignor in the event of claims or actions asserted against Assignor.

This Assignment is subject to the Purchase and Sale Agreement dated November 21, 1983, and shall be effective for all purposes as of November 1, 1983.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on this 31st day of January, 1984, by its Attorney-in-Fact, duly authorized.

200045

DOME PETROLEUM CORP.

By: Richard H. Tobler
Richard H. Tobler
Attorney-in-Fact

RECORDED February 27 1984 8:00 AM
IN BOOK 70 O&G PAGE 251
FEES $10.00 Lorraine Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me this 31st day of January, 1984, by Richard H. Tobler, personally known by me to be the identical person who executed the within and foregoing instrument as Attorney-in-Fact for the aforesaid DOME PETROLEUM CORP., a North Dakota corporation, who appeared before me and upon being duly sworn, did say that he is the Attorney-in-Fact of said DOME PETROLEUM CORP., and that the instrument was signed on behalf of such corporation by authority of its board of directors, and he further acknowledged that he executed the instrument as the free act and deed of said corporation.

WITNESS My hand and official seal.

My commission expires: My Commission expires 11-15-86 16259 E. Nassau Dr. ~~Aurora, Colorado 80013~~ ; Address: _____

Kathy D. Tyburski
Notary Public

KATHY D. TYBURSKI NOTARY PUBLIC STATE OF COLORADO

EXHIBIT A

Schedule of Lease(s) in Sublette County, State of Wyoming, attached and made a part of that certain Assignment from DOME PETROLEUM CORP to TEXACO OILS INC dated January 31, 1984

STATE- WYOMING

DOME PETROLEUM CORP

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK-PAGE	COUNTY
WY 00150	USA W-54913 (COMP)	RAINBOW RESOURCES	6/01/76		SUBLETTE 49-035
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES- 320.00			
	DESCRIPTION- T 27 N R 112 W	NET ACRES- 320.00			DOME W/I- 25.00000%
	SEC 14 S/2				
		49-0010032			
		#3-14 BIRD CANYON APACHE FEDL-WOL			
		NWSE 14-27N-112W			
		COMP 7-17-81			
		320 AC SPACING			
	MINIMUM ROYALTY NOW APPLIES				
	ZONE 1-A FROM SURFACE TO STRATIGRAPHIC EQUIVALENT OF 8,978 FEET				
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES- .00			
	DESCRIPTION- T 27 N R 112 W	NET ACRES- .00			DOME W/I- 25.00000%
	SEC 14 S/2				
	ZONE 1-B FROM 8,978 FEET TO BASEMENT				

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK-PAGE	COUNTY
WY 00151	USA W-54914 (COMP)	RAINBOW RES	6/01/76		SUBLETTE 49-035
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES- 160.00			
	DESCRIPTION- T 27 N R 112 W 6TH PM	NET ACRES- 160.00			DOME W/I- 25.00000%
	SEC 23 NW/4				
		APACHE FEDERAL #2-23			
		49-0010012			
		SWNW SEC 23-27N-112W			
		COVERED BY COMM AGMT #NRM-1523 EFF 7/1/77			
		320 ACRE SPACING (N/2 SEC 23)			
	ZONE 1-A SURFACE TO 8693' AS DRILLED IN THE #2-23 BIRD CANYON FED				
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES- .00			
	DESCRIPTION- T 27 N R 112 W 6TH PM	NET ACRES- .00			DOME W/I- .00000%
	SEC 23 NW/4				
	ZONE 1-B 8693' TO BASEMENT				
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES- 160.00			
	DESCRIPTION- T 27 N R 112 W LTH PM	NET ACRES- 160.00			DOME W/I- 25.00000%
	SEC 23 SW/4				
		APACHE FED #1-23			
		49-0010022			
		320 ACRE SPACING - S/2 SEC 23			
		NE/4SE/4 SEC 23-27N-112W			
		COMM AGMT #NCR-249 EFF 9/1/80			
	ZONE 2-A SURFACE TO 8693 FEET				
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES- .00			

* * * C O N T I N U E D * * *

EXHIBIT A

NET ACRES- .00 DOME W/I- .00000%

DESCRIPTION- T 27 N R 112 W 6TH PM
SEC 23 SW/4
ZONE 2-B 8693 FEET TO BASEMENT

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK-PAGE	COUNTY
WY 00438	USA W-61473 (COMP)	RAINBOW RES	1/01/78		SUBLETTE 49-035
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES-	80.00		
		NET ACRES-	80.00		DOME W/I- 18.75000%
	DESCRIPTION- T 27 N R 112 W 6TH PM SEC 23 S/2SE/4				
		APACHE FEDERAL #1-23 49-0010022 320 ACRE SPACING S/2 SEC 23 NE/4SE/4 SEC 23-27N-112W COMM AGMT #NCR 249 EFF 9/1/80			
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES-	120.00		
		NET ACRES-	120.00		DOME W/I- 18.75000%
	DESCRIPTION- T 27 N R 112 W 6TH PM SEC 24 SE/4NW/4, E/2SW/4				

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK-PAGE	COUNTY
WY 00458	USA W-58384	R W ROBBINS	4/01/77		SUBLETTE 49-035
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES-	160.00		
		NET ACRES-	160.00		DOME W/I- 25.00000%
	DESCRIPTION- T 27 N R 112 W 6TH PM SEC 23 NE/4				
		APACHE FEDERAL #2-23 49-0010012 320 ACRE SPACING - N/2 SEC 23 C NW/4 SEC 23-27N-112W COMP 2/24/78 COMM AGMT #NRM-1523 EFF 7/1/77			
	TOWNSHIP/RANGE- 27N-112W	GROSS ACRES-	80.00		
		NET ACRES-	80.00		DOME W/I- 25.00000%
	DESCRIPTION- T 27 N R 112 W 6TH PM SEC 23 N/2SE/4				
		APACHE FEDERAL #1-23 49-0010022 320 ACRE SPACING - S/2 SEC 23 NESE SEC 23-27N-112W COMM AGMT #NCR-249 EFF 9/1/80			

NUMBER OF LEASES PROCESSED FOR THIS COUNTY •• 4

When Recorded-Return to
Champlin Petroleum Company
P. O. Box 1257
Englewood, CO 80150
Attn: Lease Records

255

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-266, and covering land situate in Sublette County, Counties, described as follows:

Township 36 North, Range 110 West, 6th P.M.
Section 16: All

and containing 640 acres more or less, for and in consideration of the sum of Ten and more Dollars ($10.00 & more) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Champlin Petroleum Company of P. O. Box 1257, Englewood, CO 80150, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 36 North, Range 110 West, 6th P.M.
Section 16: All

(see attached rider)

and containing 640 acres, more or less, reserving, however, unto assignor an overriding royalty, of 1.25% of 8/8ths, which shall be exclusive of lessor's royalty and any and all overriding royalties previously reserved.

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

IN WITNESS WHEREOF, this instrument executed this 28th day of December, 1983.

200047

RECORDED Feb. 27, 1984 3:04 PM
IN BOOK 77 Ogden PAGE 255
FEES 6.00 Lenny York COUNTY CLERK
SUBLETTE COUNTY CLERK
Attest: Dorothy M. Ethun

Chevron U.S.A. Inc.
By E. O. Hensley
Assistant Secretary

(SEAL)

Assistant Secretary
President
Secretary

RIDER

This assignment is specifically subject to the terms and conditions of that certain previous assignment of this lease dated March 25, 1980 by and between Marvin Wolf, Assignor, and Chevron U.S.A. Inc., Assignee. Champlin hereby agrees to assume all of Chevron's obligations under said assignment, including, but not limited to, Chevron's obligation to notify the prior assignor of Chevron's intent to surrender said lease, and to offer reassignment of same prior to surrendering said lease.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

E. O. HENSLEY

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 December, 19 83.

My commission expires:
My commission expires Jan. 8, 1987.

IRMA L. CURTIS NOTARY PUBLIC OF COLORADO

Irma L. Curtis
Notary Public

My Business Address is:
700 S. Colo. Blvd.
Denver, Co 80222

CW-741-1(D 6/7)

WY 2559

"Assignor agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and to the royalty payable to the State of Wyoming, aggregates in excess of 17½%, shall be suspended when the average production of oil per well per day, averaged on a monthly basis, is 15 barrels or less."

*** and further, that approval shall not operate as any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment.

1984 FEB -1 AM 10:0
WYO. COMM. OF PUBLIC LANDS
& FARM LOANS

257

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)

COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Belco Petroleum Corporation, 10,000 Old Katy Road, #100, Houston, Texas 77055, (Belco) does hereby bargain, sell, transfer, assign and convey unto Energetics, Inc., a Colorado Corporation 102 Inverness Terrace East, Denver, CO 80112, (Energetics) all of Belco's interest in and to the following described oil and gas leases insofar and insofar only as said leases cover the lands hereinafter described:

1180-A68

Oil and gas lease dated August 4, 1975 by and between Patricia Ramage Stedman, et vir, as Lessor and Belco Petroleum Corporation as Lessee, recorded in Book 51, P. 568 of the Records of Sublette County, Wyoming, said lease covering, among other lands the following lands:

200050

1180-083

Certain portions of the lands which lie east or above the line of survey of the High Line Canal, Sublette County, Wyoming, to-wit:

T-28-N, R-111-W
Sec. 7: E/2 E/2
Sec. 18: E/2 SW/4

RECORDED Feb 27 1984 3:00 P M
IN BOOK 70 Oil PAGE 257
FEES 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

Oil and gas lease dated December 29, 1972 by and between the First National Bank of Kemmerer as Trustee for the Fear Family Trust as Lessor and Thomas F. Stroock as Lessee, recorded in Book 48, P. 632 of the Records of Sublette County, Wyo. covering the following described lands:

T-28-N, R-111-W
Sec. 7: SE/4
Sec. 18: Lots 2,3,4, NW/4 NE/4, E/2 W/2

Belco shall continue to service the above oil and gas leases covered by this partial assignment and shall use reasonable care in the payment of any rentals which may become due hereafter, but should not be held liable to Energetics to any extent for failure to pay or for improper payment thereof. Upon payment of any such rentals, Energetics shall reimburse Belco for its proportionate part of any rentals.

This assignment is made without warranty of title, either express or implied.

EXECUTED this 21st day of January, 1983.

BELCO PETROLEUM CORPORATION

BY J. M. Oswald
J. M. Oswald, Sr. Vice Pres.

WY-641

14725 [redacted] 26AC

[redacted]

358

[redacted] [redacted] [redacted]3

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 the 21st day of January, 1983.

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30 1985

Lori A. Bolivar
Notary Public

14725

358

BELCO PETROLEUM CORPORATION

SECRETARY'S CERTIFICATE

I, Noah E. Rockowitz, do hereby certify that I am the duly elected Secretary of Belco Petroleum Corporation (the "Company") and do hereby further certify that there is no requirement contained in the By-Laws of the Company as in effect on the date hereof for the seal of the Company to be affixed to any particular document nor for any particular document to be attested to by an officer of the Company.

Date: February 14, 1983

Noah E. Rockowitz
Secretary

[redacted] RETURN TO:
PHILLIPS PETROLEUM COMPANY
8055 E. TUFTS AVE. PARKWAY
DENVER, CO 80237

[redacted]

With Overriding Royalty Reservation

[redacted]

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. E. PUCKETT
7800 E. Union Ave., #130
Denver, CO 80237

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto PHILLIPS PETROLEUM COMPANY
8055 East Tufts Avenue Parkway
Denver, CO 80237
(hereinafter called Assignee), all right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the oil and gas lease dated April 2 19 79, from

200114

RECORDED March 1 19 84 8:00 A M
IN BOOK 70 Ovst PAGE 260
FEES $6.00 Doris Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

State of Wyoming 79/0259
State Capitol Building, Cheyenne, Wyoming 82001, lessor
to R. E. Puckett, 215 Security Life Building, Denver, Colorado 80202, lessee
recorded in book --- , page --- insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 29 North, Range 105 West
Section 16: All

This assignment is subject to the reassignment clause attached herewith and made a part hereof.

of Section --- Township --- Range --- and containing 640.00 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided 5% of 8/8ths (five percent of eight-eighths) of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

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

EXECUTED, This 6th day of April, 19 83

R. E. Puckett

Assignment approved by Commissioner of Public Lands: June 6, 1983 without binding the State for the payment of any overriding royalty
Assignment recorded in the Office of the Commissioner of Public Lands: June 7, 1983

STATE OF COLORADO et
COUNTY OF DENVER } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 6th day of April, 1983, personally appeared R. E. Puckett and

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

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

My commission expires

Kathleen A. Jarvis
6161 Crestone St., Golden, CO 80401
My Commission Expires: August 14, 1986

Notary Public

STATE OF_____

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least 60 days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

_____

_____

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

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

My commission expires_____ _____

Notary Public

STATE OF COLORADO,
COUNTY OF_____ } ss.

The foregoing instrument was acknowledged before me this_____day of_____

19____, by_____

_____

WITNESS my hand and official seal.
My commission expires:

_____ _____

Notary Public

STATE OF NEBRASKA
COUNTY OF _____ } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

On this _____day of_____ A. D. 19____, before me a Notary Public duly commissioned and qualified for and residing in said County, personally came_____

_____

_____

_____ to me known to be the identical person ___ whose name_____ affixed to the foregoing instrument as grantor ___ and acknowledged the execution thereof to be _____voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My Notarial Commission expires _____19____. _____

Notary Public

STATE OF MONTANA,
COUNTY OF_____ } ss.

On this_____day of_____, in the year 19____, before me, _____, Notary Public, personally appeared_____

_____

_____

known to me to be the person____ whose name____ _____ subscribed to the within instrument, and acknowledged to me that ____he____ executed the same.

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the_____day of_____, 19____.

_____

Notary Public for State of Montana

Residing at_____

STATE OF WYOMING,
COUNTY OF_____ } ss.

On this_____day of_____, 19____, before me personally appeared_____

_____

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

Given under my hand and seal this_____day of_____, 19____.

My commission expires:

_____ _____

Notary Public

WYO. COMM. OF PUBLIC LANDS
& FARM LOANS
1983 JAN 20 AM 10: 18

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, RICHARD S. TROOST, P. O. Box 1607, Casper, WY 82602, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following named parties, hereinafter called "Assignees", the undivided interest indicated opposite each Assignee's name, to-wit:

JOHN P. ELLBOGEN P. O. Box 1928 Casper, WY 82602	8.3333%	MEDION CORPORATION 5181 Squaw Crk. Rd. Casper, WY 82604	16.6666%
STEVE C. CHAMPLIN P. O. Box 2771 Casper, WY 82602	8.3333%	R. G. BOYD P. O. Box 3036 Casper, WY 82602	16.6666%
BILL D. FARLEIGH P. O. Box 3215 Casper, WY 82602	8.3333%		

in and to all of Assignor's interest in and to the Oil and Gas Leases covering lands in Sublette County, Wyoming, as set out on the schedule marked Exhibit "A", attached hereto and made a part hereof.

THIS assignment is made subject to the terms and provisions of said Oil and Gas Leases, as well as any ratifications, amendments, interim assignments and/or any outstanding overriding royalty interests which might be of record.

EXECUTED this 31st day of January, 1984.

Richard S. Troost

STATE OF WYOMING)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Richard S. Troost this 31st day of January, 1984.

A. Sue Powell
Notary Public

My commission expires: _____

200115

RECORDED March 1 1984 8:00 A.M.
IN BOOK 20 Misc PAGE 262
FEES $23.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stein

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
61376-	GORDON M. MICKELSON	2/09/81	0061/0301/	680.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: S/2 SE/4 OF SEC. 17; N/2 SE/4 OF SEC. 19, NW/4, NW/4 SW/4, W/2 NE/4, NE/4 NE/4 OF SEC. 20, NW/4 NW/4, E/2 NW/4, W/2 NE/4 OF SEC. 21, T-31-N R-113-W					
61377-	JAMES F. MICKELSON	2/09/81	0061/0305/	1,202.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: SW/4 SW/4, S/2 SE/4 OF SEC. 11; SE/4 SW/4, SW/4 SE/4 OF SEC. 12; NW/4, W/2 NE/4 OF SEC. 13; W/2 NW/4, SE/4 NW/4, N/2 NE/4, S/2 OF SEC. 14, NW/4, N/2 SW/4, 2.00 ACRES OF NW/4 NE/4 OF SEC. 23, T-30-N R-112-W					
61378-	JAMES F. MICKELSON	2/09/81	0061/0309/	661.530	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: E/2 E/2 OF SEC. 24 T-30-N R-112-W, LOT 1 (39.91), LOT 2 (39.89), LOT 3 (39.87), LOT 4 (39.86), E/2 W/2, SW/4 SE/4, N/2 SE/4, SW/4 NE/4, AND ALL THAT PART OF THE SE/4 NE/4 OF SEC. 19 LYING SOUTH AND WEST OF THE CENTER-LINE OF SUBLETTE COUNTY ROAD NO. 23-143, T-30-N R-111-W					
61379-A1	JAMES F. MICKELSON	2/09/81	0061/0313/	871.380	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS S/2 N/2, SE/4, N/2 SW/4,					

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
61379-A1	** CONTINUED ** SE/4 SW/4 OF SEC. 1, LOT 1 (30.90) OF SEC. 2; NE/4 NE/4 OF SEC. 12; T-30-N R-113-W; SW/4 SW/4 OF SEC. 5; LOT 7 (15.83), SE/4 SW/4, SW/4 SE/4, E/2 SE/4 OF SEC. 6; LOT 1 (15.65) NE/4 NW/4, NE/4 NE/4 OF SEC. 7, NE/4 SE/4 OF SEC. 9 T-30-N R-112-W					
61380-	JAMES F. MICKELSON	2/09/81	0061/0317/	1,440.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: SE/4 NE/4 OF SEC. 9; S/2 NW/4, S/2 OF SEC. 10; NE/ 4 NW/4, N/2 NE/4, S/2 N/2, S/2 OF SEC. 15; NE/4 NE/4 OF SEC. 21; W/2 NW/4, NE/4 NW/4, NE/4, N/2 SE/4 OF SEC. 22, T-30-N R-112-W					
61381-AA	KENNETH H. GUIO	2/09/81	0061/0321/	1,240.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: ALL OF SEC. 25, E/2, E/2 W/2, NW/4 NW/4 OF SEC. 26, N/2 NE/4 OF SEC. 27, T-30-N R-112-W					
61382-	KENNETH H. GUIO	2/09/81	0061/0325/	1,369.570	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN J. ELLBOGEN					
	LAND DESCRIPTION: SW/4, W/2 SE/4 OF SEC. 4, N/2 NW/4, NE/4 NE/4 OF SEC. 8; NW/4, N/2 NE/4, SW/4 NE/4 OF SEC. 9, LOT 1 (39.82), LOT 2 (39.87), LOT 6 (16.05), S/2 NE/4, NE/4 SW/4, NW/4 SE/4 OF SEC. 6, LOT 3 (39.97), LOT 4 (39.86), N/2 SW/4, SE/4 SW/4, SE/4, S/2 NW/4, SW/4 NE/4; EXCEPTING FROM THE SW/4 NE/4 OF SEC. 5 THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE EAST					

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
61382-	** CONTINUED ** QUARTER CORNER OF SAID SECTION 5 AND RUNNING THENCE NORTH 64 DEGREES 42 MINUTES WEST 22 CHAINS 46 LINKS TO THE PLACE OF BEGINNING, RUNNING THENCE NORTH 11 CHAINS 40 LINKS, THENCE NORTH 87 DEGREES WEST 6 CHAINS 60 LINKS, THENCE SOUTH 62 DEGREES 36 MINUTES EAST 6 CHAINS 76 LINKS TO THE PLACE OF BEGINNING, T-30-N R-112-W					
61383-	KENNETH H. GUIO	2/09/81	0061/0329/	1,138.540	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: LOT 2 (39.70), LOT 3 (39.67), LOT 4 (39.24), LOT 5 (39.49), SW/4 NE/4, SE/4 NW/4 OF SEC. 6, T-29-N R-111-W; LOT 1 (39.85), SE/4 NE/4 OF SEC. 1, T-29-N R-112-W; SE/4 SE/4 OF SEC. 19, SW/4 SW/4 OF SEC. 20, N/2 NW/4 OF SEC. 29; LOT 1 (39.83), LOT 2 (39.77), LOT 3 (39.77), LOT 4 (39.66), E/2 W/2, EXCEPTING THAT PORTION OF THE E/2 NW/4 AND THE NE/4 SW/4 OF SEC. 30 WHICH LIES IN THE TOWNSITE OF MARBLETON INCLUDED IN THE FOLLOWING DES-CRIPTON; BEGINNING AT THE EAST QUARTER CORNER OF SAID SEC. 30, THENCE NORTH 1980', THENCE WEST 2920', THENCE SOUTH 2640', THENCE EAST 2920', THENCE NORTH 660' TO THE PLACE OF REGINNING; LOT 1 (39.58), LOT 3 (39.36) LOT 4 (39.25), NE/4 NW/4, NW/4 NE/4, SE/4 SW/4, SW/4 SE/4, N/2 SW/4 NE/4, N/2 SE/4 NW/4, N/2 OF LOT 2, THE WEST 30 ACRES OF THE NE/4 SW/4 OF SEC. 31 SAVE AND EXCEPT CERTAIN LANDS MORE FULLY DESCRIBED IN SAID LEASE, T-30-N R-111-W					
61384-AA	KENNETH H. GUIO	2/09/81	0061/0334/	1,438.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: S/2 OF SEC. 13, SE/4 NW/4, NE/4 SW/4, S/2 S/2 OF SEC. 22; S/2 SW/4, E/2 LESS AND EXCEPTING 2.00 ACRES IN THE NW/4 NE/4 OF SEC. 23 MORE					

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
41384-AA	** CONTINUED ** PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SEC. 23, RUNNING THENCE EAST 20 RODS, THENCE SOUTH 16 RODS, THENCE WEST 20 RODS, THENCE NORTH 16 RODS TO THE PLACE OF BEGINNING; W/2, W/2 E/2 OF SEC. 24, T-30-N R-112-W					
41385-A1	K. H. GUIO, ET UX	2/09/81	0061/0338/	440.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS S/2 NE/4, SE/4 NW/4, SE/4 SW/4, SE/4 SEC. 28; N/2 NE/4, NE/4 NW/4 SEC. 33; T-31-N R-113-W					
41386-	KENNETH H. GUIO	2/09/81	0061/0342/	160.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: S/2 SW/4, SW/4 SE/4 OF SEC. 29, NW/4 NW/4 OF SEC. 32, T-31-N R-114-W					
41387-	DONALD R. WASSENBERG	3/26/81	0061/0346/	20.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: ALL THAT PART OF THE SE/4 NE/4 OF SEC. 19 LYING NORTH AND EAST OF THE CENTERLINE OF SUBLETTE COUNTY ROAD NO. 23-143; T-30-N R-111-W					

E X H I B I T 'A'
SCHEDULE OF LEASES

LEASE NUMBER	LEASE NAME OR LESSOR NO.	LEASE DATE	RECORDING DATA BOOK/PAGE/ENTRY-CAVEAT	GROSS LEASE ACRES/HEC	COUNTY/ PARISH/PROVINCE	STATE/ COUNTRY
41379-A2	JAMES F. MICKELSON	2/09/81	0061/0313/	280.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS S/2 NE/4, NE/4 SE/4 OF SECTION 34, NW/4 SW/4, SE/4 SW/4, S/2 SE/4 OF SEC. 35, T-31-N R-113-W					
41385-A2	K. H. GUIO, ET UX	2/09/81	0061/0338/	520.000	SUBLETTE	WY
	ORIGINAL LESSEE: JOHN P. ELLBOGEN					
	LAND DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS SW/4 NW/4, SW/4, S/2 SE/4 SEC. 27; NW/4, N/2 NE/4 SEC. 34; T-31-N R-113-W					

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Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-54162

Lease effective date
April 1, 1976

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

PART I

1. Assignee's Name
Exxon Corporation

200123

Address *(include zip code)*
P. O. Box 2305, Houston, Texas 77252
see below *

RECORDED March 2 1984 8:00 AM
IN BOOK 70 Oil & Gas PAGE 268
FEES 6.00 Lena Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

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)

* 15 percent of operating rights:
Township 29 North, Range 114 West, 6th P.M.:
Section: 29: NE/4
containing 160 acres, more or less, in Sublette County, Wyoming,
insofar and only insofar as said lease covers operating rights as to all depths lying below the base of the Dakota Formation, being defined as that certain stratigraphic horizon found at 9,340 feet on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 Section 16, T-29N, R-114W.

* 50 percent of operating rights:
Township 29 North, Range 114 West, 6th P.M.:
Section 29: W/2, SE/4
containing 480 acres, more or less, in Sublette County, Wyoming,
insofar and only insofar as said lease covers operating rights as to all depths lying below the base of the Dakota Formation, being defined as that certain stratigraphic horizon found at 9,340 feet on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 Section 16, T-29N, R-114W.

This assignment is made without warranty of any kind. In the event Assignee, its successors or assigns, desires to forfeit, relinquish or surrender said lease as to all or any part of the acreage covered hereunder, Assignee agrees to notify Assignor by registered mail at least 90 days in advance of the rental due date, and Assignor hereunder shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said rights. If requested, Assignee shall reassign said rights to Assignor hereunder without additional burdens prior to the rental due date.

3. Specify interest or percent of operating rights being conveyed to assignee	100 percent
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.00 percent

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 31st day of January, 1984.

WILLIAMS EXPLORATION COMPANY

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-in-Fact

3025 South Parker Road, Suite 600
(Assignor's Address)

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 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)

WY-2737

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.

663070 001

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PART II

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

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

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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

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

Executed this 24th day of February , 1984 .

EXXON CORPORATION

William R. Campbell

(Assignee's Signature)

P.O. Box 2305

(Assignee's Address)

By: William R. Campbell
Attorney-in-Fact

Houston, Texas 77252
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY, this 31st day of January, 19 84.

WITNESS my hand and official seal.

ROBERT R. HELSLEY NOTARY PUBLIC STATE OF COLORADO

Robert R. Helsley

Notary Public - Robert R. Helsley
State of Colorado
3025 South Parker Road, Suite 600
Aurora, Colorado 80014

My Commission Expires 10-13-87

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 r[redacted]required to obtain a benefit.

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-54161

Lease effective date
April 1, 1976

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

PART I

1. Assignee's Name
Exxon Corporation

200124

RECORDED March 2 1984 8:00 AM
IN BOOK 70 Ore PAGE 270
FEES 6.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

Address *(include zip code)*
P. O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 15 percent of operating rights in the above-designated 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 29 North, Range 114 West, 6th P.M.:
Section 19: E/2
containing 320 acres, more or less, in Sublette County, Wyoming,
insofar and only insofar as said lease covers operating rights as to all depths lying below the base of the Dakota Formation, being defined as that certain stratigraphic horizon found at 9,340 feet on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 Section 16, T-29N, R-114W.

This assignment is made without warranty of any kind. In the event Assignee, its successors or assigns, desires to forfeit, relinquish, or surrender said lease as to all or any part of the acreage covered hereunder, Assignee agrees to notify Assignor by registered mail at least 90 days in advance of the rental due date, and Assignor hereunder shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said rights as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, Assignee hereunder shall reassign said rights to Assignor hereunder without additional burdens prior to the rental due date.

3. Specify interest or percent of operating rights being conveyed to assignee	100 percent
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.00 percent

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 31st day of January, 19 84.

WILLIAMS EXPLORATION COMPANY

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-in-Fact

3025 South Parker Road, Suite 600
(Assignor's Address)

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 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)

WY-2735

_____ _____
(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.

663071 001

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PART II

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

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

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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

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

Executed this 24th day of February , 1984 .

EXXON CORPORATION

William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

By: William R. Campbell
Attorney-in-Fact

Houston, Texas 77252
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joe Gill, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY, this 31st day of January, 1984.

WITNESS my hand and official seal.

ROBERT R. HELSLEY NOTARY PUBLIC STATE OF COLORADO

Robert R. Helsley
Notary Public - Robert R. Helsley
State of Colorado
3025 South Parker Road, Suite 600
Aurora, Colorado 80014

My Commission Expires 10-13-87

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.

[redacted] [redacted] [redacted]

GPO 836-844

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-53107

Lease effective date
January 1, 1976

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

PART I

1. Assignee's Name
Exxon Corporation 200125

Address (*include zip code*)
P. O. Box 2305, Houston, Texas 77252

RECORDED March 2 1984 8:44 AM
IN BOOK 70 Misc PAGE 272
FEES 6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, CLERK
by Dorothy McClure

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 or 3101.1–4)

Township 29 North, Range 114 West, 6th P.M.:
Section 30: E/2
containing 320 acres, more or less, in Sublette County, Wyoming,
insofar and only insofar as said lease covers operating rights as to all depths lying below the base of the Dakota Formation, being defined as that certain stratigraphic horizon found at 9,340 feet on the Induction Electrical Log in the True Belco State No. 24-16 well located in the SE/4 SW/4 Section 16, T-29N, R-114W.

This assignment is made without warranty of any kind. In the event Assignee, its successors or assigns, desires to forfeit, relinquish, or surrender said lease as to all or any part of the acreage covered hereunder, Assignee agrees to notify Assignor by registered mail at least 90 days in advance of the rental due date, and Assignor hereunder shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said rights as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, Assignee hereunder shall reassign said rights to Assignor hereunder without additional burdens prior to the rental due date.

3. Specify interest or percent of operating rights being conveyed to assignee	100 percent
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.00 percent

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 31st day of January , 1984 .
WILLIAMS EXPLORATION COMPANY

By: Joe Gill (Assignor's Signature)
Joe Gill, Attorney-in-Fact

3025 South Parker Road, Suite 600
(Assignor's Address)

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 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)

WY-2738

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.

663072 001

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PART II

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

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

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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

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

Executed this 24th day of February, 1984.

EXXON CORPORATION

William R. Campbell — P.O. Box 2305

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

By: William R. Campbell
Attorney-in-Fact

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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, this 31st day of January, 19 84.

WITNESS my hand and official seal.

ROBERT R. HELSLEY NOTARY PUBLIC STATE OF COLORADO

Robert R. Helsley

Notary Public - Robert R. Helsley
State of Colorado
5025 South Parker Road, Suite 600
Aurora, Colorado 80014

My Commission Expires 10-13-87

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.

[redacted] WY-263 [redacted]

Form 3106-5
(October 1952)

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-35399

Lease effective date
July 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
See attached Exhibit "A"

Address
See attached Exhibit "A"

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 15: N½

Containing 320.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

200135

RECORDED March 2 1984 8:00 A.M.
IN BOOK 70 Oil & Gas 274
FEES $10.50 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Davis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	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 25th day of January , 19 84 .
ENERGETICS OPERATING COMPANY

By: _____
(Assignor's Signature)
Gene W. Anderson, Vice President - Land

116 Invernes Drive East
(Assignor's Address)

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 _____ By _____
(Authorized Officer)

#11100 (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.

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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 25th day of JANUARY, 1984.

MY COMMISSION EXPIRES:
My Commission Expires July 20, 1988
3061 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herold
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Record Title dated January 25th, 1984, by and between Energetics Operating Company Assignor and Energy Associates N.W. 1978-A, et al Assignee.

Energy Associates N.W. 1978-A Suite #1215 Norton Building 801-2nd Avenue Seattle, Washington 98104	1.5000%
Energetics 1978 Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	13.9000%
Boettcher Management 1978 Drilling Program 828-17th Street P. O. Box 54 Denver, Colorado 80202	7.5000%
D & R Energy Program 1978 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	5.0250%
Guaranty Capital Investor Ltd. 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	6.6947%
Burton G. Ross, Trustee for the Toni Rosen Trust 1978 3750 I.D.S. Center Minneapolis, Minnesota 55402	.6000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	4.1250%
Backer Resources, Inc. 1040-609 Granville Street Vancouver, B.C. Canada V7Y 1G5	24.0000%
Energetics 1978-B Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	5.0000%
Robert L. Mehl 116 Inverness Drive EAst Englewood, Colorado 80112	5.3098%
Patrick D. Maher 116 Inverness Drive East Englewood, Colorado 80112	5.3098%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	2.8912%
Dakel Company P. O. Box 2187 Loop STation, Minnesota 55402	.9553%

277

East Bird Canyon I
WY-263

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-41388

Lease effective date
October 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

See attached Exhibit "A"

Address (include zip code)

See attached Exhibit "A"

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 12: $SW\frac{1}{4}SW\frac{1}{4}$ Containing 40.00 acres, more or less Sublette County, Wyoming	200136

RECORDED March 2 1984 8:00 AM
IN BOOK 70 O&G PAGE 277
FEES $10.50 Lou Switzer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	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 25th day of January, 1984.

ENERGETICS OPERATING COMPANY

By: _____
(Assignor's Signature)
Gene W. Anderson, Vice President - Land

116 Inverness Drive East
(Assignor's Address)

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 _____ By _____
(Authorized Officer)

#11101 (Title) (Date)

NOTE: This form [redacted] produced provided that copies are exact r[redacted]ions on one sheet of both sides of this o[redacted]n, in accordance with [redacted]s of 43 CFR 3106.

[redacted] PART II [redacted]

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)

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 25 day of JANUARY, 1984.

MY COMMISSION EXPIRES:
My Commission Expires July 26, 1986
3351 East Lakeview Circle
Littleton, Colorado 80121

Betty A. Herrold
Notary Public
116 Inverness Drive 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.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

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

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

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

GPO 837 - 559

278

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Record Title dated January 25th, 1984, by and between Energetics Operating Company Assignor and Energy Associates N.W. 1978-A, et al Assignee.

Energy Associates N.W. 1978-A Suite #1215 Norton Building 801-2nd Avenue Seattle, Washington 98104	1.5000%
Energetics 1978 Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	13.9000%
Boettcher Management 1978 Drilling Program 828-17th Street P. O. Box 54 Denver, Colorado 80202	7.5000%
D & R Energy Program 1978 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	5.0250%
Guaranty Capital Investor Ltd. 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	6.6947%
Burton G. Ross, Trustee for the Toni Rosen Trust 1978 3750 I.D.S. Center Minneapolis, Minnesota 55402	.6000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	4.1250%
Backer Resources, Inc. 1040-609 Granville Street Vancouver, B.C. Canada V7Y 1G5	24.0000%
Energetics 1978-B Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	5.0000%
Robert L. Mehl 116 Inverness Drive EAst Englewood, Colorado 80112	5.3098%
Patrick D. Maher 116 Inverness Drive East Englewood, Colorado 80112	5.3098%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	2.8912%
Dakel Company P. O. Box 2187 Loop STation, Minnesota 55402	.9553%

[redacted] East Bird Can[redacted]
WY-263

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-55992

Lease effective date
October 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

See attached Exhibit "A"

Address

See attached Exhibit "A"

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 12: $N\frac{1}{2}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

Containing 560.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

200137

RECORDED March 2 1984 8:00 AM
IN BOOK 70 Misc PAGE 280
FEES $10.50 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	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 25th day of January, 1984.

ENERGETICS OPERATING COMPANY

By: [signature] mlb
(Assignor's Signature)

Gene W. Anderson, Vice President - Land

ATTEST: [signature]
Lou Switzer, Assistant Secretary

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#11099 (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.

280

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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 day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS 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 25th day of January, 1984.

MY COMMISSION EXPIRES:
My Commission Expires July 26, 1986
3631 East Prairieview Circle
Littleton, Colorado 80121

Betty A. Herrold
Notary Public
116 Inverness Drive 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.

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.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Record Title dated January 25th, 1984, by and between Energetics Operating Company Assignor and Energy Associates N.W. 1978-A, et al Assignee.

Energy Associates N.W. 1978-A Suite #1215 Norton Building 801-2nd Avenue Seattle, Washington 98104	1.5000%
Energetics 1978 Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	13.9000%
Boettcher Management 1978 Drilling Program 828-17th Street P. O. Box 54 Denver, Colorado 80202	7.5000%
D & R Energy Program 1978 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	5.0250%
Guaranty Capital Investor Ltd. 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	6.6947%
Burton G. Ross, Trustee for the Toni Rosen Trust 1978 3750 I.D.S. Center Minneapolis, Minnesota 55402	.6000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	4.1250%
Backer Resources, Inc. 1040-609 Granville Street Vancouver, B.C. Canada V7Y 1G5	24.0000%
Energetics 1978-B Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	5.0000%
Robert L. Mehl 116 Inverness Drive EAst Englewood, Colorado 80112	5.3098%
Patrick D. Maher 116 Inverness Drive East Englewood, Colorado 80112	5.3098%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	2.8912%
Dakel Company P. O. Box 2187 Loop STation, Minnesota 55402	.9553%

283

E. Bird Canyon 1
WY-263

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-40980

Lease effective date
September 1, 1973

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

PART I

1. Assignee's Name

See attached Exhibit "A"

Address *(include zip code)*

See attached Exhibit "A"

The undersigned, as owner of 49.68648 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.
Section 13: N½
Containing 320.00 acres, more or less
Sublette County, Wyoming

Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 Well in Section 15, T27N-R111W, 6th P.M.

This Assignment is subject to all terms, conditions and provisions of that certain Farmout Agreement dated September 15, 1978, by and between Northwest Exploration Co., Farmor and Energetics, Inc., Farmee.

200138

RECORDED March 2 1984 8:00 A.M.
IN BOOK 70 Misc PAGE 283
FEES $10.50 Lou J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.2% 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 27th day of January, 19 84.

ENERGETICS OPERATING COMPANY

By: _____ 116 Inverness Drive East
(Assignor's Signature) (Assignor's Address)

Gene W. Anderson, Vice President - Land

ATTEST: _____ Englewood Colorado 80112
Lou Switzer, 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, 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 f[redacted] reproduced provided that copies are ex[redacted]uctions on one sheet of both sides of th[redacted] form in accordance with provisions of 43 CFR 3106.

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 26th day of January, 1984.

MY COMMISSION EXPIRES:
My Commission Expires July 26, 1986
3661 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herold
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Operating Rights dated January 26, 1984, by and between Energetics Operating Company, Assignor and Energy Associates N.W. 1978-A, et al Assignee.

Energy Associates N.W. 1978-A Suite 1215 Norton Building 801 - 2nd Avenue Seattle, Washington 98104	.9000%
Energetics 1978 Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	8.3400%
Boettcher Management 1978 Drilling Program 828 - 17th Street Post Office Box 54 Denver, Colorado 80202	4.5000%
D&R Energy Program 1978 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55402	3.0150%
Guaranty Capital Investor Ltd. 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	4.01683%
Burton G. Ross, Trustee for the Toni Rosen Trust 1978 3750 I.D.S. Center Minneapolis, Minnesota 55402	.3600%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	2.4750%
Backer Resources, Inc. 1040-609 Granville Street Vancouver, B.C., CANADA V7Y 1G5	14.4000%
Energetics 1978-B Limited Partnership 116 Inverness Terrace East Englewood, Colorado 80112	3.0000%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.18588%
Patrick D. Maher 116 Inverness Drive East Englewood, Colorado 80112	3.18588%
Jordon R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.73472%
Dakel Company P. O. Box 2187 Loop Station, Minnesota 55402	.57317%

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 the Assignees listed below (hereinafter collectively referred to as "ASSIGNEE"), in the proportions set out beside their respective names, 83.963750% 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 Sweetwater County, Wyoming more fully described on said Exhibit "A".

Energetics 1981 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	4.645000%
Energetics 1981 Stroh Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	1.210000%
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	16.331250%
Guaranty Energy Group 1981 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.887000%
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, California 94643	18.750000%
Burton G. Ross, Trustee for the Darryl P. Ekstrom 1981 B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	.326250%
Encore Exploration 1981 - LC. L.P. C/O Cramer Rosenthal & Co. 707 Westchester Avenue, Suite 400 White Plains, New York 10604	30.000000%
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	1.814250%

200139

RECORDED March 22 1984 8:00 AM
IN BOOK 20 PAGE 286
FEES $6.00 Darryl Ekstrom COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

Heron Prospect
WY-562, State #10-16

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

4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

5. This Assignment is made subject to the terms and conditions of that certain Farmout Agreement dated April 28, 1982, as amended June 29, 1982, by and between General American Oil Company of Texas, Farmor and Energetics, Inc., a Colorado corporation, Farmee and that certain Assignment of Oil and Gas Lease dated January 14, 1983, recorded in Book 67, Page 527, Sublette County, Wyoming.

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, although executed in multiple counterpart originals, is effective as of the date of first production from the State #10-16 Well as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY (ASSIGNOR)

By: _____ mlb
Joseph C. Mencin
Attorney-in-fact

ENERGETICS 1981 YEAR-END LIMITED PARTNERSHIP

By: _____

ENERGETICS 1981 STROH YEAR-END LIMITED PARTNERSHIP

By: _____

GENERAL HYDROCARBONS 1981 X OIL & GAS PROGRAM

By: _____

GUARANTY ENERGY GROUP 1981

By: _____

ATTEST

_____

KAISER ENERGY, INC.

By: _____

DARRYL P. EKSTROM 1981 B TRUST

By: _____

ENCORE EXPLORATION 1981 - LC. L.P.

By: _____

QUESTEX ENERGY PROGRAM 1981 B

By: _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 20th day of Februarg, 1984.

My Commission Expires

My Commission Expires July 20, 1985

Betty A Herrold
Notary Public

PARTNERSHIP

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by _____, [_____ of _____, a _____,]* general partner, on behalf of _____, a _____ limited partnership. Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public

Residence _____
(City, State)

Address _____

_____

(SEAL)

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated this 20th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
14134	ST-W-72-28068	Betty B. Shaffer	11/2/72	Township 27 North, Range 111 West Section 16: NW/4 Limited in depth from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet as encountered in the Heron #10-16 Well located in the NE/4NW/4 of Section 16: T-27-N, R-111-W, Sublette County, Wyoming.	Not Available	

210

GENERAL HYDROCARBONS 1981X OIL & GAS PROGRAM
A Montana Limited Partnership

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of February, 1987, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President 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.

Joanne S Johnson
Notary Public

2/20/89
My Commission Expires

GUARANTY ENERGY GROUP 1981
a Montana Limited Partnership

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of February, 1987, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President 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.

Joanne S Johnson
Notary Public

2/20/89
My Commission Expires

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 the Assignees listed below (hereinafter collectively referred to as "ASSIGNEE"), in the proportions set out beside their respective names, 50.676438% 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 Sweetwater County, Wyoming more fully described on said Exhibit "A".

Energetics 1981 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	3.019250%
Energetics 1981 Stroh Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.786500%
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.615312%
Guaranty Energy Group 1981 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	7.076550%
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, California 94643	12.187500%
Burton G. Ross, Trustee for the Darryl P. Ekstrom 1981 B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	.212063%
Encore Exploration 1981 - LC. L.P. C/O Cramer Rosenthal & Co. 707 Westchester Avenue, Suite 400 White Plains, New York 10604	15.600000%
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	1.179263%

200140

RECORDED March 2 1984 8:00 A.M.
IN BOOK 20 PAGE 232 COUNTY CLERK
FEES $15.50
SWEETWATER COUNTY, PINEDALE, WYOMING

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 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.

5. This Assignment is made subject to the terms and conditions of that certain Farmout Agreement dated April 28, 1982, as amended June 29, 1982, by and between General American Oil Company of Texas, Farmor and Energetics, Inc., a Colorado corporation, Farmee and that certain Assignment of Oil and Gas Lease dated January 14, 1983, recorded in Book 67, Page 527, Sublette County, Wyoming.

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, although executed in multiple counterpart originals, is effective for all purposes as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY (ASSIGNOR)

By: Joseph C. Mencin mcb
Joseph C. Mencin, Attorney-in-fact

ENERGETICS 1981 YEAR-END LIMITED PARTNERSHIP

By: _____

ENERGETICS 1981 STROH YEAR-END LIMTED PARTNERSHIP

By: _____

GENERAL HYDROCARBONS 1981 X OIL AND GAS PROGRAM

By: _____

GUARANTY ENERGY GROUP 1981

By _____

ATTEST:

_____

KAISER ENERGY, INC.

By: _____

DARRYL P. EKSTROM 1981 B TRUST

By: _____

ENCORE EXPLORATION 1981 - LC. L.P.

By: _____

QUESTEX ENERGY PROGRAM 1981 B

By: _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 20th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1986
5101 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herald
Notary Public

PARTNERSHIP

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 19___, by _____, [_____ of _____, a _____,]* general partner, on behalf of _____, a _____ limited partnership. Witness my hand and official seal.

My commission expires:

_____

(SEAL)

_____
Notary Public

Residence _____
(City, State)

Address _____

GENERAL HYDROCARBONS 1981X OIL & GAS PROGRAM
A Montana Limited Partnership

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of February, 1984, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President 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.

Joanne S Johnson
Notary Public

2/20/87
My Commission Expires

GUARANTY ENERGY GROUP 1981
a Montana Limited Partnership

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of February, 1984, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President 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.

Joanne S Johnson
Notary Public

2/20/87
My Commission Expires

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated this 20th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
14134	ST-W-72-28068	Betty B. Shaffer	11/2/72	Township 27 North, Range 111 West Section 16: NE/4, S/2 Limited in depth from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet as encountered in the Heron #10-16 Well located in the NE/4NW/4 of Section 16: T-27-N, R-111-W, Sublette County, Wyoming.	Not Available	

297

[redacted] [redacted]

WY-692
Meadowlark
Chorney Federal 30-21
Veal-Federal 10-20

14

ASSIGNMENT

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 ("ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto the Assignees ("ASSIGNEE") listed on Exhibit "A" attached hereto and made a part hereof, in the percentages set out beside the respective ASSIGNEES, to the extent indicated on Exhibit "A" that percentage of interests in and to the Oil and Gas Leases described on Exhibit "B," attached hereto and made a part hereof.

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provision 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 an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. Those contracts, agreements and other assignments, be they recorded or unrecorded, set forth on Exhibit "C," attached hereto and made a part hereof.

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

5. 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 leases described on Exhibit "B."

6. ASSIGNOR agrees where necessary to execute separate assignments of interest to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms by or on behalf of ASSIGNOR to ASSIGNEE in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

7. ASSIGNOR agrees to keep and maintain for ASSIGNEE'S account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNOR shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

200141

RECORDED March 2 1984 8:00 A.M.
IN BOOK 70 Oil & Gas PAGE 298
FEES $14.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

298

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY

By Joseph C. Mencin
Joseph C. Mencin, Attorney-in-Fact

ATTEST:

GENERAL HYDROCARBONS 1982X OIL AND GAS PROGRAM

By _____ By _____

CONTINENTAL ENERGY INVESTORS 1982-B

ATTEST:

By _____ By _____

QUESTEX ENERGY PROGRAM 1982 B

By _____ By _____

YORKTOWN ENERGY PARTNERS LTD.

By _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 20th day of February, 1984.

Betty A. Herrold
Notary Public

My Commission Expires

My Commission Expires July 26, 1986

NOTARY PUBLIC

GENERAL HYDROCARBONS 1982X OIL & GAS PROGRAM
a Montana Limited Partnership

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of February, 1984, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President 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.

Joanne S Johnson
Notary Public

2/20/87
My Commission Expires

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
General Hydrocarbons 1982X Oil and Gas Program Exploration Division Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	57.075% of Assignor's interest
Continental Energy Investors 1982 B 815 East Mason Street, Suite 1501 P. O. Box 2143 Milwaukee, WI 53201	6.975% of Assignor's interest
Questex Energy Program 1982 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	10.125% of Assignor's interest
Yorktown Energy Partners, Ltd. c/o Dillon, Read & Co., Inc. The Dillon Read Building 535 Madison Avenue New York, NY 10022	.825% of Assignor's interest

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS TITLE TO AN UNDIVIDED 25.000% OF ASSIGNOR'S INTEREST IN AND TO SAID OIL AND GAS LEASES.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15060	USA-W-38071	Joan Chorney	2/1/73	*T28N-R111W Section 21: S/2 Sublette County, WY	Unavailable	
15061	USA-W-55628	H. E. Bergen	8/1/76	*T28N-R111W Section 21: N/2 Section 28: N/2, SE/4SE/4 Sublette County, WY	Unavailable	
15141	USA-W-54466	Harry K. Veal	5/1/76	**T28N-R111W Section 17: W/2 Section 20: W/2 Sublette County, WY	Unavailable	

*From the surface to stratigraphic equivalent of 12,150' as drilled in the Chorney-Federal 30-21 Well located in the SW/4 of Section 21, T28N-R111W.
**From the surface to stratigraphic equivalent of 11,522' as drilled in the Veal-Federal 10-20 Well located in the NW/4 of Section 20, T28N-R111W.

304

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

1. Interest in W-55628 and W-38071 is subject to Assignments from C&K Petroleum, Inc. to Energetics Operating Company dated September 28, 1983 and Assignments from Woods/Moncrief to Energetics Operating Company dated August 25, 1983.

2. Interest in W-54466 is subject to Assignments from Woods/Moncrief to Energetics Operating Company dated October 31, 1983.

[redacted] [redacted] C[redacted] Fed. 30-21
Veal-Fed. 10-20

ASSIGNMENT

This Assignment from Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado, 80112, hereinafter called "Assignor", to General Hydrocarbons 1982X Oil and Gas Program, hereinafter called "Assignee", is made effective this 20th day of February, 1984.

WHEREAS Assignor and Assignee have entered into agreements, oral and written, whereby Assignee has acquired or has the right to acquire interests, rights, and privileges in, to and under the agreements, farmouts, oil and gas and mineral leases or licenses described in Exhibit "A".

NOW THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey and assign to Assignee the right, title and interest in and to the agreements, farmouts, oil, gas and mineral leases or licenses described to the extent indicated, in Exhibit "A" subject to the following:

1. The terms and provisions exceptions, reservations, rights, titles, powers, privileges and obligations of said agreements, farmouts, oil, gas and mineral leases or licenses, including the landowner's royalties and all other burdens therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.

2. The overriding royalty interest of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The benefit of and right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the interest against Assignor's predecessors in title.

Assignor shall execute separate assignments of interests to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

This Assignment made without warranty, express or implied, shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED THIS 20th day of February, 1984.

200142

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin, Attorney-in-fact mlb

GENERAL HYDROCARBONS 1982X OIL AND GAS PROGRAM

By: Gene H Chestnut

RECORDED March 2 1984 8:00 AM
IN BOOK 70 Oil PAGE 304
FEES $8.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 20th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1986
3081 East Parkview Circle
Littleton, Colorado 80121

Betty A. Herald
Notary Public

GENERAL HYDROCARBONS 1982X OIL & GAS PROGRAM
a Montana Limited Partnership

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of February, 1983, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President 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.

Dianne S Johnson
Notary Public

7-20-87
My Commission Expires

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984 FROM ENERGETICS OPERATING COMPANY TO GENERAL HYDROCARBONS 1982X OIL AND GAS PROGRAM.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LANDS AND LEASES				RECORDED	
			LESSOR	LESSEE	LEASE DATE	DESCRIPTION	BOOK	PAGE
WY-692-2	1/14/83	Energetics, Inc. (as predecessor in interest to Energetics Operating Company) and C&K Petroleum, Inc.	USA-W-55628	H. E. Bergen	8/1/76	T28N-R111W Section 21: N/2 Section 28: N/2, SE/4SE/4 Sublette County, WY	Unavailable	
			USA-W-54466	Harry K. Veal	5/1/76	T28N-R111W Section 17: W/2 Section 20: W/2 Sublette County, WY	Unavailable	

INTEREST BEING CONVEYED IS 57.075% OF ASSIGNOR'S INTEREST

306

307

WY-263
Federal #30-15

10

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-54136

Lease effective date
April 1, 1976

PART I

1. Assignee's Name

* See Attached Rider

Address *(include zip code)*

* See Attached Rider

The undersigned, as owner of Tract I; 68.4103%; Tract II 35.2864%; Tract III 58.8108% percent of operating rights in the above-designated 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)

200143

TRACT I

Township 27 North, Range 111 West, 6th P.M.
* Section 15: $SE\frac{1}{4}$
Containing 160.00 acres, more or less

TRACT II

Township 27 North, Range 111 West, 6th P.M.
* Section 14: ALL
Containing 640.00 acres more or less

TRACT III

Township 27 North, Range 111 West, 6th P.M.
* Section 15: $SW\frac{1}{4}$
Containing 160.00 acres, more or less
SUBLETTE COUNTY, WYOMING

RECORDED March 2 1984 8:00 A.
BOOK 70 Deeds PAGE 307
FEES $10.25 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

* Limited in depth from the surface of the ground to the stratigraphic equivalent of a depth of 11,694 feet as penetrated by the Federal #30-15 Well located in Section 15, Township 27 N, Range 111 W, 6th P.M.

This Assignment is made subject to that Communitization Agreement, dated June 1, 1982, approved June 23, 1982 and effective as of December 10, 1981 by Minerals Management Service, recorded in Book 65, Page 395 in Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I 35.28648%; Tract II 35.28648%; Tract III 58.8108%
4. Specify interest or percent of operating rights being retained by assignor	Tract I 33.12432%; Tract II None; Tract III None
5. Specify overriding royalty interest being reserved by assignor	Tract I None; Tract II None; Tract III None;
6. Specify overriding royalty previously reserved or conveyed, if any	*Tract I 7.0%; Tract II 6.2%; Tract III 12.2%

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.
* Tract I: 12.25% out of which the interest being assigned bears only a 7%

I CERTIFY That the 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 February, , 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin mlb
(Assignor's Signature)
Joseph C. Mencin, Attorney-in-fact

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#11102 (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.*

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(6)) 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)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 20th day of February, 1984.

My Commission Expires
My Commission Expires July 26, 1986
3631 East Dartmouth Circle
Littleton, Colorado 80121

Betty A Herrold
Notary Public

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OPERATING RIGHTS DATED February 20th 1984, BY AND BETWEEN ENERGETICS OPERATING COMPANY AND ENERGY ASSOCIATES NORTHWEST, '78 A, ET AL

	Tract I	Tract II	Tract III
Energy Associates Northwest '78 A Suite #1215 Norton Building 801-2nd Avenue Seattle, Washington 98104	.900000%	.900000%	1.500000%
Energetics 1978 Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	8.340000%	8.340000%	13.900000%
Boettcher Management 1978 Drilling Program 828-17th Street Post Office Box 54 Denver, Colorado 80202	4.500000%	4.500000%	7.500000%
D&R Energy Program 1978 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	3.015000%	3.015000%	5.025000%
Burton G. Ross, Trustee for Toni Rosen 1978 Trust 3750 IDS Center Minneapolis, Minnesota 55402	.360000%	.360000%	.600000%
Space Resources, Inc. 444 Lafayette Road St. Paul, Minnesota 55101	2.475000%	2.475000%	4.125000%
Energetics 1978-B Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	3.000000%	3.000000%	5.000000%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.185880%	3.185880%	5.309800%
Patrick D. Maher 102 Inverness Terrace East, Suite 202 Englewood, Colorado 80112	3.185880%	3.185880%	5.309800%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.734720%	1.734720%	2.891200%
Guaranty Capital Investors Ltd. 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	4.016829%	4.016829%	6.694715%
Dakel Company P. O. Box 2187 Loop Station, Minnesota 55402	.573171%	.573171%	.955285%

[redacted] [redacted] 818480

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd day of December, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and WARF-QUEALY CORPORATION, whereby WARF-QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier formation, with respect to the following described lands, [redacted] which said agreement was recorded on November 10, 1954 in Book 10 O&G, page 315, Sweetwater County, Wyoming.

RECEIVED
LAND OFFICE
SEP 28 1959
CHEYENNE, WYOMING

Federal Oil and Gas Lease Wyo. Evanston 010270B

T. 27N., R. 113W., 6th P.M., Wyoming

Sec. 21: N½N½

160.00 acres

SUBJECT TO MORTGAGE(S) AN
SUBJECT TO PRODUCTION PAYMEN
PER ATTACHED RIDER

WHEREAS, by mesne assignments BEAVER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted thereby by WESTERN OIL REFINING COMPANY.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Assignor, BEAVER NATURAL GAS COMPANY, does hereby bargain, sell, transfer and assign unto MYCO 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 as 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 SEP 28 1959 day of _____.

ATTEST:

BEAVER NATURAL GAS COMPANY

Jack Seitz

Lawrence Haber, President

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

On the SEP 28 1959 day of _____, 1959, before me personally appeared LAWRENCE HABER to me personally known, who being by me duly sworn did say that he is a President of BEAVER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Beaver Natural Gas Company under authority granted to him by the Board and acknowledged said instrument to be his free act and deed and the free act and deed of Beaver Natural Gas Company for the uses as specified therein.

Given under my hand and official seal this SEP 28 1959 day of _____, 1959.

Notary Public

(Seal) Notary Public, State of New York
No. 03 - 4621125
Qualified in Nassau County
Commission Expires March 30, 1960

200160 RECORDED March 5 1984 3:00 P M
IN BOOK 70 O&G PAGE 310
STEPHEN C. LAND YORK COUNTY CLERK
DEPUTY COUNTY CLERK
by Dorothy M. Shivic

310

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 23 1984
BUREAU OF LAND MANAGEMENT

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 ..... day of SEP 28 1959 19 59

WITNESSES: ATTEST

BELCO PETROLEUM CORPORATION

John L. Dietzel
(Name and address)

Lawrence Ruben (Assignee's signature) Executive Vice President

John P. Dietzel, Assistant Secretary
(Name and address)

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.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, W. A. MONCRIEF, JR., 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 of 5290 E. Nassau Circle, Englewood, Colorado 80110 (Eleven-Twelfths) and KEITH BUTLER of 1660 Lincoln Street, Suite 2502 Denver, Colorado 80264 (One-Twelfth) hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 82.5% of 3.0% of all oil, gas and other minerals produced, saved and sold under the terms of the following oil and gas lease.

United States Oil & Gas Lease #W-42280

Township 28 North, Range 109 West, 6th Prin. Mer.
Section 18: lots 3, 4, E/2SW/4, SE/4
19: lots 1, 2, 3, 4, E/2, E/2W/2
containing 880.73 acres, more or less, in
Sublette County, Wyoming

200172

RECORDED March 6 1984 1:00 P M
IN BOOK 70 Oil PAGE 312
FEES $4.25 Lorin Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Shire

The income accuring to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease described covers 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 herein described then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

IN WITNESS WHEREOF we hereunto set our hands and seal this 25 day of Jan, 1984.

W. A. MONCRIEF, JR.

STATE OF TEXAS)
) SS.
COUNTY OF TARRANT)

On this 25th day of January, 1984, before me, a Notary Public in and for said County and State, came the above named W. A. MONCRIEF, JR., an individual, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself for the uses and purposes therein set forth.

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

Marjorie B. Lopez
Notary Public

My Commission Expires:

11-30-84

Ninth at Commerce, Ft. Worth, TX 76102
Address

NON-PARTICIPATING ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That HARRY F. STEELE and MARY ELLEN STEELE, husband and wife, of the County of Sublette and State of Wyoming, Assignors, for and in consideration of TEN DOLLARS ($10) and other good and valuable considerations, receipt whereof is hereby acknowledged, HAVE SOLD AND ASSIGNED and DO HEREBY SELL, ASSIGN, TRANSFER, CONVEY AND SET OVER unto ROY STEELE of Pinedale, Sublette County, Wyoming, Assignee, a NON-PARTICIPATING UNDIVIDED FIFTY PER CENT (50%) ROYALTY of all oil and gas produced and saved from the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

Township 34 North, Range 109 West of the Sixth Principal Meridian

Section 30 - Lots 2 and 3,
SW/4 NE/4,
SE/4 NW/4

Township 34 North, Range 110 West of the Sixth Principal Meridian

Section 25 - NE/4 NE/4,
S/2 NE/4,
S/2 NW/4,
SW/4,
W/2 SE/4,
NE/4 SE/4

Township 33 North, Range 110 West of the Sixth Principal Meridian

Section 3 - That part of the NW/4 SW/4 which lays on the east side of the Green River,
S/2 SW/4,
NW/4 SW/4 SE/4,
S/2 SW/4 SE/4
Section 10 - W/2 NE/4,
NW/4,
SW/4,
NW/4 SE/4

200173

RECORDED March 6th 19 84 2:30 P M
IN BOOK 70 Oil PAGE 313
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD unto the said Assignee for the term of his natural life and to terminate absolutely upon the death of said Assignee;

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming; AND PROVIDED, NEVERTHELESS, THAT the said Assignee shall not participate in nor be entitled to execute any oil and gas lease upon the above-described lands nor to receive any bonus or bonus monies or delay rental payments under existing oil and gas leases nor under any future leases upon the said lands.

WITNESS OUR HANDS this 13th day of February, 1984.

Harry F. Steele
HARRY F. STEELE

Mary Ellen Steele
MARY ELLEN STEELE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HARRY F. STEELE and MARY ELLEN STEELE, husband and wife, this 13th day of February, 1984.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires:

FAYE HAMMONS-NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1987

315A

FORM NO. LNH-2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

This Overriding Royalty Assignment, made this 17th day of February, 1984, by and between RAYMOND OIL COMPANY, INC.

whose address is One Main Place, Suite 900, Wichita, Kansas 67202

hereinafter called Lessee; and Wallace W. Stewart,

whose address is 1901 Bellaire, Casper, Wyoming 82601,

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated February 1, 1983 bearing Serial No. W-82355, of the U. S. Land & Survey Office, at Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming towit:

200204

Township 30 North, Range 114 West, 6th P.M.

Section 7: Lots 1, 2, E/2 NW/4
Section 20: S/2 S/2

RECORDED March 7 1984 8:40 A M
IN BOOK 70 Oil PAGE 315
FEES 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McInnis

NOW, Therefore, in consideration of the premises and the sum of Ten ($10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledge, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of .0187500

of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, wherether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

RAYMOND OIL COMPANY, INC.

Wm. M. Raymond, LESSEE
President

STATE OF Kansas
COUNTY OF Sedgwick } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 17th day of February, 1984, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Wm. M. Raymond, president of Raymond Oil Company, Inc., a corporation of the State of Delaware, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires January 29, 1988

Shirley Wilkie
Shirley Wilkie Notary Public

SHIRLEY WILKIE
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. 1-22-88

Form 3106-14
(September 1982)

315B

WY-371
13254.
Federal 20-8

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-62967

Lease effective date
March 1, 1974

PART I

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

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

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

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

Township 27 North - Range 110 West
Section 8: NE/4
Sublette County, Wyoming

(from the surface of the earth to the stratigraphic equivalent of 14,405' as encountered in the Federal #20-8 well located in the SW/4NE/4 of Section 8, Township 27 North-Range 110 West, Sublette County, Wyoming)

ThIS ASSIGNMENT IS SUBJECT TO THAT CERTAIN FARMOUT AGREEMENT DATED MARCH 19, 1980, AS AMENDED, BETWEEN ENERGETICS, INC. (PREDECESSOR IN INTEREST TO ENERGETICS OPERATING COMPANY) AND NORTHERN NATURAL GAS COMPANY (PRESENTLY INTERNORTH INC) AND THAT CERTAIN FARMOUT AGREEMENT DATED OCTOBER 10, 1980 BETWEEN GULF OIL CORPORATION AND ENERGETICS, INC (PREDECESSOR IN INTEREST TO ENERGETICS OPERATING COMPANY)

200218

RECORDED March 8 1984 1:00 P M
IN BOOK 10 Oil
FEES $6.50 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
315B
by Dorothy M Devine

3. Specify interest or percent of operating rights being conveyed to assignee	90.3295%
4. Specify interest or percent of operating rights being retained by assignor	9.6705%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	11.625 %

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 February, 19 84, but to be effective as of the date of first sales from the Federal #20-8 well.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin
(Assignor's Signature)
Joseph C. Mencin, Attorney-in-Fact

116 Inverness Drive East
(Assignor's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 [illegible] of 43 CFR 3106.*

FORM NO. LNH-2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

This Overriding Royalty Assignment, made this 17th day of February, 1984, by and between RAYMOND OIL COMPANY, INC.

whose address is One Main Place, Suite 900, Wichita, Kansas 67202

hereinafter called Lessee; and Joan L. Street,

whose address is 2665 E. 6th Street, Casper, Wyoming 82609,

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated February 1, 1983 bearing Serial No. W-82355, of the U. S. Land & Survey Office, at Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming towit:

200205

Township 30 North, Range 114 West, 6th P.M.

Section 7: Lots 1, 2, E/2 NW/4
Section 20: S/2 S/2

RECORDED March 7, 1984 2:00 PM
IN BOOK 70 Orig PAGE 316
FEES 4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Lewis

NOW, Therefore, in consideration of the premises and the sum of Ten ($10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledge, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of .0062500

of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to _____

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, wherether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

RAYMOND OIL COMPANY, INC.

Wm. M. Raymond, LESSEE
President

STATE OF Kansas }
COUNTY OF Sedgwick } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 17th day of February, 1984, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Wm. M. Raymond, president of Raymond Oil Company, Inc., a corporation of the State of Delaware, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires January 29, 1988

Shirley Wilkie Notary Public

SHIRLEY WILKIE
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. 1-29-88

316

D-652

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 27th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1986
3991 East Lexington Circle
Littleton, Colorado 80121

Betty A Herrold
Notary Public
Betty A. Herrold

NOTARY PUBLIC BETTY A. HERROLD STATE OF COLORADO

EXHIBIT "A"

To that Certain Assignment of Operating Rights
to Oil and Gas Lease Serial Number W-62967,
dated February 27th, 1984.

General Hydrocarbons 1980 Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	9.840000
MM&S Partners 116 Inverness Drive East Englewood, Colorado 80112	3.223500
Energetics 1980 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	56.856000
Energetics 1980 Year-End Stroh Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	1.557441
Energetics, Inc., a Delaware corporation 116 Inverness Drive East Englewood, Colorado 80112	18.852559

317

WY-371
13254

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-62967

Lease effective date
March 1, 1974

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 percent of operating rights in the above-designated 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
Section 8: S/2, NW/4
Sublette County, Wyoming

(from the surface of the earth to the stratigraphic equivalent of 14,405' as encountered in the Federal #20-8 well located in the SW/4NE/4 of Section 8, Township 27 North - Range 110 West, Sublette County, Wyoming)

THIS ASSIGNMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN FARMOUT AGREEMENT DATED MARCH 19, 1980, AS AMENDED BETWEEN ENERGETICS, INC. (predecessor in interest to Energetics Operating Company) and NORTHERN NATURAL GAS COMPANY (Presently Internorth, Inc)

200219

RECORDED March 8 1984 1200 M
IN BOOK 70 Orig PAGE 317
FEES $6.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	67.74705 %
4. Specify interest or percent of operating rights being retained by assignor	7.25295 %
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.0 %

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 27th day of February, 19 84, but to be effective as of the date of first sales from the Federal #20-8 well.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin
(Assignor's Signature)
Joseph C. Mencin, Attorney-in-Fact

116 Inverness Drive East
(Assignor's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 [redacted] ons of 43 CFR 3106. [redacted] [redacted]

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 27th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1986
3981 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herrold
Notary Public
Betty A. Herrold

NOTARY PUBLIC STATE OF COLORADO

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

INSTRUCTIONS

EXHIBIT "A"

To that Certain Assignment of Operating Rights to Oil and Gas Lease Serial Number W-62967, Dated February 27, 1984.

General Hydrocarbons 1980 Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	.0738
MM&S Partners 116 Inverness Drive East Englewood, Colorado 80112	.02417625
Energetics 1980 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.42642
Energetics 1980 Year-End Stroh Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.0116808
Energetics, Inc., a Delaware corporation 116 Inverness Drive East Englewood, Colorado 80112	.14139345

319

Northern, WY-371

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-48191

Lease effective date
December 1, 1974

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 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 or 3101.1-4)

Township 27 North, Range 110 West, 6th P.M.
Section 12: W½NE¼, NW¼, N½SW¼, SE¼SW¼, SE¼
Sublette County, Wyoming
Containing 520.00 acres, more or less

200220

RECORDED March 8 1984 1:00 PM
IN BOOK 70 Oil PAGE 319
FEES $6.50 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stivers

(from the surface of the earth down to 100' below the stratigraphic equivalent of 14,405' as encountered in the Federal #20-8 well located in the SW¼NE¼ of Section 8, Township 27 North, Range 110 West, Sublette County, Wyoming)

THIS ASSIGNMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN FARMOUT AGREEMENT DATED MARCH 19, 1980, AS AMENDED, BY AND BETWEEN ENERGETICS, INC., AND NORTHERN NATURAL GAS COMPANY (PRESENTLY INTERNORTH, INC.).

3. Specify interest or percent of operating rights being conveyed to assignee	45.1647%
4. Specify interest or percent of operating rights being retained by assignor	4.8353%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	Five Percent (5%) of 8/8ths and Two Percent (2%) of 50% — 5.0000%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 20th day of February, 1984, but to be effective as of date of first sales from the Federal #20-8 Well.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin, Attorney-in-Fact

116 Inverness Drive East
(Assignor's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 [redacted] of 43 CFR 3106.*

EXHIBIT "A"

To that Certain Assignment of Operating Rights to Oil and Gas Lease Serial Number W-48191, Dated February 20th, 1983

General Hydrocarbons 1980 Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	4.920000
MM&S Partners 116 Inverness Drive East Englewood, Colorado 80112	1.611750
Energetics 1980 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	28.428000
Energetics 1980 Year-End Stroh Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.778720
Energetics, Inc., a Delaware corporation 116 Inverness Drive East Englewood, Colorado 80112	9.426230

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 20th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1986
3081 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herrold
Notary Public Betty A. Herrold

320

3

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the Corporation.
Witness my hand and official seal.

My commission expires:

Betty A. Herrold
Notary Public Betty A. Herrold

Residence Littleton, Colorado
(City, State)

Address
My Commission Expires July 25, 1985
3061 East Peakview Circle
Littleton, Colorado 80121

(SEAL)

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

[redacted] Fe[redacted]20-28 Well

orm 3106-14
eptember 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
USA W-62117

Lease effective date
February 1, 1978

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

PART I

. Assignee's Name

See Exhibit "A" attached hereto and made a part hereof for determination of interests.

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

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

Township 27 North, Range 111 West
Section 28: NE/4

Containing 160 acres, more or less, in Sublette County, Wyoming, from the surface of the earth to the stratigraphic equivalent of 10,550 feet.

This Assignment is made subject to the terms and conditions of the Assignment of Operating Rights executed June 29, 1983, effective as of June 30, 1982, by and between William H. Martin, et al, Assignors and Energetics Operating Company, Assignee.

200221

RECORDED March 8 1984 1:00 P M
IN BOOK 70 Ops PAGE 321
FEES $9.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Elmore

3. Specify interest or percent of operating rights being conveyed to assignee	77.963%
4. Specify interest or percent of operating rights being retained by assignor	22.037%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	13.5% of 8/8ths

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin
(Assignor's Signature)

Joseph C. Mencin, Attorney-in-fact

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

#12365

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.

321

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 .

200 Transwestern Building
P.O. Box 31515

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

Wayne H. Chestnut, President
on behalf of General Hydrocarbons 1981X and
Guaranty Energy Group 1981

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 1st day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the Corporation.
Witness my hand and official seal.

My commission expires:

_____

Betty A. Herrold
Notary Public Betty A. Herrold

Residence Littleton, Colorado
(City, State)

Address
My Commission Expires July 25, 1986
3061 East Peakview Circle
Littleton, Colorado 80161

(SEAL)

foreign agencies, when [illegible] 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 OPERATING
RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER USA-W-62117

Energetics 1981 Year End Limited Partnership -an undivided 4.645%
116 Inverness Drive East
Englewood, Colorado 80112

Energetics 1981 Stroh Year-End Limited -an undivided 1.210%
116 Inverness Drive East Partnership
Englewood, Colorado 80112

General Hydrocarbons 1981X Oil and Gas Program -an undivided 16.331%
200 Transwestern II Building
P.O. Box 31515
Billings, Montana 59107-1515

Guaranty Energy Group 1981 -an undivided 10.887%
200 Transwestern II Building
P.O. Box 31515
Billings, Montana 59107-1515

Burton G. Ross, Trustee for the -an undivided .326%
Darryl P. Ekstrom 1981B Trust
530 West Parkdale Plaza
1660 South Highway 100
Minneapolis, Minnessota 55416

Questex Energy Program 1981B -an undivided 1.814%
530 West Parkdale Plaza
1660 South Highway 100
Minneapolis, Minnesota 55416

*Encore Exploration 1981-LC. L.P. -an undivided 30.000%
707 Westchester Avenue, Suite 400
White Plains, New York 10604

Kaiser Energy, Inc. -an undivided 18.750%
300 Lakeside Drive
Oakland, California 94643

*The interest being conveyed to Encore Exploration 1981 LC, L.P. is subject to the terms and conditions of that certain Participation Agreement dated December 29, 1981 by and between Energetics, Inc. (as predecessor in interest to Energetics Operating Company) and Encore Exploration 1981-LC. L.P.

324

Osprey
Federal #40-28 Well

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
USA W-62117

Lease effective date
February 1, 1978

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

PART I

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

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
Section 28: SE/4

Containing 160 acres, more or less, in Sublette County, Wyoming.

From the surface of the earth to the stratigraphic equivalent of 10,550 feet.

This Assignment is made subject to the terms and conditions of the Assignment of Operating Rights executed June 29, 1983, effective as of June 30, 1982, by and between William H. Martin, et al, Assignors and Energetics Operating Company, Assignee.

200222

RECORDED March 8 1984 1100 AM
IN BOOK 70 Deed PAGE 324
FEES $9.50 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

3. Specify interest or percent of operating rights being conveyed to assignee	83.963%
4. Specify interest or percent of operating rights being retained by assignor	16.037%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	13.5% of 8/8ths

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March, 1984.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin
(Assignor's Signature)
Joseph C. Mencin
Attorney-in-Fact

116 Inverness Drive East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

#12365

(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 [redacted]s of 43 CFR 3106. [redacted]

[redacted] [redacted] [redacted]

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 a signment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United Stat 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 t authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease describ herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operatio on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and mainta 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 knowledge and belief and are made in good faith.

Executed this day of , 19 .

Wayne H Chestnut

(Assignee's Signature)

Wayne H. Chestnut, President
on behalf of General Hydrocarbons 1981X and
Guaranty Energy Group 1981

200 Transwestern Building
P.O. Box 31515

(Assignee's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 1st day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the Corporation.
Witness my hand and official seal.

My commission expires:

Betty A. Herrold
Notary Public Betty A. Herrold
Betty A. Herrold
Residence Littleton, Colorado
(City, State)

Address ~~My Commission Expires July 26, 1986~~
3061 East Peakview Circle
Littleton, Colorado 80121

NOTARY PUBLIC BETTY A. HERROLD STATE OF COLORADO

(SEAL)

If signed by an agent not listed on the bond, evidence of authority to act for the bond holder must be submitted, or 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.

GPO 838 - 844

3455

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER USA-W-62117.

KNOW ALL MEN BY THESE PRESENTS:

That ENERGETICS OPERATING COMPANY, 116 Inverness Drive 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 1981 Year End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	-an undivided	4.645%
Energetics 1981 Stroh Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	-an undivided	1.210%
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building P.O. Box 31515 Billings, Montana 59107-1515	-an undivided	16.331%
Guaranty Energy Group 1981 200 Transwestern II Building P.O. Box 31515 Billings, Montana 59107-1515	-an undivided	10.887%
Burton G. Ross, Trustee for the Darryl P. Ekstrom 1981B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	-an undivided	.326%
Questex Energy Program 1981B 530 West Parkdale Plaza 1660 South Highway 100 Minnapolis, Minnesota 55416	-an undivided	1.814%
Encore Exploration 1981-LC. L.P. 707 Westchester Avenue, Suite 400 White Plains, New York 10604	-an undivided	24.000%
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, California 94643	-an undivided	18.750%

[redacted] [redacted] [redacted]

WY322
Chapel #10-25 Well

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, succesor in interest to ENERGETICS, INC., a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto the Assignees listed below (hereinafter referred to as "ASSIGNEE"), in the percentages set out beside their respective names, an undivided working interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands located in Sublette County, Wyoming, more fully described on said Exhibit "A".

Beacon Exploration Company 410 - 17th Street, Suite 2300 Denver, Colorado 80202	6.11700%
Canadian Cheyenne Petroleum Corp. 504 Lancaster Building 304 Eighth Avenue, S. W. Calgary, Alberta, Canada T2P 1C2	3.36420%
General Hydrocarbons 1980 Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	3.19704%

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

200289

RECORDED March 9 1984 3:00 PM
IN BOOK 70 Deeds 327
FEES $10.50 Lois J York
SUBLETTE COUNTY CLERK
WYOMING
by Dorothy McClure

327

assumed and borne by Assignee, and is further subject to an over-riding royalty due the Energetics Royalty Corporation which over-riding royalty may or may not be of record as of the date of execution of this Assignment.

3. The Assignment is made without representation or warranty of title, either express or implied.

4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

5. This Assignment is made subject to the terms and conditions of that certain Partial Assignment of Oil and Gas Leases dated May 4, 1983, by and between Belco Petroleum Corporation, as Assignor and Energetics, Inc., a Colorado corporation, as Assignee.

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 24th day of February, 1984.

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin mlb
Joseph C. Mencin
Attorney-in-fact

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Energetics Operating Company and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24th day of February, 1984.

BETTY A. HERALD NOTARY PUBLIC STATE OF COLORADO

Betty A. Herald
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

My Commission Expires:

My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases, by and between Energetics Operating Company, as Assignor, and Beacon Exploration Company, Canadian Cheyenne Petroleum Corp., , and General Hydrocarbons 1980 Oil and Gas Program, as Assignees, dated this this 24th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12466-B	First National Bank of Kemmerer as Trustee of the Fear Family Trust	Thomas F. Stroock	12-29-72	T28N-R112W Section 24: Lots 9, 11, SE/4SW/4 Section 25: Lots 2, 5, N/2NW/4, SE/4NW/4 Section 26: Lots 1 and 7	48	628

Book 330

THE STATE OF WYOMING	§	ASSIGNMENT
	§	OF
COUNTY OF SUBLETTE	§	WORKING INTEREST

WHEREAS, the undersigned, LOUANNE CHRISTMANN SHULTZ of Lafayette, Lafayette Parish, Louisiana owns as her separate property and estate, a working interest in one certain Oil and Gas Lease known as the Allen-Wells Lease covering and affecting the following described property, to-wit:

> The west one-half of the southeast one-quarter (W½SE¼) of Section 15, and the Northwest one-quarter of the Northeast one-quarter (NW¼NE¼) of Section 22, all in Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming, containing 120 acres, more or less,

as shown of record in the County where said land is located, reference to which records is hereby made for a more complete description of the property conveyed by this instrument;

NOW, THEREFORE, for and in consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, LOUANNE CHRISTMANN SHULTZ, the present owner and holder of the above described working interest, does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY all of her right, title and interest in and to the working interest under said Lease to LCS ENERGY, INC., a Texas corporation, 1500 Broadway, Suite 800, Lubbock, Texas 79401;

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and to Grantee's successors and assigns forever; and Grantor does hereby bind herself, her heirs, administrators, executors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said property and rights unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under the undersigned, but not otherwise.

200300

RECORDED March 12 1984 1:30 PM
IN BOOK 70 Orig PAGE 331
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

331

The undersigned, C.E. SHULTZ, does hereby join pro forma with his wife, LOUANNE CHRISTMANN SHULTZ, in the execution and delivery of this conveyance.

EXECUTED this the 23 day of February, 1984.

Louanne Christmann Shultz
LOUANNE CHRISTMANN SHULTZ

C.E. SHULTZ

THE STATE OF LOUISIANA §

PARISH OF LAFAYETTE §

BEFORE ME, the undersigned authority, on this day personally appeared LOUANNE CHRISTMANN SHULTZ and C.E. SHULTZ, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 23rd day of February, 1984.

Marianne Bollich
Notary Public, Parish of Lafayette,
State of Louisiana

My commission expires:
Lifetime

NOTARY PUBLIC LAFAYETTE PA

ASSIGNMENT OF OIL AND GAS LEASES

200302

RECORDED March 12 1984 3:00 P M
IN BOOK 70 Oil PAGE 333
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE, WYOMING
by Dorothy M Steere

STATE OF WYOMING)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT for a valuable consideration, the receipt and adequacy of which are hereby acknowledged, Belco Petroleum Corporation (Belco) 10,000 Old Katy Road, Suite 100, Houston, Texas 77055, does hereby bargain, sell, transfer, assign and convey unto Energetics, Inc., a Delaware Corporation 102 Inverness Terrace East, Denver, Colorado 80112, (Energetics) all of Belco's interest in and to the following described oil and gas leases covering said lands situated in Sublette County, Wyoming:

1180-B68	Oil and gas lease dated March 16, 1982, by and between Alberta E. Jardine, Lessor and Belco Petroleum Corporation as Lessee, recorded in Book 64, P. 526 of the Records of Sublette County, Wyoming.
1180-C68	Oil and gas lease dated March 16, 1982 by and between Beatrice R. Bacon as Lessor and Belco Petroleum Corporation as Lessee, recorded in Book 64, P. 528 of the Records of Sublette County, Wyoming.

Said lands covered by said oil and gas leases being those certain portions of the following described lands which lie east or above the line of survey of the High Line Canal, to-wit:

T-28-N, R-111-W
Sec. 7: E/2 E/2
Sec. 18: E/2 SW/4

This assignment is made without warranty of title, either express or implied.

EXECUTED this 21st day of January, 1983.

BELCO PETROLEUM CORPORATION

BY J. M. Oswald
J. M. Oswald, Sr. Vice Pres.

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 Sr. 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 the 21st day of January, 1983.

LORI BOLIVER
Notary Public for the State of Texas
My Commission Expires 4-30, 1985

Lori A. Boliver
Lori A. Boliver, Notary Public in and for the State of Texas

W4-641
T4726AB 14726AA
333

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BELCO PETROLEUM CORPORATION

SECRETARY'S CERTIFICATE

I, Noah E. Rockowitz, do hereby certify that I am the duly elected Secretary of Belco Petroleum Corporation (the "Company") and do hereby further certify that there is no requirement contained in the By-Laws of the Company as in effect on the date hereof for the seal of the Company to be affixed to any particular document nor for any particular document to be attested to by an officer of the Company.

Date: February 14, 1983

Noah E. Rockowitz
Secretary

14726AA
~~14726~~

POOLING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 1983, by and between all parties subscribing, ratifying or consenting hereto, as follows:

1. The parties hereto own a working interest and a landowner's royalty interest in Trust under the oil and gas leases and lands subject to this agreement, and desire to pool and combine their respective interests for the purpose of developing and producing the pooled substances in accordance with Wyoming Oil & Gas Conservation Commission Rule No. 302 to promote conservation and to provide for the most economic development for the oil and gas underlying said lands, and to amend and/or modify the oil and gas leases subject to this agreement to this effect for the purpose of development and production of the pooled hydrocarbons in accordance with the terms and conditions of this agreement.

2. The lands covered by this agreement (hereinafter referred to as "pooled area") are the following described lands in Sublette County, Wyoming:

Township 28 North - Range 111 West, 6th P.M.
Section 18: SW/4

containing 160 acres, more or less. This agreement shall cover and include the Bear River and Frontier Formations as defined in the ENERGETICS, INC., Chapel Canyon #30-18 located in the SW/4, Section 18, T28N-R111W, and the crude oil, natural gas and all associated hydrocarbons (hereinafter referred to as "pooled hydrocarbons") producible from such formations.

3. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", showing the oil and gas leases covering the lands within the pooled area.

4. All of the interests of the parties hereto in the pooled area are hereby combined and pooled for the purpose of creating one unit for the production, storage, processing and marketing of pooled hydrocarbons.

5. The pooled area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all pooled substances

200303

RECORDED March 12 1984 3:00 P M
IN BOOK 70 Oil & Gas PAGE 335
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Laine

335

produced therefrom shall be allocated among the various leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

6. The shut-in royalties and production royalties payable on pooled substances allocated to the individual leases comprising the pooled area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payment of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided.

7. Lessees shall not be required to measure separately pooled substances by reason of the diverse ownership thereof.

8. The commencement, completion, shutting-in, continued operating or production of a well or wells for pooled substances on the pooled area shall be construed and considered as the commencement, completion, shutting-in, continued operation or production on each and all of the lands within and comprising said pooled area, and operations or production as to each lease committed hereto. Nothing herein contained shall be construed as creating an obligation to conduct any operations on the pooled area.

9. This agreement shall be subject to all applicable federal and state laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. (a) The Bank hereto agrees that the oil and gas lease the Bank executed as Trustee for the Fear Family Trust and referred to in Exhibit "A" hereof, except as necessarily modified by this agreement, is hereby adopted, ratified and confirmed in all respects, and, therefore, the First of Wyoming, as Trustee for the Fear Family Trust, does hereby lease and let the lands described in said lease unto the present owner or owners of each such lease, upon the terms and conditions and subject to the provisions of said lease, which said lease, as modified hereby is by this reference made a part hereof with the same force and effect as if the undersigned had each executed the same as lessors to Energetics, Inc., insofar as the title and ownership of each of the undersigned permits.

(b) It is understood and agreed that it is the purpose, intent and effect of this agreement to pool all oil, gas and associated liquid hydrocarbon interests owned by any of the undersigned in the pooled area.

(c) If there is now or should hereafter be any dispute as to the ownership of the land affected hereby, in order to avoid duplicate payment of royalties, the royalties payable to the interest in dispute shall be paid into an escrow account until such time as the dispute is finally settled or determined.

11. Production of pooled substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable federal or state statutes.

12. This agreement shall be effective as of the 20th day of September, 1982, notwithstanding the date of execution and shall remain in force and effect so long thereafter as pooled substances are produced in commercial quantities or shut-in gas royalties are paid to the undersigned in accordance with the terms of the leases subject to this agreement, or unless sooner terminated by agreement of the parties. This agreement shall not terminate upon cessation of production if, within ninety (90) days thereafter, reworking or drilling operations on the pooled area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction, and the leases subject hereto shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

13. The covenants herein shall be construed to be covenants running with the land with respect to the pooled interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunderhereunder by the grantee, transferee, or other successor in interest.

14. The Patricia Ramage Stedman Lease, the Alberta E. Jardine Lease and the Beatrice R. Bacon Lease, as described in Exhibit "A" attached hereto, vest in the lessee and/or the lessee assignees, the right and power to pool and combine the acreage covered thereby, or any portion thereof, with any other land or leases which in such lessee's and/or the lessee's assignees judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil and/or gas.

15. This Pooling Agreement shall not exhaust the pooling and unitization rights and powers of ENERGETICS, INC. as referenced above in paragraph 14 and the right to amend this description or to make other such designations as the undersigned may deem necessary or advisable is hereby reserved.

16. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

17. This agreement shall be binding on each party executing the original or a counterpart hereof regardless of whether it is executed by any other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

ATTEST:

Lou Switzer, Assistant Secretary

ENERGETICS, INC.

Gene W. Anderson, Vice President - Land

FIRST OF WYOMING BANK, N.A., Trustee for the Fear Family Trust

BY: _____
Vice Pres Trust Officer

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 1st day of February, 1983.

My Commission Expires:

_____
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

STATE OF Wyoming)
)
COUNTY OF Lincoln)

BEFORE ME, the undersigned authority, in and for said county and state, on this 9 day of February, 1983, personally appeared Marjean Yeakey, 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 FIRST OF WYOMING BANK, N.A., a corporation, and that he executed the same as the act of Trustee for the Fear Family Trust for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of February, 1983.

My Commission Expires:

November 3, 1986

Terri L. Buckner
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
Nov. 3, 1986

Terri L. Buckner
Notary Public

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15. This Pooling Agreement shall not exhaust the pooling and unitization rights and powers of ENERGETICS, INC. as referenced above in paragraph 14 and the right to amend this description or to make other such designations as the undersigned may deem necessary or advisable is hereby reserved.

16. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

17. This agreement shall be binding on each party executing the original or a counterpart hereof regardless of whether it is executed by any other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

ATTEST:

Lou Switzer, Assistant Secretary

ENERGETICS, INC.

By: _____
Gene W. Anderson, Vice President - Land

ATTEST:

_____

BELCO PETROLEUM CORPORATION

By: _____
John B. Dunnewald
Assistant Vice President

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 1st day of February, 1983.

My Commission Expires:

My Commission Expires Oct. 23, 1985

_____
Notary Public
116 Inverness Drive East
Englewood, Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF JEFFERSON)

BEFORE ME, the undersigned authority, in and for said county and state, on this 2nd day of March, 1983, personally appeared John B. Dunnewald, 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 Belco Petroleum Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of March, 1983.

My commission expires:

September 8, 1984

Patricia Ellen Eckhardt
Notary Public
200 Union Blvd., Suite 118
Lakewood, Colorado 80228

EXHIBIT "A"

Attached to and made a part of that certain Pooling Agreement dated February 1, 1983, by and between Energetics, Inc. and the First of Wyoming Bank, N.A.

LESSOR	LESSEE	DATE OF LEASE	POOLED AREA DESCRIPTION OF LEASEHOLD	RECORDI BOOK
First National Bank of Kemmerer, as Trustee for the Fear Family Trust	Thomas F. Stroock	12-29-72	Township 28N-Range 111W Section 18: Lots 3, 4, E/2SW/4, less that part of the E/2SW/4 lying East or above the line of survey of the High Line Canal Sublette County, Wyoming	48
Patricia Ramage Stedman and husband, Harry J. Stedman	Belco Petroleum Corp.	08-04-75	Township 28N-Range 111W Section 18: That part of the E/2SW/4 lying East or above the line of survey of the High Line Canal Sublette County, Wyoming	51
Alberta E. Jardine, Formerly Alberta E. Ramage	Belco Petroleum Corp.	03-16-82	Township 28N-Range 111W Section 18: That part of the E/2SW/4 lying East or above the line of survey of the High Line Canal Sublette County, Wyoming	64
Beatrice R. Bacon	Belco Petroleum Corp.	03-16-82	Township 28N-Range 111W Section 18: That part of the E/2SW/4 lying East or above the line of survey of the High Line Canal Sublette County, Wyoming	64

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ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF WYOMING)(
)(
COUNTY OF SUBLETTE)(

WHEREAS, under the effective date of January 1, 1982, Ralph E. Fair, Inc., as Assignor, assigned to the undersigned Doris Fair Koren, as Assignee, an undivided 1/6 interest in and to each and all of the rights, title and interest held by the said Ralph E. Fair, Inc. in the oil, gas, and mineral Leases and other lands and properties described in Exhibit A attached hereto; and,

WHEREAS, the said and undersigned Doris Fair Koren, is the present owner and holder of all of such rights, title and interests assigned to her by the said Ralph E. Fair, Inc.,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforesaid and undersigned Doris Fair Koren, as Assignor, transferred and by these presents does transfer to the Ralph E. Fair Testamentary Trust, as Assignee, all of her rights, title and interest in and to each and all of the oil, gas and mineral leases and all other rights, title and interests held and owned by Assignor, Doris Fair Koren, in each and all of the leases, lands and properties described and referred to in Exhibit A hereto attached and made a part of this assignment.

TO HAVE AND TO HOLD such rights, titles and interests unto the said Assignee, Ralph E. Fair Tfestamentary Trust, its successors and assigns forever.

EXECUTED this 16th day of August, 1983, and made effective as of the 16th day of August, 1983.

Doris Fair Koren
Doris Fair Koren
ASSIGNOR

200380

RECORDED March 16 1984 8:00A
IN BOOK 70 Dr S PAGE 343
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Kline

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On August 16, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Doris Fair Koren, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature
Scott J. Brown

OFFICIAL SEAL
SCOTT J BROWN
LOS ANGELES COUNTY
My comm. exp. [illegible]

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Exhibit A

(1) Oil and Gas Lease executed by Paul W. Axtell and Albert E. Hoffman, Trustees of the C. W. Axtell Trust, as Lessors, to Ralph E. Fair, Inc., Lessee, under date of March 19, 1976, covering the following described land in Sublette County, Wyoming:

160.00 acres, more or less, described more fully in said Oil and Gas Lease;

To which lease, attached hereto, reference is here made for all of its terms and provisions;

(2) Oil and Gas Lease executed by Clara Axtell, a widow, as Lessor, to Ralph E. Fair, Inc., Lessee, under date of March 19, 1976, covering the following described land in Sublette County, Wyoming:

160.00 acres, more or less, described more fully in said Oil and Gas Lease;

To which lease, attached hereto, reference is here made for all of its terms and provisions;

Producers K 88 [redacted]

OIL AND [redacted]S LEASE

[redacted] BLUE PRINT CO. 134 W. CENTER CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of March 19 76
by and between Paul U. Axtell and Albert E. Hoffman, Trustees of the C. W. Axtell Trust,
Thermopolis, Wyoming 82443

, hereinafter called lessor (whether one or more) and
Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00-)
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:
Township 31 North, Range 108 West, 6th P.M.
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 19th day of March, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Thermopolis, Wyoming 82443 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and no/100 - - - - - - - -($160.00) - - - - - - - - - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Albert E. Hoffman (SEAL)
ALBERT E. HOFFMAN, Trustee (SEAL)
(SEAL)
(SEAL)

Paul W. Axtell (SEAL)
PAUL W. AXTELL, Trustee (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Hot Springs }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 19 76, personally appeared Paul W. Axtell and Albert E. Hoffman, Trustees and ..., to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976

Notary Public

STATE OF } SS.
COUNTY OF }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ... day of ..., 19 ..., personally appeared ..., and ..., to me known to be the identical person ... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ... executed the same as ... free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires ...

Notary Public

State of } ss.
County of }

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires ...

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

By ...
Deputy

When recorded return to

[redacted] [redacted] [redacted]

Producers K-88 [redacted]

OIL AND [redacted]S LEASE

[redacted] BLUE PRINT CO. 134 N. CENTER CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of March, 1976

by and between Clara Axtell, a widow
1001 Arapahoe, Thermopolis, Wyoming 82443

hereinafter called lessor (whether one or more) and
Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas 78205, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 31 North, Range 108 West, 6th P.M.
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 19th day of March, 1977, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Thermopolis, Wyoming 82443 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and no/100 - - -

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Clara Axtell (SEAL)

CLARA AXTELL (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING
COUNTY OF HOT SPRINGS } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 19 76, personally appeared Clara Axtell and ____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976

Harold L. Schwartz
Notary Public

STATE OF ____ } SS.
COUNTY OF ____

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of ____, 19__, personally appeared ____ and ____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as ____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires ____

Notary Public

State of ____ } ss.
County of ____

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires ____

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

By ____
Deputy

When recorded return to

____

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL, GA[redacted] MINERAL LEASES [redacted]

STATE OF WYOMING)(
)(
COUNTY OF SUBLETTE)(

WHEREAS, under the effective date of January 1, 1982, Ralph E. Fair, Inc., as Assignor, assigned to the undersigned Isabelle Fair Davis, as Assignee, an undivided 1/6 interest in and to each and all of the rights, title and interest held by the said Ralph E. Fair, Inc. in the oil, gas, and mineral Leases and other lands and properties described in Exhibit A attached herto; and,

WHEREAS, the said and undersigned Isabelle Fair Davis, is the present owner and holder of all of such rights, title and interests assigned to her by the said Ralph E. Fair, Inc.,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforesaid and undersigned Isabelle Fair Davis, as transferred and by these presents does transfer to the Davis Revocable Living Trust, (#95-6743380) as Assignee, all of her rights, title and interest in and to each and all of the oil, gas and mineral leases and all other rights, title and interests held and owned by Assignor, Isabelle Fair Davis, in each and all of the leases, lands and properties described and referred to in Exhibit A hereto attached and made a part of this assignment,

TO HAVE AND TO HOLD such rights, titles and interests unto the said Assignee, Davis Revocable Living Trust, (#95-6743380) its successors and assigns forever.

EXECUTED this 16th day of August, 1983, and made effective as of the 16th day of August, 1983.

Isabelle Fair Davis
Isabelle Fair Davis

ASSIGNOR

200381

RECORDED March 16 1984 8:00 A
IN BOOK 70 Ox 9 PAGE 349
FEES $14.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lurie

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On August 16, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Isabelle Fair Davis, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Scott J. Brown
Scott J. Brown

OFFICIAL SEAL
SCOTT J BROWN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 12, 1985

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Exhibit A

(1) Oil and Gas Lease executed by Paul W. Axtell and Albert E. Hoffman, Trustees of the C. W. Axtell Trust, as Lessors, to Ralph E. Fair, Inc., Lessee, under date of March 19, 1976, covering the following described land in Sublette County, Wyoming:

> 160.00 acres, more or less, described more fully in said Oil and Gas Lease;

To which lease, attached hereto, reference is here made for all of its terms and provisions;

(2) Oil and Gas Lease executed by Clara Axtell, a widow, as Lessor, to Ralph E. Fair, Inc., Lessee, under date of March 19, 1976, covering the following described land in Sublette County, Wyoming:

> 160.00 acres, more or less, described more fully in said Oil and Gas Lease;

To which lease, attached hereto, reference is here made for all of its terms and provisions;

Producers K 88 [redacted]

OIL AND [redacted]AS LEASE

[redacted] BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of March 19 76
by and between Paul U. Axtell and Albert E. Hoffman, Trustees of the C. W. Axtell Trust,
Thermopolis, Wyoming 82443

hereinafter called lessor (whether one or more) and
Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00-)
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:
Township 31 North, Range 108 West, 6th P.M.
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 19th day of March, 19 77, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Thermopolis, Wyoming 82443 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and no/100 - - - - - - - - - ($160.00) - - - - - - - - - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Albert E. Hoffman (SEAL)
ALBERT E. HOFFMAN, Trustee (SEAL)
(SEAL)
(SEAL)

Paul W. Axtell (SEAL)
PAUL W. AXTELL, Trustee (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Hot Springs }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 1976, personally appeared Paul W. Axtell and Albert E. Hoffman, Trustees and ____, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976

Notary Public

STATE OF ____ } SS.
COUNTY OF ____ }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of ____, 19__, personally appeared ____ and ____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that ____ executed the same as ____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires ____

Notary Public

State of ____ }
County of ____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

My Commission expires ____

____
Notary Public.

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

By ____
Deputy

When recorded return to

____

Producers K-88 [redacted]

OIL AND [redacted]S LEASE

[redacted] BLUE PRINT CO. 134 N. CENTER CASPER, WYOMING

AGREEMENT, Made and entered into this 19th day of March, 1976

by and between Clara Axtell, a widow
1001 Arapahoe, Thermopolis, Wyoming 82443

hereinafter called lessor (whether one or more) and Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas 78205, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 31 North, Range 108 West, 6th P.M.
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 19th day of March, 1977, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Thermopolis, Wyoming 82443 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and no/100 - - -

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Clara Axtell (SEAL)

CLARA AXTELL (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING } SS.
COUNTY OF HOT SPRINGS }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 19 76, personally appeared Clara Axtell and ..... to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976

Harold L. Schuette
Notary Public

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared ..... and ..... to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

Notary Public

State of ..... } ss.
County of ..... }

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires .....

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

By .....
Deputy

When recorded return to

[redacted] [redacted] [redacted]

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PARTNERSHIP PROPERTIES CO., a Colorado general partnership, Energy Center One, 717-17th Street, Denver, Colorado 80202, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over unto WILLIAMS EXPLORATION COMPANY, a Delaware Corporation ("Williams"), One Williams Center, Tulsa, Oklahoma, 74172 all its right, title, and interest in and to that certain 6.25% of 8/8ths overriding royalty interest and any reversionary (back-in) interest reserved in that certain Assignment of Operating Rights executed January 4, 1978 by and between Rainbow Resources, Inc., Farmland International Energy Corporation, Barber Oil Exploration, Inc., and Apache Corporation covering United States of America Oil and Gas Lease #W-54914, insofar and only insofar as it covers the following described lands:

Township 27 North, Range 112 West, 6th P.M.
Section 23: NW/4
Sublette County, Wyoming

From the surface of the ground to the stratigraphic equivalent of the total depth drilled in the #2-23 Bird Canyon Federal well, located in the C NW Section 23, Township 27 North, Range 112 West, Sublette County, Wyoming.

This Assignment of Overriding Royalty and reversionary (back-in) interest is made subject to all the terms, conditions, provisions and revisions of that certain Farmout Agreement dated March 30, 1977 between Rainbow Resources, Inc., Farmland International Energy Corporation, Barber Oil Exploration, Inc. and Apache Corporation.

This Assignment of Overriding Royalty and reversionary (back-in) interest shall be effective December 30, 1980, at 7:00 a.m., Mountain Standard Time and is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 16 day of February, 1984.

200384

PARTNERSHIP PROPERTIES CO.

By: [signature] VLM

RECORDED March 16 84 1:45 P.M.
IN BOOK 76 Misc PAGE 355
FEES $6.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Lewis

WY-2731
GREATER LABARGE

WMD

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

Before me, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared John R. Hazlett, personally known to me to be the person whose name is subscribed the foregoing instrument and personally known to me to be the attorney-in-fact, of PARTNERSHIP PROPERTIES CO., the general partnership described in and that executed the foregoing instrument, and who, being duly sworn by me, stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said general partnership, on the day and year herein mentioned, that they were duly authorized in their respective capacity, to execute the foregoing instrument for and in the name and on behalf of said general partnership.

Given my hand and official seal this 16th day of February, 1984.

My commission expires January 25, 19 88.

(SEAL)

717 17th Street

Address Post Office Box 2250

Denver, Colorado 80201

Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PARTNERSHIP PROPERTIES CO., a Colorado general partnership, Energy Center One, 717-17th Street, Denver, Colorado 80202, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over unto WILLIAMS EXPLORATION COMPANY, a Delaware Corporation ("Williams"), One Williams Center, Tulsa, Oklahoma, 74172 all its right, title, and interest in and to that certain 6.25% of 8/8ths overriding royalty interest and any reversionary (back-in) interest reserved in that certain Assignment of Operating Rights executed January 4, 1978 by and between Rainbow Resources, Inc., Farmland International Energy Corporation, Barber Oil Exploration, Inc., and Apache Corporation covering United States of America Oil and Gas Lease #W-54914, insofar and only insofar as it covers the following described lands:

Township 27 North, Range 112 West, 6th P.M.
Section 23: NW/4
Sublette County, Wyoming

From the surface of the ground to the stratigraphic equivalent of the total depth drilled in the #2-23 Bird Canyon Federal well, located in the C NW Section 23, Township 27 North, Range 112 West, Sublette County, Wyoming.

This Assignment of Overriding Royalty and reversionary (back-in) interest is made subject to all the terms, conditions, provisions and revisions of that certain Farmout Agreement dated March 30, 1977 between Rainbow Resources, Inc., Farmland International Energy Corporation, Barber Oil Exploration, Inc. and Apache Corporation.

This Assignment of Overriding Royalty and reversionary (back-in) interest shall be effective December 30, 1980, at 7:00 a.m., Mountain Standard Time and is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 16 day of February, 1984.

200385

PARTNERSHIP PROPERTIES CO.

By: _____ VLM

RECORDED March 16 1984 1:45 PM
IN BOOK 70 Oil PAGE 357
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stum

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

Before me, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared John R. Hazlett, personally known to me to be the person whose name is subscribed the foregoing instrument and personally known to me to be the attorney-in-fact, of PARTNERSHIP PROPERTIES CO., the general partnership described in and that executed the foregoing instrument, and who, being duly sworn by me, stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said general partnership, on the day and year herein mentioned, that they were duly authorized in their respective capacity, to execute the foregoing instrument for and in the name and on behalf of said general partnership.

Given my hand and official seal this 16th day of February, 1984.

My commission expires January 25, 19 88.

(SEAL)

717 17th Street
Address Post Office Box 2250
Denver, Colorado 80201

Notary Public

When Recorded Please Return To:

W. N. Lundberg
Apache Corporation
LAN Building
1500 City West Boulevard
Houston, Texas 77042

RECORDED March 19 1984 8:00A M
IN BOOK 70 O&G PAGE 359
FEES $31.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevie

200398

GENERAL CONVEYANCE
OF
OIL, GAS AND MINERAL INTERESTS
FROM
NATOMAS NORTH AMERICA, INC.
TO
APC OPERATING PARTNERSHIP

This Instrument Prepared By:

R. Steve Simms
Andrews & Kurth
4200 Texas Commerce Tower
Houston, Texas 77002

Mail Tax Statements To:

APC Operating Partnership
c/o Apache Corporation
LAN Building
1500 City West Boulevard
Houston, Texas 77042

Attn: W. N. Lundberg

GENERAL CONVEYANCE
OF
OIL, GAS AND MINERAL INTERESTS

THIS CONVEYANCE from NATOMAS NORTH AMERICA, INC., a California corporation, successor by merger to Apexco, Inc. formerly named Apache Exploration Corporation, whose address is 1155 Dairy Ashford, Houston, Texas 77079 (herein called "Grantor"), to APC OPERATING PARTNERSHIP, a Texas limited partnership of which Apache Corporation, a Delaware corporation, is the sole general partner and Apache Petroleum Company, a Texas limited partnership, is the sole limited partner, whose address is Foshay Tower, Minneapolis, Minnesota 55402 (herein called "Grantee"), which is delivered and effective at 12:01 a.m. local time at the respective locations of the Subject Interests (as hereinafter defined) on March 9, 1984 (the "Effective Time");

W I T N E S S E T H:

Grantor, in consideration of One Hundred Dollars ($100.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee all of the following:

A. All right, title and interest of Grantor in and to the oil and gas leases, oil, gas and mineral leases, leasehold interests, fee mineral interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests and other oil, gas or mineral interests, rights and properties in, to and under the leases and lands which are specifically described or referred to in Exhibit A attached hereto and made a part hereof for all purposes; subject, however (to the extent and only to the extent that the same are valid and subsisting at the Effective Time), to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements and other matters, applicable to such leases, interests, rights and properties;

B. All right, title and interest of Grantor in, to and under, or derived from, all presently existing and valid oil, gas or mineral unitization, pooling, operating

and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to or affect any of the leases or lands specifically described or referred to in Exhibit A;

C. All right, title and interest of Grantor in, to and under, or derived from, all presently existing and valid oil and gas sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, partnership agreements and other contracts, agreements and instruments which relate to or affect any of the leases or lands specifically described or referred to in Exhibit A;

D. All right, title and interest of Grantor in and to all personal property, improvements, lease and well equipment, easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (including, but not by way of limitation, any wells, tanks, boilers, buildings, gas processing plants, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment, gathering systems, power lines, telephone and telegraph lines, roads and other appurtenances, facilities and easements), being used in connection with the exploration, development, operation or maintenance of the leases or lands specifically described or referred to in Exhibit A, or any unit or units in which part or parts of such leases or lands may be included, or being used in connection with the production, treating, storing, gathering, transportation or marketing of oil, gas and other minerals produced from or allocated to such leases or lands or such unit or units (herein called the "Appurtenant Interests");

E. Without limitation of the foregoing, all right, title, interest and estate of Grantor of every nature and description in and to the leases and lands specifically described or referred to in Exhibit A or included in any unit including any of Grantor's interest in any such lease or land specifically described or referred to in Exhibit A, even though Grantor's interests therein be incorrectly described in, or a description of such interests be omitted from, Exhibit A, and all right, title, interest and estate held of record or otherwise by Grantor for the benefit of Apache Corporation or any affiliate of Apache Corporation as successor in interest to Apexco, Inc. formerly named Apache Exploration Corporation, in and to the leases and lands specifically described or referred to in Exhibit A or included in any unit including any

such interest in any such lease or land specifically described or referred to in Exhibit A; and

F. Without limitation of the foregoing, all right, title, interest and estate of Grantor of every nature and description, if any, in and to any additional oil, gas and/or mineral leases covering, and any other oil, gas and/or other mineral interests in, any land within the United States of America or offshore the United States of America (and within the jurisdictional limits thereof) and which is not otherwise described in or covered by any of paragraphs A, B or E above;

EXPRESSLY EXCEPTING AND EXCLUDING, however, from this Conveyance the following specific properties, assets and rights:

(a) All right, title and interest of Grantor in and to all United States oil and gas leases located on the Outer Continental Shelf, or interests therein;

(b) All oil and gas properties and interests not located in the United States (or within the jurisdictional limits thereof);

(c) All leases and subleases of office space, and all office furniture, fixtures, equipment and supplies, and all vehicles wherever located; and

(d) All inventories of tubular goods and other supplies and tools (other than inventories of tubular goods, supplies or tools that have been specifically identified on Grantor's records prior to the Effective Time for use with respect to specific projects related to exploration, development or production operations on the Subject Interests) and all patent rights and trademarks.

All of the foregoing leases, interests, rights and properties described in paragraphs A through F above, subject to the exceptions and reservations as aforesaid, are herein called the "Subject Interests".

Grantee hereby assumes and agrees to perform and be bound by all of the contractual duties and obligations of Grantor as owner of the Subject Interests to the extent that the same are valid and subsisting at the Effective Time.

This Conveyance is made without any covenant or representation of title or warranty of title of any kind, express or implied, and without any recourse against Grantor, not even for the return of the consideration paid, but is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made with respect to the Subject Interests or any part thereof. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, QUALITY, CONDITION OR FITNESS FOR PARTICULAR USES OF ANY OF THE APPURTENANT INTERESTS, ALL OF THE SAME BEING HEREBY EXPRESSLY EXCLUDED AND DENIED.

In confirmation of this Conveyance, Grantor may hereafter execute and deliver separate conveyances and assignments of certain of the Subject Interests which, or interests in which, comprise interests in lands of (i) the United States of America, (ii) one or more States or agencies thereof, or (iii) Indian tribes, bands or groups or of Indians to whom lands have been allotted in severalty, upon approved forms in sufficient counterparts to fulfill applicable statutory and regulatory requirements and such separate conveyances or assignments, although unqualified in form and not specifically containing all the terms and provisions hereof, shall nevertheless be deemed to contain all of the exceptions, exclusions, limitations and provisions set forth in this Conveyance as fully to all intents and purposes as though the same were set forth at length in such separate conveyances and assignments. In addition, Grantor agrees to execute and deliver to Grantee all such other and additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the rights, titles, interests and estates in the Subject Interests conveyed hereby or intended so to be.

This Conveyance is being executed in multiple originals, all of which are identical, except that, to facilitiate recordation, in certain counterparts hereof only that portion of Exhibit A which contains specific descriptions of Subject Interests located in the recording jurisdiction where that counterpart is to be recorded are included, and other portions of Exhibit A are included by reference only. All of such counterparts together constitute but one and the same instrument. Complete copies of this Conveyance containing the entire Exhibit A have been retained by Grantor and Grantee.

IN WITNESS WHEREOF, this Conveyance has been executed by Grantor on the date of its acknowledgement hereof in the presence of the undersigned competent witnesses, but is delivered and effective for all purposes at the Effective Time.

WITNESSES:

Dinah Lawrence
Dinah Lawrence

Carol Rosson
Carol Rosson

NATOMAS NORTH AMERICA, INC.

By _____
Name: W. E. Notestine
Title: Vice President

ATTEST:

_____
Name: Parnell A. Stockstill
Title: Assistant Secretary

This Instrument Prepared By:

R. Steve Simms
Andrews & Kurth
4200 Texas Commerce Tower
Houston, Texas 77002

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, JO A. HERST, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County, and being authorized in such State and County to take acknowledgements, hereby certify that on March 9, 1984:

There personally appeared before me W. E. NOTESTINE, Vice President, and PARNELL A. STOCKSTILL, Assistant Secretary, of NATOMAS NORTH AMERICA, INC., a California corporation, each known to me to be the designated officer of such corporation, such corporation being a party to the foregoing instrument.

(Alabama) Each such person, whose name, as the designated officer of such corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of such corporation.

(Arkansas) Before me appeared in person each such person, to me personally well known, who stated that they were the designated officers of such corporation, and that each was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

(California) Before me personally appeared each such person, known to me to be the designated officers of such corporation, which corporation executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of such corporation, and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its board of directors.

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officer of such corporation and authorized by the board of directors of such corporation to act on behalf of such corporation.

(Florida) Before me appeared each such person, to me known to be the person described in and who executed the foregoing instrument as the designated officer of such corporation, and acknowledged before me that he executed the foregoing instrument as such officer in the name of and on behalf of such corporation.

(Kansas) The foregoing instrument was acknowledged before me on this date by each such person as the designated officers of such corporation, on behalf of such corporation.

(Louisiana) Before me appeared each such person, to me personally known , who being by me duly sworn did say that they are the designated officers of such corporation, and that the seal affixed to the foregoing instrument is the corporate seal of such corporation and that such instrument was signed and sealed on behalf of such corporation by authority of its board of directors, and such officers acknowledged such instrument to be the free act and deed of such corporation.

(Mississippi) Each such person, as the designated officer of such corporation, personally appeared before me and acknowledged that he signed and delivered the foregoing instrument as such officer of such corporation, and for and on behalf of such corporation, on the day and year therein mentioned, being duly authorized to do so.

(Montana) Before me personally appeared each such person, known to me to be the designated officers of such corporation, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska) Before me personally came each such person as the designated officers of such corporation, known to me to be the officers and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and as the voluntary act and deed of such corporation and that the corporate seal of such corporation was thereto affixed by the authority of such corporation.

(Nevada) Before me personally appeared on this date each such person as the designated officers of such corporation, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

(New Mexico) The foregoing instrument was acknowledged before me this date by each such person, the designated officers of such corporation, on behalf of such corporation.

(North Dakota) The foregoing instrument was acknowledged before me by each such person as the designated officers of such corporation, on behalf of such corporation.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as the designated officers of such corporation, and acknowledged to me that each 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.

(Texas) Before me this day personally appeared each such person, personally known to me to be the persons whose names are subscribed to the foregoing instrument as the designated officers of such corporation, and personally known to me to be such officers of such corporation, and acknowledged to me that they executed such instrument in the capacity therein stated for the purposes and consideration therein expressed, for and on behalf of and as the act and deed of such corporation.

(Utah) Personally appeared before me each such person, who, being by me duly sworn, did say that they are the designated officers of such corporation, that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and did acknowledge to me that said corporation executed the same.

(Wyoming) The person designated as the executive officer of such corporation and personally known to me, being first duly sworn upon oath represented that he was the executive officer of such corporation authorized to execute the above instrument on its behalf, that the seal affixed to the instrument is the corporate seal of such corporation, that the above instrument was signed and sealed on behalf of such corporation by the authority of its board of directors, and that the officer who executed such instrument on behalf of such corporation acknowledged said instrument to be the free act and deed of the corporation by whom subscribed.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the City of Houston, Harris County, Texas, on the day and year first above written.

Jo A. Herst

JO A. HERST
Notary Public in and for
The State of Texas

My Commission expires: 10-31-84

EXHIBIT A — DATE 03/01/84 — PAGE 1

SCHEDULE OF

COMPANY 040 NATOMAS NORTH AMERICA
STATE WY WYOMING
COUNTY 035 SUBLETTE

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY	LSE DTE / GROSS ACRES
17996	USA W-5123	ESTHER CHORNEY	05/01/67
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 109 W SEC 29 SE/4		160.000
17997	USA W-27518	VAN B HALE	03/01/71
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 109 W SEC 29 SW/4 SEC 30 LOTS 1-4, E/2, E/2W/2		753.040
17998	USA W-5561	ATLANTIC RICHFIELD CO	05/01/67
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 109 W SEC 21 N/2 SEC 29 N/2		640.000
17999	USA W-5192	ESTHER CHORNEY	05/01/67
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 109 W SEC 19 LOTS 1, 2, E/2NW/4, NE/4 SEC 20 ALL SEC 21 S/2		1255.360
18007	USA W-48190	WILLADEAN M ARATA	12/01/74
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 1 LOTS 1-4, S/2N/2		321.000
TRACT 02	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 2 LOTS 1, 2, S/2NE/4		160.760

SCHEDULE OF

COMPANY 040 NATOMAS NORTH AMERICA
STATE WY WYOMING
COUNTY 035 SUBLETTE

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY	LSE DTE / GROSS ACRES
18008	USA W-0318323	F C GRIGSBY	08/01/65
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 13 N/2		320.000
18009	USA W-5106	ESTHER CHORNEY	05/01/67
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 13 S/2		320.000
TRACT 02	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 14 NW/4 SEC 26 SE/4SE/4		200.000
18016	USA W-0320797	MARGARET E ALLEN	12/01/65
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 23 S/2 SEC 26 N/2, SW/4, N/2SE/4, SW/4SE/4		920.000
18384	USA W-73776	ESTHER CHORNEY	05/01/67
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W, 6TH PM SEC 01 NE/4SE/4		40.000
TRACT 02	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W, 6TH PM SEC 02 LOTS 3,4, S/2NW/4, S/2		480.280
TRACT 03	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W, 6TH PM SEC 11 W/2		320.000

EXHIBIT A DATE 03/01/84 PAGE 3
SCHEDULE OF

COMPANY 040 NATOMAS NORTH AMERICA
STATE WY WYOMING
COUNTY 035 SUBLETTE

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY	LSE DTE / GROSS ACRES
19303	USA W-82450	WILLEDEAN M ARATA	12/01/74
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 3 S/2		320.000
19306	USA W-73775	F C GRIGSBY	08/01/65
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 1 SW/4, NW/4SE/4, S/2SE/4		280.000
19307	USA W-82451	F C GRIGSBY	08/01/65
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 110 W SEC 10 S/2		320.000
19308	USA W-72445	ESTHER CHORNEY	05/01/67
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 109 W SEC 17 ALL SEC 18 ALL		1228.880
19309	USA W-73779	ESTHER CHORNEY	05/01/67
TRACT 01	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 109 W SEC 7 LOTS 1, 2, E/2NW/4, E/2		453.920
TRACT 02	SUGAR LOAF	WY SUBLETTE	
* RECORDED ON :			
DESCRIPTION	T 27 N R 109 W SEC 7 LOTS 3, 4, E/2SW/4		133.760

STATE: Wyoming

COUNTY: Sublette

LESSOR: U.S.A. - W-73776

LESSEE: Esther Chorney

DATE: 5-1-67

RECORDING DATA: None

ACRES:

DESCRIPTION: T 27 N, R 11 SW
Sec. 1; NE/4 SE/4
Sec. 2; Lots 3 & 4, S/2 NW/4, S2
Sec. 11; W/2

PROSPECT: Sugarloaf (18384)

372

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79189

Form 3106 - 5
(October 1982)

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-82343

Lease effective date
February 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
MTS Limited Partnership

Address *(include zip code)*
✓ Box 2009, Amarillo, Texas 79189

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T30N, R113W, 6th P.M. Section 5: N½SE¼, SW¼SE¼ Section 7: NE¼ 280.00 acres m/l Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

200469

RECORDED March 22, 1984 8:00 AM
IN BOOK 70 O&G PAGE 372
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6% 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 14th day of September, 19 83.

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 effective NOV 1 1983

By J. R. Spelts
(Authorized Officer)

for ACTING

Chief, Oil & Gas Section
(Title)

MAR 14 1984
(Date)

[redacted] [redacted] FOR ASSIGNEE [redacted]

[redacted] PAR [redacted] [redacted]

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 6 day of October , 19 83

MTS LIMITED PARTNERSHIP

J. K. Gleason

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

P. O. Box 2009
(Assignee's Address)

ATTEST:

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

By: Muriel J. Moore
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.

STATE OF: Wyoming

COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 14th day of September, 1983, by John J. Christmann

Witness my hand and official seal.

My commission expires:

7-20-85

Carol V. Krail
Notary Public

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.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

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

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

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

GPO 837 – 559

374

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-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

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 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 Section 32: All Section 34: All containing 1,200.00 acres, more or less, in Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

200472

RECORDED March 22 1984 11:00A M
IN BOOK 70 D & C PAGE 374
FEES $8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

3. Specify ~~interest or percent of~~ assignor's record title interest being conveyed to assignee	50%
4. Specify ~~interest or percent of~~ record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8%

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

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

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

Executed this 25th day of March, 19 83.

DAVIS OIL COMPANY, a Partnership

Paul Messinger
(Assignor's Signature)
Paul Messinger, Attorney-In-Fact

410 Seventeenth Street, Suite 1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1983

By J. K. Scott
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

FEB 2 2 1984
(Date)

#29-1 ([redacted] Unit/Land/RFM [redacted] #224 ([redacted]

[redacted] PA [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7576-A.

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

On this 25th day of March, 1983, before me, a Notary Public in and for said County and State, came the within named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the within instrument as Attorney-In-Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the within instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
November 14, 1986

Notary Public
444 Seventeenth Street, Suite 701
Denver, Colorado 80202

#29-1 Cutlass Unit/Land/RHM

D-7349

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 Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7576-A.

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 thirty (30) 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.

#9528

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Wyoming National Bank of Casper, Trustee for the Jane Elizabeth Chorney Trust No. 1 Dated January 12, 1962 whose address is P. O. Box 2799, Casper, Wyoming 82602,

as Assignor, for value received, does hereby assign, transfer and convey to JANE E. CHORNEY, 555 - 17th St., Suite 1000, Denver, Colorado 80202,

an overriding royalty interest of one-half of one percent of eight-eighths (1/2 of 1% of 8/8ths)

of all the oil, gas and other hydrocarbon substances which may be produced from that certain oil and gas lease issued by the STATE OF WYOMING under serial number 72-37674,

covering the following described lands, to-wit: That certain oil and gas lease dated December 2, 1972, by and between the Commissioner of Public Lands, Lessor, and C. E. Strange, Lessee, situated in Sublette County, Wyoming, covering the following described lands, to-wit:

Township 31 North, Range 114 West, 6th P.M.
Sec. 16: W½
Containing 320.00 acres, m/l

This assignment shall be effective as of January 1, 19 84 and shall include all runs and production from and after seven o'clock A.M. on that date.

Assignor agrees to execute such transfer orders or other documents as may be necessary to vest in Assignee all rights to receive and enjoy the overriding royalty interest herein assigned.

Dated and signed at Casper, Wyoming this 4 day of January, 1984.

SEAL

Wyoming National Bank of Casper, Trustee
for the Jane Elizabeth Chorney Trust No. 1
Dated January 12, 1962

BY: James R. Watson
Assignor
JAMES R. WATSON, Trust Officer

ATTEST: Mary Graf
Assistant Trust Officer

STATE OF WYOMING

COUNTY OF NATRONA

The forgoing instrument was acknowledged before me by JAMES R. WATSON, Trust Officer for the Wyoming National Bank of Casper, Trustee for the Jane Elizabeth Chorney Trust No. 1 Dated January 12, 1962 this 4 day of January, 19 84.

Witness my hand and official seal.

Henry H. Gardiner
Notary Public

HENRY H. GARDINER NOTARY PUBLIC MY COMMISSION EXPIRES Feb. 25, 1987 Natrona County, Wyo.

My Commission Expires:

200475

RECORDED March 22 1984 8:00 A.M.
IN BOOK 70 Qmt PAGE 377
FEES $4.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McGuire

#5326

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Wyoming National Bank of Casper, Trustee for the Jacqueline Eve Chorney Trust No. 1 Dated January 4, 1963 whose address is P. O. Box 2799, Casper, Wyoming 82602,

as Assignor, for value received, does hereby assign, transfer and convey to JACQUELINE E. CHORNEY, 555 - 17th St., Suite 1000, Denver, Colorado 80202

(1/2 of 1% of 8/8ths)

an overriding royalty interest of one-half of one percent of eight-eighths of all the oil, gas and other hydrocarbon substances which may be produced from that certain oil and gas lease issued by the STATE OF WYOMING under serial number 72-37674,

covering the following described lands, to-wit: That certain oil and gas lease dated December 2, 1972, by and between the Commissioner of Public Lands, Lessor, and C. E. Strange, Lessee, situated in Sublette County, Wyoming, covering the following described lands, to-wit:

Township 31 North, Range 114 West, 6th P.M.
Sec. 16: W½
Containing 320.00 acres, m/l

This assignment shall be effective as of January 1, 19 84 and shall include all runs and production from and after seven o'clock A.M. on that date.

Assignor agrees to execute such transfer orders or other documents as may be necessary to vest in Assignee all rights to receive and enjoy the overriding royalty interest herein assigned.

Dated and signed at Casper, Wyoming this 4 day of January, 19 84.

Wyoming National Bank of Casper, Trustee
for the Jacqueline Eve Chorney Trust No. 1
Dated January 4, 1963

ATTEST: _____
Assistant Trust Officer

BY: _____
Assignor
JAMES R. WATSON, Trust Officer

STATE OF WYOMING

COUNTY OF NATRONA

The forgoing instrument was acknowledged before me by JAMES R. WATSON, Trust Officer for the Wyoming National Bank of Casper, Trustee for the Jacqueline Eve Chorney Trust No. 1 Dated January 4, 1963 this 4 day of January, 19 84.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

HENRY H. GARDINER NOTARY PUBLIC MY COMMISSION EXPIRES Feb. 25, 1987 Natrona County, Wyoming

RECORDED March 22 1984 2:00 P.M.
IN BOOK 70 Oil FACE 378
FEES $4.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

200476

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-69181

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That S. Derksen and Dirk J. Derksen, her husband, 10 Wagon Wheel Drive, Appleton, Wisconsin 54911, 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
R. C. Altrogge	5250 Leetsdale Drive, #201 Denver, Colorado 80222	one-half of one percent

200477

RECORDED March 22 1984 2:00 P.
IN BOOK 70 D+O PAGE 379
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDevitt

Being in all a total of an undivided one-half of 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:

Township 27 North, Range 114 West, 6th P.M.
Section 32: Lots 1,2,3,4,5,6,7,8,10,11

Containing 314.32 acres, more or less.

WITNESS our hands this 23 day of January, 19 84

Witnesses:

Dianne B. Day

Linda A Balthazor

S. Derksen

Dirk J Derksen (Assignor's Spouse)

STATE OF WISCONSIN }
COUNTY OF OUTAGAMIE } ss.

On the day of January, 19 84, before me personally appeared S. Derksen and Dirk J. Derksen, her husband the signors of the above instrument, who duly acknowledged to me that they executed the same.

Mary Lou McLoke
Notary Public
Residing in Appleton, Wis

My commission expires:
April 15, 1984

379

380

ROYALTY ASSIGNMENT

This assignment made and entered into this _____ day of March, 1984,
by and between Patricia C. Alker and Henry A. Alker, her husband, Post Office Box 3168
San Francisco, California 94119
herein referred to as assignor, (whether one or more) and Spiro G. Vassilopoulos, 909 Rio Vista Circle SW,
Albuquerque, New Mexico 87105
_____ hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

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

One-Half of One Percent of Eight/Eighths (1/2 of 1% of 8/8ths)

of the market value at the wells as provided of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

Township 35 North, Range 115 West

Section 3: Lots 1,2,3,4, S/2N/2, S/2

Containing 638.0 acres, more or less

200493

RECORDED March 23 1984 3:00PM
BOOK 70 Oil & Gas PAGE 380
Linda Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevie

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 Patricia C. Alker, as lessee, bearing No. W-85926 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Patricia C. Alker
Patricia C. Alker, Assignor

Henry A. Alker, her husband

OFFICIAL SEAL
MADELEINE G. GONZALEZ
NOTARY PUBLIC — CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires August 22, 1986

STATE OF California
County of San Francisco } ss.

On this 13 day of March, 19 84, before me personally appeared Patricia C. Alker, Assignor, and Henry A. Alker, her husband to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires August 22, 1986
Madeleine G. Gonzalez
Notary Public

ORIGINAL

STATE OF Wyoming
County of Sublette } ss.
Of said County.
Linda Yake
County Clerk

I hereby certify that this instrument was filed for record on the 23rd day of March, A.D., 1984 at 3:00 o'clock; P m., and duly recorded in Book 70 Oil & Gas Page 380 of the Oil & Gas Records of Sublette County, Wyoming.

By Dorothy M. Stevie, Deputy
Rec. No. 200493 Fee: $

Return to PETROGRAM SERVICES
701 Carlisle Blvd. N.E.
Albuquerque, N.M. [redacted]06
Telephone: 505 2[redacted]6

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM AP[redacted]
OMB NO. 1004-0034
Expires: August 31, 1985

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

Lease Serial No.
W-15340

Lease effective date
October 1, 1968

PART I

. Assignee's Name

Diamond Shamrock Exploration Company

Address *(include zip code)*

P. O. Box 631, Amarillo, Texas 79173

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, nd/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)

Sublette County, Wyoming

*Township 27 North, Range 112 West, 6th P.M.
Sec. 24: E/2

Containing 320.00 acres, M/L

Zone 1: 12.5% operating rights from the surface to the stratigraphic equivalent of the depth of 4,900 feet as identified in the MMC - No. 1 Government Mobil test located in the SW/4 SE/4, Section 19, Township 27 North, Range 111 West, Wyoming.

200494

RECORDED March 23 1984 3:00 P.M.
IN BOOK 70 Misc PAGE 381
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 1st day of December, 19 83, but effective as between Assignor and Assignee November 1, 1983.

Diamond Chemicals Company
(formerly Diamond Shamrock Corporation)

(Assignor's Signature)

P. O. Box 631
(Assignor's Address)

William B. Nance
Attorney-in-fact

Amarillo (City) Texas (State) 79173 (Zip Code)

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

Assignee's Request for Approval is filed

with Lease W-796.

_____
(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.

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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 day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

The foregoing instrument was acknowledged before me this 1st day of December, 1983, by William B. Nance as Attorney-in-Fact, for Diamond Chemicals Company (formerly Diamond Shamrock Corporation).

Witness my hand and official seal.

Notary Public
410 - 17th Street, Suite 600
Denver, Colorado 80202

My Commission Expires: 10/14/84

provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

RETURN TO:
CLANAHAN, TANNER, DOWNING & KNOWLTON
715 - 17th STREET, SUITE 1950
DENVER, COLORADO 80202

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.

GPO 836 • 844

48-7738

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-15747

Lease effective date
November 1, 1968

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Diamond Shamrock Exploration Company

Address *(include zip code)*

P. O. Box 631, Amarillo, Texas 79173

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 27 North, Range 112 West, 6th P.M. Sec. 2: Lots 1, 2, 3, 5, 6, 7, S/2 NE/4, SE/4 NW/4 Containing 284.11 acres, M/L 200495	

RECORDED March 23, 1984 3:00 P M
IN BOOK 70 Oil & Gas PAGE 383
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ehmen

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	All
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 December, 19 83, but effective as between Assignor and Assignee November 1, 1983.

Diamond Chemicals Company
(formerly Diamond Shamrock Corporation)

William B. Nance
(Assignor's Signature)

P. O. Box 631
(Assignor's Address)

William B. Nance
Attorney-in-fact

Amarillo Texas 79173
(City) (State) (Zip Code)

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

with Lease W-7746.

(Title) (Date)

NOTE: [illegible] are exact reproductions of one sheet of both sides of this official form in accord-

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 day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

The foregoing instrument was acknowledged before me this 1st day of December, 1983, by William B. Nance as Attorney-in-Fact, for Diamond Chemicals Company (formerly Diamond Shamrock Corporation).

Witness my hand and official seal.

My Commission Expires: 10/14/84

Notary Public
410 - 17th Street, Suite 600
Denver, Colorado 80202

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.

RETURN TO:
CLANAHAN, TANNER, DOWNING & KNOWLTON
718 - 17th STREET, SUITE 1950
DENVER, COLORADO 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

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

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

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

GPO 837 - 559

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

48-7814
FORM AP[redacted]
OMB NO. 1004–0034
Expires: August 31, 1985

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

Lease Serial No.
W-2108

Lease effective date
November 1, 1966

PART I

1. Assignee's Name

Diamond Shamrock Exploration Company

Address *(include zip code)*

P. O. Box 631, Amarillo, Texas 79173

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)

200496

RECORDED March 23 1984 3:00 P M
IN BOOK 701 Oil PAGE 385
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwain

Sublette County, Wyoming

*Township 27 North, Range 112 West, 6th P.M.
Sec. 24: SW/4 NW/4

Containing 40.00 acres, m/l

25% operating rights from the surface to the stratigraphic equivalent of the depth of 4,900 feet as identified in the MMC-No. 1 Government Mobil test located in the SW/4 SE/4 of Sec. 19, T27N, R111W, Sublette County, Wyoming.

Sec. 24: NW/4 NW/4, W/2 SW/4
Sec. 25: W/2

Containing 440.00 acres, m/l

12.5% operating rights from the surface to the stratigraphic equivalent of the depth of 4,900 feet as identified in the MMC-No. 1 Government Mobil test located in the SW/4 SE/4 of Sec. 19, T27N, R111W, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 1st day of December, 19 83, but effective as between Assignor and Assignee November 1, 1983.

Diamond Chemicals Company
(Formerly Diamond Shamrock Corporation)

(Assignor's Signature)

P. O. Box 631
(Assignor's Address)

William B. Nance
Attorney-in-fact

Amarillo (City) Texas (State) 79173 (Zip Code)

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

Assignee's Request for Approval is filed

with Lease W-1052.

(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.

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)

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

The foregoing instrument was acknowledged before me this 1st day of December, 1983, by William B. Mance as Attorney-in-Fact, for Diamond Chemicals Company (formerly Diamond Shamrock Corporation).

Witness my hand and official seal.

My Commission Expires: 10/14/84

Lee Mayson
Notary Public
410 - 17th Street, Suite 600
Denver, Colorado 80202

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

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

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

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

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

RETURN TO:
CLANAHAN, LANNER, DOWNING & KNOWLTON
718 - 17th STREET, SUITE 1950
DENVER, COLORADO 80202

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.

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE 20049

Lease Serial No.
W-15747

Lease effective date
November 1, 1968

PART I

RECORDED March 23 1984 3:00 P M
IN BOOK 70 Oil & Gas PAGE 387
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lawrence

1. Assignee's Name

Diamond Shamrock Exploration Company

Address *(include zip code)*

P. O. Box 631, Amarillo, Texas 79173

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)
Sublette County, Wyoming

*Township 27 North, Range 112 West, 6th P.M.
Sec. 2: Lots 1, 2, S/2 NE/4

Zone 1: 30% operating rights limited from the surface of the earth down to the stratigraphic equivalent of 9,500 feet as encountered in the Split River Federal 31-2 well located in Lot 2, Section 2, Township 27 North, Range 112 West, 6th P.M.

Zone 2: 25% operating rights below the stratigraphic equivalent of 9,500 feet as encountered in the Split River Federal 31-2 well located in Lot 2, Section 2, Township 27 North, Range 112 West, 6th P.M.

Sec. 2: Lots 3, 5, 6, 7, SE/4 NW/4

Zone 1: 28% operating rights limited from the surface of the earth down to the stratigraphic equivalent of 9,500 feet as encountered in the Split River Federal 31-2 well located in Lot 2, Section 2, Township 27 North, Range 112 West, 6th P.M.

Zone 2: 25% operating rights below the stratigraphic equivalent of 9,500 feet as encountered in the Split River Federal 31-2 well located in Lot 2, Section 2, Township 27 North, Range 112 West, 6th P.M.

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 1st day of December, 19 83, but effective as between Assignor and Assignee November 1, 1983.

Diamond Chemicals Company
(formerly Diamond Shamrock Corporation)

(Assignor's Signature)

P. O. Box 631
(Assignor's Address)

William B. Nance
Attorney-in-fact

Amarillo Texas 79173
(City) (State) (Zip Code)

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

Assignee's Request for Approval is filed

with Lease [illegible].

(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.

387

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)

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

The foregoing instrument was acknowledged before me this 1st day of December, 1983, by William B. Nance as Attorney-in-Fact, for Diamond Chemicals Company (formerly Diamond Shamrock Corporation).

Witness my hand and official seal.

Notary Public
410 - 17th Street, Suite 600
Denver, Colorado 80202

My Commission Expires: 10/14/84

provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

RETURN TO:
CLANAHAN, TANNER, DOWNING & KNOWLTON
718 - 17th STREET, SUITE 1950
DENVER, COLORADO 80202

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.

GPO 836 • 844

NO. 3G --ASSIGNMENT OF ROYALTY

Billings Blue Print
Billings, Montana

Assignment of Royalty

KNOW ALL MEN BY THESE PRESENTS. That CARIBOU FOUR CORNERS, INC.

of AFTON, WYOMING, *for and in consideration of the sum of* ONE AND NO/100----------*Dollars, and other good and valuable considerations, in hand paid by* A.D. MORGAN *of* BILLINGS, MONTANA *hereinafter called assignee, the receipt of which is hereby acknowledged and confessed, do hereby sell, assign, transfer, convey, and set over unto the said assignee, all of* ~~XXXX

390

STATE OF .....
COUNTY OF .....
} ss.

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

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

and.....

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

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

My Commission Expires.....

.....
Notary Public.

STATE OF .....
COUNTY OF .....
} ss.

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

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

and.....

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

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

My Commission Expires.....

.....
Notary Public.

State of WYOMING
County of LINCOLN
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 21st day of December, A. D. 19 83, before me personally appeared LARRY A. CALL, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CARIBOU FOUR CORNERS, INC.

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 21st day of DECEMBER, A. D. 19 83

(SEAL)

Kenna M. Stanton
Notary Public.

My Commission expires 8/4/84

No.....

FROM

.....

TO

.....

.....

Dated.....

No. Acres.....

.....County,.....

Term.....

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

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
U-42230

Lease effective date
12-01-73

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

W. A. Moncrief Jr.

Address *(include zip code)*

9th and Commerce, Fort Worth, Texas 76102

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

2. Describe the lands affected by this assignment

Township 23 North, Range 109 West 6th P.M.

Section 18: Lots 3, 4, E½SW¼, SE¼
Section 19: Lots 1, 2, 3, 4, E½, E½W½
Containing 830.73 acres more or less
Sublette County, Wyoming

200513

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED March 26 1984 2:00 P M
IN BOOK 70 Misc PAGE 391
FEE $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shuire

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 12th day of September 19 83

W. A. Moncrief
(Assignor's Signature)

5670 S. Syracuse Cir. #418
(Assignor's Address)

Englewood Co 80111
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983

By J. C. Scott
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

MAR 13 1984
(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.

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FOR ASSIGNEE

392

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 20 day of Sept., 1983.

H. E. Moncrief Jr.
(Assignee's Signature)

MONCRIEF BLDG.
9th AT COMMERCE
(Assignee's Address)
FORT WORTH, TEXAS 76102
(City) (State) (Zip Code)

Individual

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On the 12th day of September, 1983, personally appeared before me F.W. Baumgartner, the signer(s) of the above instrument, who duly acknowledged to me that he (she or they) executed the same.

WITNESS my hand and official seal.

My Commission Expires:

8/5/86

Jayne Kellner (Penn)
Notary Public

Place of Residence:

2426 S. Josephine

JAYNE KELLNER NOTARY PUBLIC

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.

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.

200514

ASSIGNMENT OF OIL AND GAS LEASES

RECORDED March 24, 1984 2:00 PM
IN BOOK 70 Ores PAGE 393
FEES 13.25 Lana Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M Stearns

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 the Assignees listed below (hereinafter collectively referred to as "ASSIGNEE"), in the proportions set out beside their respective names, 83.963755 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 Sweetwater County, Wyoming more fully described on said Exhibit "A".

Energetics 1981 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	4.645000%
Energetics 1981 Stroh Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	1.210000%
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	16.331250%
Guaranty Energy Group 1981 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.887000%
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, California 94643	18.750000%
Burton G. Ross, Trustee for the Darryl P. Ekstrom 1981 B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	.326250%
Encore Exploration 1981 - LC. L.P. C/O Cramer Rosenthal & Co. 707 Westchester Avenue, Suite 400 White Plains, New York 10604	30.000000%
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	1.814250%

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 Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

Heron Prospect
WY-582, State #10-16

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

4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

5. This Assignment is made subject to the terms and conditions of that certain Farmout Agreement dated April 28, 1982, as amended June 29, 1982, by and between General American Oil Company of Texas, Farmor and Energetics, Inc., a Colorado corporation, Farmee and that certain Assignment of Oil and Gas Lease dated January 14, 1983, recorded in Book 67, Page 527, Sublette County, Wyoming.

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, although executed in multiple counterpart originals, is effective as of the date of first production from the State #10-16 Well as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY (ASSIGNOR)

By: Joseph C Mencin mlb
Joseph C. Mencin
Attorney-in-fact

ENERGETICS 1981 YEAR-END LIMITED PARTNERSHIP

By: _____

ENERGETICS 1981 STROH YEAR-END LIMITED PARTNERSHIP

By: _____

GENERAL HYDROCARBONS 1981 X OIL & GAS PROGRAM

By: _____

GUARANTY ENERGY GROUP 1981

By: _____

ATTEST

KAISER ENERGY, INC.

_____

By: _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 20th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1986

Betty A. Herald
Notary Public

PARTNERSHIP

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th day of March, 1984, by Darryl P. Ekstrom, [President of Questex Energy Inc., a Minnesota corporation,]* general partner, on behalf of Questex Energy Program 1981B, a Minnesota limited partnership. Witness my hand and official seal.

My commission expires:

March 13, 1990

Diane M. Vruno
Notary Public

Residence Minneapolis, Minnesota
(City, State)

Address 19 South First Street
Minneapolis, Minnesota 55402

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

(SEAL)

DARRYL P. EKSTROM 1981 B TRUST

By: Burton G. Ross

ENCORE EXPLORATION 1981 - LC. L.P.

By: _____

QUESTEX ENERGY PROGRAM 1981 B

By: Darryl P. Ekstrom

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Before me personally appeared Burton G. Ross to me known to be the individual described in and who executed the foregoing instrument as Trustee of DARRYL P. EKSTROM 1981 B TRUST and acknowledged that he executed such instrument as Trustee of the Darryl P. Ekstrom 1981 B Trust and for the purpose stated therein, on this 21st day of March, 1984 , on this 21st day of March, 1984.

(Notary Seal)

Carol A. Dufault

CAROL A. DUFAULT
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
MY COMMISSION EXPIRES APR. 6, 1984

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated this 20th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
14134	ST-W-72-28068	Betty B. Shaffer	11/2/72	Township 27 North, Range 111 West Section 16: NW/4 Limited in depth from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet as encountered in the Heron #10-16 Well located in the NE/4NW/4 of Section 16: T-27-N, R-111-W, Sublette County, Wyoming.	Not Available	

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and BIRD CANYON DEVELOPMENT-1982, L.P., a Colorado limited partnership ("Assignee"), 116 Inverness Drive East, Englewood, Colorado 80112.

Recitals

A. Assignor has entered into various contracts, farmouts and other agreements (the "Farmouts") with various third parties, which Farmouts are more specifically described in Exhibit A attached hereto and made a part hereof.

B. Pursuant to the terms of the Farmouts Assignor has earned or has the right to earn interests in the lease-hold estates created by the oil and gas leases described on Exhibit A (the "Leases") insofar as the Leases cover or relate to the land described on Exhibit A (the "Land").

C. Effective as of the effective date of this Assignment and Agreement, Assignee acquired a portion of Assignor's rights and interests in, to and under the Farm-outs; and this Assignment and Agreement is executed to form-ally confirm and memorialize the assignment by Assignor to Assignee of Assignee's interest in the Farmouts and the Leases, to confirm and memorialize Assignee's assumption of its responsibilities and obligations under the Farmouts and to provide for the arrangement whereby Assignor will hold legal, record title (but not Assignee's beneficial title or interest) in and to Assignee's interest in and to the lease-hold estates created by the Leases, the Land and production therefrom or attributable thereto until formal assignments of legal, record title are made by Assignor to Assignee.

Assignment and Agreement

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignment. (a) Assignor hereby grants, bargains, sells, conveys and assigns to Assignee an undivided 28.6 percent interest in and to the interests and rights of or at any time acquired by, Assignor in, under, pursuant to and by virtue of the Farmouts.

(b) Assignor hereby grants, bargains, sells, conveys and assigns to Assignee, whether now owned or here-after acquired, Assignee's proportionate share (as Assignee is entitled by virtue of the assignment in Paragraph 1(a) above) in and to the leasehold estates created by the Leases, the Land and all production therefrom or attributa-ble thereto.

(c) The assignments contained in (a) and (b) of this Paragraph 1 are, and the assignments made pursuant to Paragraph 2 below when made will be, subject to all of the terms and conditions of the Farmouts, applicable exist-ing operating agreements, the applicable lease burdens of record and the overriding royalty obligation to Energetics Royalty Corporation as more specifically described in that certain Private Offering Memorandum for Encore Exploration 1982-DEV, L.P., dated August 23, 1982.

200546

RECORDED March 28 1984 8:00 A M
IN BOOK 70 O & G PAGE 398
FEES $13.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Keene

2. Assumption. Assignee agrees to bear and assume its proportionate share of its responsibilities, expenses and obligations under the terms of the Farmouts and agrees to be bound by the terms thereof.

3. Nominee Agreement. Until formal assignments of legal, record title are made by Assignor to Assignee, Assignor shall hold legal, record title to Assignee's share in and to the leasehold estates created by the Leases, the Land and all production therefrom or attributable thereto for the benefit of Assignee, and Assignor shall have no beneficial interest therein whatsoever. As soon as practicable after Assignor receives formal assignments of the Leases under the terms of the Farmouts, Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered to Assignee, formal assignments of Assignee's legal, record title in and to the Leases, including without limitation, assignments of record title in proper and recordable form and assignments on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Such assignments shall indicate the specific leasehold interests being assigned and shall contain special warranties of title by Assignor with respect to such interests.

4. Further Assurances. Without limiting Assignor's obligations under Paragraph 2, above, Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such other instruments and take such other actions as may be necessary or advisable to carry out its obligations under this Assignment and Agreement.

5. Parties in Interest. This Assignment and Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

This Assignment and Agreement is dated to be effective for all purposes with respect to each Farmout and the underlying leasehold interests subject thereto as of November 23, 1982 or the date of such Farmout whichever date is the later.

ENERGETICS OPERATING COMPANY

By: _____
~~President~~
Chairman & CEO

Attest:

Bruce R. DeRoer
~~Asst.~~ Secretary

[SEAL]

BIRD CANYON DEVELOPMENT-1982, L.P.

By: EPI-I, INC., a Delaware corporation, General Partner

Attest:

Secretary

By: _____
President
Chairman & CEO

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 23rd day of March, 1984 by Jerran P. Smith as Chairman President of ENERGETICS OPERATING COMPANY, a Colorado corporation, on behalf of such corporation.

(SEAL)

Marguerite C. Scott
Notary Public

Name: _____
Address: 6892 S. Spotswood
Littleton, Colo. 80120

My commission expires: May 13, 1984

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 23rd day of March, 1984 by Jerran P. Smith as Chairman President of EPI-I, INC., a Delaware corporation, on behalf of such corporation, as general partner of Bird Canyon Development-1982, L.P.

(SEAL)

Marguerite C. Scott
Notary Public

Name: _____
Address: 6892 S. Spotswood
Littleton, Colo. 80120

My commission expires: May 13, 1984

5346H

Exhibit "A"

Attached to and made a part of that certain Assignment and Agreement, between ENERGETICS OPERATING COMPANY AND BIRD CANYON DEVELOPMENT - 1982, L. P. and executed March __, 1984 effective as of the dates provided therein.

CONTRACT NO. & WELL NAME	AGREEMENT DATE	PARTIES	LANDS AND LEASES				
			LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK PAGE
WY-650-1 Walstrom-Federal 30-1	5/4/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Presidio Exploration Farmoutor/Assignor	USA-W-64985	L. A. Walstrom, Jr.	10/1/78	T-27-N, R-112-W Sec. 1: SW/4 Sec. 2: Lot 8, NE/4SW/4, S/2SW/4, SE/4 Sec. 12: N/2NW/4 Sublette County, WY	Unrecorded
WY-651-1 Esposito Federal 40-20, 40-29 & 40-32	4/22/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-77883	Freda Esposito	7/1/76	T-28-N, R-111-W Sec. 20: E/2 Sec. 29: E/2 Sec. 32: E/2 Sublette County, WY	Unrecorded
WY-581-1 Federal 10-9	4/29/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-42781	Arthur N. Rupe	1/1/74	T-27-N, R-111-W Sec. 9: W/2 Sublette County, WY	Unrecorded

401

CONTRACT NO. & WELL NAME	AGREEMENT DATE	PARTIES	LANDS AND LEASES				RECORDED	
			LESSOR	LESSEE	LEASE DATE	DESCRIPTION	BOOK	PAGE
WY-015-1 Federal 20-14	6/13/83	Energetics Operating Company Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-64986	Belco Petroleum Corporation	10/1/78	T-27-N, R-112-W Sec. 11: S/2 Sec. 14: N/2 Sublette County, WY	Unrecorded	
WY-467-2 Haun Federal 20-8 Haun Federal 40-8	7/16/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-38503	W. G. Haun	3/1/73	T-26-N, R-111-W Sec. 8: E/2 Lincoln County, WY	103 193	402 401
WY-467-5 Lansdale Federal 10-8	11/1/82	Energetics Operating Company Farmoutee/Assignee Natural Gas Corporation of California, Pacific Transmission Supply Company, Chorney Oil Company Farmoutor/Assignor	USA-W-42286	A. Lansdale	12/1/73	T-26-N, R-111-W Sec. 8: N/2NW/4, SE/4NW/4 Lincoln County, WY	Unrecorded	
WY-467-6 Lansdale Federal 10-8	4/30/83	Energetics Operating Company Farmoutee/Assignee Belco Petroleum Company Farmoutor/Assignor	USA-W-42286	A. Lansdale	12/1/73	T-26-N, R-111-W Sec. 8: N/2NW/4, SE/4NW/4 Lincoln County, WY	Unrecorded	

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and ENCORE EXPLORATION 1982-DEV, L.P., a Colorado limited partnership ("Assignee"), 116 Inverness Drive East, Englewood, Colorado 80112.

Recitals

A. Assignor has entered into various contracts, farmouts and other agreements (the "Farmouts") with various third parties, which Farmouts are more specifically described in Exhibit A attached hereto and made a part hereof.

B. Pursuant to the terms of the Farmouts Assignor has earned or has the right to earn interests in the lease-hold estates created by the oil and gas leases described on Exhibit A (the "Leases") insofar as the Leases cover or relate to the land described on Exhibit A (the "Land").

C. Effective as of the effective date of this Assignment and Agreement, Assignee acquired a portion of Assignor's rights and interests in, to and under the Farm-outs; and this Assignment and Agreement is executed to form-ally confirm and memorialize the assignment by Assignor to Assignee of Assignee's interest in the Farmouts and the Leases, to confirm and memorialize Assignee's assumption of its responsibilities and obligations under the Farmouts and to provide for the arrangement whereby Assignor will hold legal, record title (but not Assignee's beneficial title or interest) in and to Assignee's interest in and to the lease-hold estates created by the Leases, the Land and production therefrom or attributable thereto until formal assignments of legal, record title are made by Assignor to Assignee.

Assignment and Agreement

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignment. (a) Assignor hereby grants, bargains, sells, conveys and assigns to Assignee an undivided 52.5 percent interest in and to the interests and rights of or at any time acquired by, Assignor in, under, pursuant to and by virtue of the Farmouts.

(b) Assignor hereby grants, bargains, sells, conveys and assigns to Assignee, whether now owned or here-after acquired, Assignee's proportionate share (as Assignee is entitled by virtue of the assignment in Paragraph 1(a) above) in and to the leasehold estates created by the Leases, the Land and all production therefrom or attributa-ble thereto.

(c) The assignments contained in (a) and (b) of this Paragraph 1 are, and the assignments made pursuant to Paragraph 2 below when made will be, subject to all of the terms and conditions of the Farmouts, applicable exist-ing operating agreements, the applicable lease burdens of record and the overriding royalty obligation to Energetics Royalty Corporation as more specifically described in that certain Private Offering Memorandum for Encore Exploration 1982-DEV, L.P., dated August 23, 1982.

200547

RECORDED March 28 1984 8:00 A M
IN BOOK 70 Ox 8 PAGE 403
FEES $13.00 Sheryl Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

2. Assumption. Assignee agrees to bear and assume its proportionate share of its responsibilities, expenses and obligations under the terms of the Farmouts and agrees to be bound by the terms thereof.

3. Nominee Agreement. Until formal assignments of legal, record title are made by Assignor to Assignee, Assignor shall hold legal, record title to Assignee's share in and to the leasehold estates created by the Leases, the Land and all production therefrom or attributable thereto for the benefit of Assignee, and Assignor shall have no beneficial interest therein whatsoever. As soon as practicable after Assignor receives formal assignments of the Leases under the terms of the Farmouts, Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered to Assignee, formal assignments of Assignee's legal, record title in and to the Leases, including without limitation, assignments of record title in proper and recordable form and assignments on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Such assignments shall indicate the specific leasehold interests being assigned and shall contain special warranties of title by Assignor with respect to such interests.

4. Further Assurances. Without limiting Assignor's obligations under Paragraph 2, above, Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such other instruments and take such other actions as may be necessary or advisable to carry out its obligations under this Assignment and Agreement.

5. Parties in Interest. This Assignment and Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

This Assignment and Agreement is dated to be effective for all purposes with respect to each Farmout and the underlying leasehold interests subject thereto as of November 23, 1982 or the date of such Farmout whichever date is the later.

ENERGETICS OPERATING COMPANY

By: _____
~~President~~
Chairman & CEO

Attest:

Bruce R DeFoe
~~Asst.~~ Secretary

[SEAL]

2. Assumption. Assignee agrees to bear and assume its proportionate share of its responsibilities, expenses and obligations under the terms of the Farmouts and agrees to be bound by the terms thereof.

3. Nominee Agreement. Until formal assignments of legal, record title are made by Assignor to Assignee, Assignor shall hold legal, record title to Assignee's share in and to the leasehold estates created by the Leases, the Land and all production therefrom or attributable thereto for the benefit of Assignee, and Assignor shall have no beneficial interest therein whatsoever. As soon as practicable after Assignor receives formal assignments of the Leases under the terms of the Farmouts, Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered to Assignee, formal assignments of Assignee's legal, record title in and to the Leases, including without limitation, assignments of record title in proper and recordable form and assignments on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Such assignments shall indicate the specific leasehold interests being assigned and shall contain special warranties of title by Assignor with respect to such interests.

4. Further Assurances. Without limiting Assignor's obligations under Paragraph 2, above, Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such other instruments and take such other actions as may be necessary or advisable to carry out its obligations under this Assignment and Agreement.

5. Parties in Interest. This Assignment and Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

This Assignment and Agreement is dated to be effective for all purposes with respect to each Farmout and the underlying leasehold interests subject thereto as of November 23, 1982 or the date of such Farmout whichever date is the later.

ENERGETICS OPERATING COMPANY

By: _____
~~President~~
Chairman & CEO

Attest:

Bruce R DeFoe
~~Asst.~~ Secretary

[SEAL]

Exhibit "A"

Attached to and made a part of that certain Assignment and Agreement, between ENERGETICS OPERATING COMPANY and ENCORE EXPLORATION 1982-DEV, L.P. and executed March __, 1984 effective as of the dates provided therein.

CONTRACT NO. & WELL NAME	AGREEMENT DATE	PARTIES	LANDS AND LEASES				
			LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK PAGE
WY-650-1 Walstrom-Federal 30-1	5/4/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Presidio Exploration Farmoutor/Assignor	USA-W-64985	L. A. Walstrom, Jr.	10/1/78	T-27-N, R-112-W Sec. 1: SW/4 Sec. 2: Lot 8, NE/4SW/4, S/2SW/4, SE/4 Sec. 12: N/2NW/4 Sublette County, WY	Unrecorded
WY-651-1 Esposito Federal 40-20, 40-29 & 40-32	4/22/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-77883	Freda Esposito	7/1/76	T-28-N, R-111-W Sec. 20: E/2 Sec. 29: E/2 Sec. 32: E/2 Sublette County, WY	Unrecor
WY-581-1 Federal 10-9	4/29/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-42781	Arthur N. Rupe	1/1/74	T-27-N, R-111-W Sec. 9: W/2 Sublette County, WY	Unrecorded

[redacted] RACT NO. / WELL NAME	AGREEMENT DATE	PARTIES	LANDS AND LEASES: LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED: BOOK	PAGE
WY-015-1 Federal 20-14	6/13/83	Energetics Operating Company Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-64986	Belco Petroleum Corporation	10/1/78	T-27-N, R-112-W Sec. 11: S/2 Sec. 14: N/2 Sublette County, WY	Unrecorded	
WY-467-2 Haun Federal 20-8 Haun Federal 40-8	7/16/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation Farmoutor/Assignor	USA-W-38503	W. G. Haun	3/1/73	T-26-N, R-111-W Sec. 8: E/2 Lincoln County, WY	103 193	402 401
[redacted]467-5 Lansdale Federal 10-8	11/1/82	Energetics Operating Company Farmoutee/Assignee Natural Gas Corporation of California, Pacific Transmission Supply Company, Chorney Oil Company Farmoutor/Assignor	USA-W-42286	A. Lansdale	12/1/73	T-26-N, R-111-W Sec. 8: N/2NW/4, SE/4NW/4 Lincoln County, WY	Unrecorded	
WY-467-6 Lansdale Federal 10-8	4/30/83	Energetics Operating Company Farmoutee/Assignee Belco Petroleum Company Farmoutor/Assignor	USA-W-42286	A. Lansdale	12/1/73	T-26-N, R-111-W Sec. 8: N/2NW/4, SE/4NW/4 Lincoln County, WY	Unrecorded	
[redacted]								

Form 3106-5
(October 1982)

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.
Wyoming 65482
Lease effective date
February 1, 1979
FOR BLM OFFICE USE ONLY
New Serial No.

PART I

1. Assignee's Name
WLM Corp. (f.n.)

Address *(include zip code)*
2101 McKinney Avenue
Dallas, Texas 75201

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

2. Describe the lands affected by this assignment

T. 29 N., R. 103 W., 6th P.M.

Section 13: All,
Section 14: E½, SW¼SW¼,
Section 15: N½NE¼NE¼, S½NW¼, SW¼, W½SE¼, SE¼SE¼, S½NE¼SE¼,
Section 17: All,

Containing 2040.00 acres, more or less, Sublette County, Wyoming

Assignment approved as to lands described below

200553

RECORDED March 28 1984 2:00 P.M.
BOOK 70 Oil & G PAGE 408
Sue Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

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 6th day of January, 1984

CAPORALE EXPLORATION COMPANY

By Carol J. DeLois
(Assignor's Signature)
Carol J. DeLois, President

434 Sierra Drive
(Assignor's Address)

Cheyenne, Wyoming 82009
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 provisions of 43 CFR 3106.

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 6th day of January, 1984

WYOMING LAND AND MINERALS CORP.
Paul Colaccechi, VP/Secty
(Assignee's Signature)
PAUL COLACCECCHI, VP/SECTY

2101 McKinney Ave
(Assignee's Address)

DALLAS, TX 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.

INSTRUCTIONS

R I D E R

Assignee may surrender or relinquish its interest in said lease to the lessor only after having offered reassignment of said lease to assignor, such offer to reassign to be made at least forty-five (45) days prior to the anniversary date of the lease. Assignor agrees to notify assignee of its acceptance or rejection of such offer within fifteen (15) days after receipt of offer to reassign and if such notification of acceptance or rejection has not been received by assignee within fifteen (15) days after receipt of such offer to reassign, assignee may then proceed to relinquish and surrender said lease to the lessor.

AJD

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 6th day of January, 1984, before me personally appeared Carol J. DeLois, to me personally known, who, being by me duly sworn, did say that she is the President of Caporale Exploration Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Carol J. DeLois acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of January, 1984.

LaVonna L. Beardsley - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Sept. 3, 1984

LaVonna L. Beardsley
Notary Public

My commission expires:

STATE OF TEXAS

COUNTY OF DALLAS

On this 6th day of January, 1984, before me personally appeared Paul Colacecchi, to me personally known, who being by me duly sworn, did say that he is the Vice-President/Secretary of Wyoming Land & Minerals Corproation 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 Paul Colacecchi acknowledged said instrument to be the free act and deed of said corporation.

Corporate Seal

Witness my hand and seal this 6th day of January, 1984.

Kathryn A. Mueske
Notary Public

My Commission Expires:

1/11/86

411

Form 3106 - 5
(October 1982)

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.
Wyoming 65485

Lease effective date
February 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

WLM Corp (f.n.)

Address *(include zip code)*
2101 McKinney Avenue
Dallas, Texas 75201

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

2. Describe the lands affected by this assignment

T. 29 N., R. 103 W., 6th P.M.

Section 16: Lots 1, 2, 3, 4, E½, E½W½,
Section 20: N½, W½SE¼,
Section 21: All,
Section 22: All,

Containing 2317.44 acres, more or less, Sublette County, Wyoming

Assignment approved as to lands described below

200554

March 28 1984 2:00 P.M.
70 Or S
8 Sandy Yake
COUNTY CLERK
WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	**100%**
4. Specify interest or percent of record title interest being retained by assignor, if any	**None**
5. Specify overriding royalty being reserved by assignor	**None**
6. Specify overriding royalty previously reserved or conveyed, if any	**5% of 8/8ths**

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 **6th** day of **January**, 19 **84**.

CAPORALE EXPLORATION COMPANY

By Carol J. DeLois
(Assignor's Signature)
Carol J. DeLois, President

434 Sierra Drive
(Assignor's Address)

Cheyenne, Wyoming 82009
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 [redacted] produced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] rm in accordance with [redacted] s of 43 CFR 3106.

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 6th day of January, 1984

Wyoming Land and Minerals Corp.
Paul Colaccechi, VP/Secty
(Assignee's Signature)
PAUL COLACCECCHI, VP/Secty

2101 McKinney Ave
(Assignee's Address)

Dallas, Tx 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.

INSTRUCTIONS

R I D E R

Assignee may surrender or relinquish its interest in said lease to the lessor only after having offered reassignment of said lease to assignor, such offer to reassign to be made at least forty-five (45) days prior to the anniversary date of the lease. Assignor agrees to notify assignee of its acceptance or rejection of such offer within fifteen (15) days after receipt of offer to reassign and if such notification of acceptance or rejection has not been received by assignee within fifteen (15) days after receipt of such offer to reassign, assignee may then proceed to relinquish and surrender said lease to the lessor.

cjd

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 6th day of January, 1984, before me personally appeared Carol J. DeLois, to me personally known, who, being by me duly sworn, did say that she is the President of Caporale Exploration Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Carol J. DeLois acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of January, 1984.

LaVonna L. Beardsley - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Sept. 3, 1984

LaVonna L. Beardsley
Notary Public

My commission expires:

412

STATE OF TEXAS

COUNTY OF DALLAS

On this 18TH day of January, 1984, before me personally appeared Paul Colacecchi, to me personally known, who being by me duly sworn, did say that he is the Vice-President/Secretary of Wyoming Land & Minerals Corproation 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 Paul Colacecchi acknowledged said instrument to be the free act and deed of said corporation.

Corporate Seal

Witness my hand and seal this 18th day of January, 1984.

Kathryn A. Muscha
Notary Public

My Commission Expires:

1/11/86

Form 3106 - 5
(October 1982)

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.
Wyoming 65484

Lease effective date
December 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

WLM Corp. (f.n.)

Address *(include zip code)*
2101 McKinney Avenue
Dallas, Texas 75201

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

2. Describe the lands affected by this assignment

T. 29 N., R. 103 W., 6th P.M.

Section 23: NE¼NE¼, SE¼NW¼, W½NW¼, S½,
Section 24: N½N½, NW¼SE¼, SE¼SE¼, SW¼,

Containing 880.00 acres, more or less, Sublette County, Wyoming

Assignment approved as to lands described below

200555

Filed March 28 1984 2:00 P M
in Book 70 Oil & Gas Page 414
Sublette County Clerk
Sublette County, Pinedale, Wyoming
by Dorothy M. Lewis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	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 6th day of January, 19 84.

CAPORALE EXPLORATION COMPANY

By Carol J. DeLois
(Assignor's Signature)
Carol J. DeLois, President

434 Sierra Drive
(Assignor's Address)

Cheyenne, Wyoming 82009
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 provisions of 43 CFR 3106.

415

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 6th day of January, 1984.

Wyoming Land and Minerals Corp.
Paul Colacecchi, VP/Secty
(Assignee's Signature)
Paul Colacecchi, VP/Secty

2101 McKinney Ave
(Assignee's Address)

Dallas, Tx 75201
(City) (State) (Zip Code)

R I D E R

Assignee may surrender or relinquish its interest in said lease to the lessor only after having offered reassignment of said lease to assignor, such offer to reassign to be made at least forty-five (45) days prior to the anniversary date of the lease. Assignor agrees to notify assignee of its acceptance or rejection of such offer within fifteen (15) days after receipt of offer to reassign and if such notification of acceptance or rejection has not been received by assignee within fifteen (15) days after receipt of such offer to reassign, assignee may then proceed to relinquish and surrender said lease to the lessor.

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 6th day of January, 1984, before me personally appeared Carol J. DeLois, to me personally known, who, being by me duly sworn, did say that she is the President of Caporale Exploration Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Carol J. DeLois acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of January, 1984.

LaVonna L. Beardsley - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Sept. 3, 1984

LaVonna L Beardsley
Notary Public

My commission expires:

[redacted] [redacted] [redacted]

STATE OF TEXAS

COUNTY OF DALLAS

On this 6th day of January, 1984, before me personally appeared Paul Colacecchi, to me personally known, who being by me duly sworn, did say that he is the Vice-President/Secretary of Wyoming Land & Minerals Corproation 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 Paul Colacecchi acknowledged said instrument to be the free act and deed of said corporation.

Corporate Seal

Witness my hand and seal this 6th day of January, 1984.

Kathryn A. Musake
Notary Public

My Commission Expires:

1/11/86

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 the Assignees listed below (hereinafter collectively referred to as "ASSIGNEE"), in the proportions set out beside their respective names, 50.676438% 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 Sweetwater County, Wyoming more fully described on said Exhibit "A".

Energetics 1981 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	3.019250%
Energetics 1981 Stroh Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.786500%
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.615312%
Guaranty Energy Group 1981 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	7.076550%
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, California 94643	12.187500%
Burton G. Ross, Trustee for the Darryl P. Ekstrom 1981 B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	.212063%
Encore Exploration 1981 - LC. L.P. C/O Cramer Rosenthal & Co., 707 Westchester Avenue, Suite 409 White Plains, New York 10604	15.600000%
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	1.179263%

200556

RECORDED March 28 1984 at 2:00 o'clock P.M. BOOK 417
IN BOOK 170 of Deeds PAGE
FEES $13.35 Jacqueline Yake SWEETWATER COUNTY, WYOMING
Deputy Mc Allister

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 Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

Heron Prospect
WY-332

[redacted] [redacted] [redacted]

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

4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

5. This Assignment is made subject to the terms and conditions of that certain Farmout Agreement dated April 28, 1982, as amended June 29, 1982, by and between General American Oil Company of Texas, Farmor and Energetics, Inc., a Colorado corporation, Farmee and that certain Assignment of Oil and Gas Lease dated January 14, 1983, recorded in Book 67, Page 527, Sublette County, Wyoming.

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, although executed in multiple counterpart originals, is effective for all purposes as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY (ASSIGNOR)

By: Joseph C. Mencin mdb
Joseph C. Mencin, Attorney-in-fact

ENERGETICS 1981 YEAR-END LIMITED PARTNERSHIP

By: _____

ENERGETICS 1981 STROH YEAR-END LIMTED PARTNERSHIP

By: _____

GENERAL HYDROCARBONS 1981 X OIL AND GAS PROGRAM

By: _____

GUARANTY ENERGY GROUP 1981

By: _____

ATTEST:

KAISER ENERGY, INC.

_____

By: _____

DARRYL P. EKSTROM 1981 B TRUST

By: _____

ENCORE EXPLORATION 1981 - LC. L.P.

By: _____

QUESTEX ENERGY PROGRAM 1981 B

By: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Before me personally appeared Burton G. Ross to me known to be the individual described in and who executed the foregoing instrument as Trustee of DARRYL P. EKSTROM 1981 B TRUST and acknowledged that he executed such instrument as Trustee of the Darryl P. Ekstrom 1981 B Trust and for the purpose stated therein, on this 21st day of March, 1984.

(Notary Seal)

_____

CAROL A. DUFAULT
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
MY COMMISSION EXPIRES APR. 6, 1984

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joseph C. Mencin, Attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 26th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1986
3951 E. [illegible] Circle
Littleton, Colorado 80121

Betty A. Herald
Notary Public

NOTARY PUBLIC

PARTNERSHIP

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th day of March, 1984, by Darryl P. Ekstrom, [President of Questex Energy Inc., a Minnesota corporation,]* general partner, on behalf of Questex Energy Program 1981B, a Minnesota limited partnership. Witness my hand and official seal.

My commission expires:

March 13, 1990

Diane M. Vruno
Notary Public

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

Residence Minneapolis, Minnesota
(City, State)

Address 19 South First Street
Minneapolis, Minnesota 55402

(SEAL)

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated this 20th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
14134	ST-W-72-28068	Betty B. Shaffer	11/2/72	Township 27 North, Range 111 West Section 16: NE/4, S/2 Limited in depth from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet as encountered in the Heron #10-16 Well located in the NE/4NW/4 of Section 16: T-27-N, R-111-W, Sublette County, Wyoming.	Not Available	

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Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-75907

Lease effective date
May 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

John J. Christmann , etal.
[see attached list]

Address *(include zip code)* *1500 Broadway, Suite 800*
Lubbock, Texas 79401

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

2. Describe the lands affected by this assignment

Township 29 North, Range 115 West, 6th P.M.
Section 19: Lots 1, 2, 3, 4, E½, E½W½
Section 20: W½
Section 29: W½
Section 30: Lots 1, 2, 3, 4, E½, E½W½

Township 29 North, Range 116 West, 6th P.M.
Section 24: All
Containing 2409.12 acres, more or less
Sublette & Lincoln Counties, Wyoming

Assignment approved as to lands described below

200560

RECORDED March 29 1984 1:30 PM
IN BOOK 70 Oil & Gas PAGE 422
FEES 25.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

Specify interest or percent of assignor's record title interest being conveyed to assignee	*100%*
Specify interest or percent of record title interest being retained by assignor, if any	*none*
Specify overriding royalty being reserved by assignor	*none*
Specify overriding royalty previously reserved or conveyed, if any	*none*

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

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

Executed this 4th day of May, 1983.

Albert C Sullivan
(Assignor's Signature)

40 Old Farm Road
(Assignor's Address)

Albert C. Sullivan

Wellesley Hills, MA 02181
(City) (State) (Zip Code)

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

53251

Chief, Oil & Gas Section
(Title) **FOR ASSIGNEE**

OCT 25 1983
(Date)

422

ORIGINAL CASE FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

Executed this 3 day of June, 1983.

John J. Christmann
(Assignee's Signature)

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

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

INSTRUCTIONS

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

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

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

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

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

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

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

State of Massachusetts)
County of Norfolk)

The foregoing instruments was acknowledged before me by Albert C. Sullivan this 4th day of May, 1983.

Witness my hand and official seal.

Sharlene K. Harris
Notary Public

My Commission Expires: My Commission Expires July 9, 1988

SHARLENE K. HARRIS NOTARY PUBLIC

Sharlene K. Harris
Notary Public

[redacted] [redacted] 5907

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 8th day of June , 1983 .

MTS LIMITED PARTNERSHIP

By: _____ P. O. Box 2009
(Assignee's Signature) (Assignee's Address)

Robert W. King, Vice President
Mesa Petroleum Co., General Partner

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 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.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 13th day of June , 1983 .

American Quasar Petroleum Co. of New Mexico

(Assignee's Signature)

James Dickson, Vice-President

ATTEST: Assistant Secretary

1700 Broadway, Suite 707
(Assignee's Address)

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

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

ASSIGNEE'S NAMES

John J. Christmann 33 1/3%
Suite 800 1500 Broadway
Lubbock, Texas 79401

RECEIVED OCT 27 1983

MTS LIMITED PARTNERSHIP..... 33 1/3%
P. O. Box 2009
Amarillo, Texas 79189

American Quasar Petroleum Co.. 33 1/3%
2500 Ft. Worth National Bank Bldg.
Ft. Worth, Texas 76102

Assignor hereby accepts and reserves an obligation equal to $ *10,000* per acre for the number of acres assigned hereby, the same to be paid out of *five* % of the market value at the wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions or renewals thereof. In any event, this production payment will terminate when 90% of the estimated recoverable reserves have been produced. If there is any disagreement as to when this 90% cutoff 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. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy, or any acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date 4th May 83 Signed for Identification ACS

427

4/4-1-3

6.50

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1984 JAN 30 AM 9 30
RECEIVED
CHEYENNE, WYOMING

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Cheyenne, Wyoming

In the Matter of: OIL AND GAS LEASE)
SERIAL NO. W-63916)
Chevron U.S.A. Inc., LESSEE)

SURRENDER AND TERMINATION OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the undersigned is the record title holder of Oil and Gas Lease Serial No. W-63916 covering 2230.20 acres, more or less, in Sublette County, Wyoming; and

WHEREAS, the undersigned desires to surrender and terminate said lease;

NOW, THEREFORE, the undersigned does hereby surrender and terminate said Oil and Gas Lease and transfer and relinquish to the United States of America all its right, title and interest in, to and under said Oil and Gas Lease, covering the following described land:

Township 37 North, Range 110 West
Section 3: Lots 1, 2, 3, 4, N½S½, SE¼SW¼, S½SE¼
Section 4: Lots 1, 2, 3, 4, N½S½
Section 5: Lots 1, 2, 3, 4, S½
Section 6: Lots 1, 2, 3, 4, 5, 6, E½SW¼, SE¼
Section 7: Lots 1, 2, 3, 4, E½, E½W½

Township 38 North, Range 110 West
Section 33: SE¼
Section 34: SW¼, S½SE¼

200577

Relinquishment accepted and lease cancelled effective JAN 30 1984

Doris M. Miller
for ACTING Chief, Oil & Gas Section
FEB 14 1984

RECORDED March 30 1984 8:00 AM
IN BOOK 70 Orig PAGE 427
FEES $6.50 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thiere

In connection herewith the undersigned respectfully shows and represents that all monies due and payable to workmen employed by the undersigned on the leased premises have been paid.

IN WITNESS WHEREOF, this instrument is executed this 23rd day of January, 19 84.

Chevron U.S.A. Inc., Lessee

By E. C. Hensley
Its Assistant Secretary

SURRENDER OF U.S. LEASE VPC/WMB 5-21-63 CW-725 (D 11/6)

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared E. O. Hensley 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 23rd day of January, 1984.

My commission expires:
December 21, 1985

Cynthia M. Carlson
Notary Public
700 S. Colorado Blvd.
Denver, CO 80222

CW-741-1(D 6/7)

429

ASSIGNMENT

Kistler Printing, 236 W 1st St., Casper, Wyoming

STATE OF WYOMING OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ~~XX~~ we, NEW MEXICO OIL CORPORATION, a New Mexico corporation, P. O. Box 1714, Roswell, New Mexico 88201, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-93676, and covering land situate in Sublette County, ~~Counties~~ described as follows:

TOWNSHIP 37 NORTH, RANGE 110 WEST, 6TH PM
Sec. 14: SW¼SW¼
Sec. 15: SE¼SE¼
Sec. 22: NE¼, E½NW¼, NW¼NW¼
Sec. 23: NW¼NW¼

and containing 400.00 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 KENNETH K. FARMER, Box 3402, Casper, Wyoming 82602 of ....., assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

TOWNSHIP 37 NORTH, RANGE 110 WEST, 6TH PM
Sec. 14: SW¼SW¼
Sec. 15: SE¼SE¼
Sec. 22: NE¼, E½NW¼, NW¼NW¼
Sec. 23: NW¼NW¼

and containing 400.00 acres, more or less, reserving, however, ~~unto assignor~~ Five Percent (5%) overriding royalty previously reserved in Assignment dated Aug. 15, 1980, by Lawrence C. Harris.

TO HAVE AND TO HOLD unto the said KENNETH K. FARMER, his ....., successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 20th day of February, 1984.

~~WITNESS~~ ATTEST:

Marion V. Harris
Secretary-Treasurer

NEW MEXICO OIL CORPORATION
Assignor-Lessee

By L. C. HARRIS, President

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of .....
County of ..... } ss.

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

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

(SEAL)

Notary Public

My Commission expires: .....

ACKNOWLEDGEMENT (For use by Corporation)

State of NEW MEXICO
County of Chaves } ss.

On this 20th day of February, A. D. 1984, before me personally appeared L. C. HARRIS, to me personally known, who, being by me duly sworn, did say that he is the President of New Mexico Oil Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said L. C. Harris acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of February, A. D. 1984.

(SEAL)

Notary Public

OFFICIAL SEAL
Signature Elizabeth B. Gorman
ELIZABETH B. GORMAN
NOTARY PUBLIC - NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires 7-15-86

My Commission expires: July 15, 1986

Assignment approved by Board of Land Commissioners: March 9, 1984 without binding the State for the payment of any o.r. roy.

Assignment recorded in the Office of the Commissioner of Public Lands: March 6, 1984

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.) ls

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.

200578

RECORDED March 30 1984 8:00 AM
IN BOOK 70 Misc PAGE 429
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thure

1984 MAR 1984 FEB 27 AM 9:52
WYO. COMM. OF PUBLIC LANDS & FARM LOANS

1984 FEB 30 AM 8:13
WYO. COMM. OF PUBLIC LANDS & FARM LOANS

4731

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 29th day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Phyllis R. Wakefield
Notary Public

Residing at 425 S. Cherry, Ste. 580
Denver, Co 80222

My Commission Expires:
2/20/85

PHYLLIS R. WAKEFIELD NOTARY PUBLIC STATE OF COLORADO

ASSIGNMENT

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 ("ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto BACKER RESOURCES INC., 1040-609 Granville Street, Vancouver, B. C., Canada, V7Y 1G5, ("ASSIGNEE"), twenty-four percent (24%) of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof.

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 an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The terms, conditions and provisions of that certain Farmout Agreement dated September 15, 1978, by and between Northwest Exploration Co., Farmor, and Energetics, Inc., predecessor in interest to Energetics Operating Company, Farmee.

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

5. 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 leases described on Exhibit "A".

6. ASSIGNOR agrees where necessary to execute separate assignments of interest to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms or on behalf of ASSIGNOR to ASSIGNEE in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

7. ASSIGNOR agrees to keep and maintain for ASSIGNEE's account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNOR shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment although executed this 29th day of March, 1984 is effective as of the date of first production of the Federal #30-15 well.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin mlb
Joseph C. Mencin, Attorney-in-Fact

East Bird Canyon I
WY-263

200581

RECORDED March 30 1984 10:00 AM
IN BOOK 70 Misc PAGE 431
FEES $ 8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thomas

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 29th day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Phyllis R. Krabefield
Notary Public

My Commission Expires:
2/20/85

Residing at 425 S. Cherry, Ste. 580
Denver, Co 80222

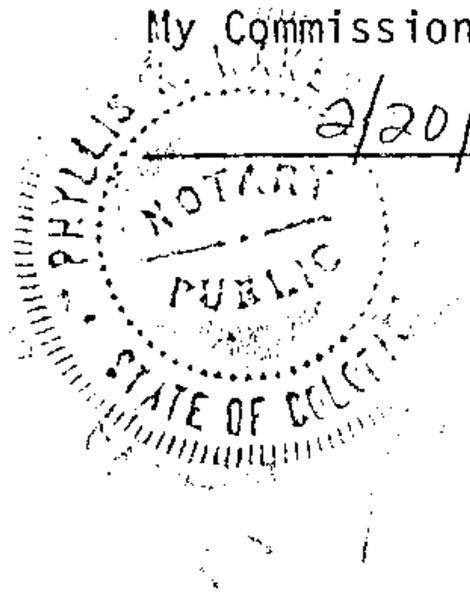


EXHIBIT "A"

LEASE NO.	LESSOR	EFFECTIVE DATE	DESCRIPTION
11099	Bureau of Land Management W-55992	10-01-76	Township 27 North, Range 111 West, 6th P.M. Section 12: N½, E½SW¼, SE¼
	Bureau of Land Management W-40980	9-01-73	Township 27 North, Range 111 West, 6th P.M. Section 13: N½
11101	Bureau of Land Management W-41388	10-01-73	Township 27 North, Range 111 West, 6th P.M. Section 12: SW¼SW¼
11100	Bureau of Land Management W-35399	7-01-72	Township 27 North, Range 111 West, 6th P.M. Section 15: N½
11102	Bureau of Land Management W-54136	4-01-76	Township 27 North, Range 111 West, 6th P.M. Section 15: SE¼, SW¼ Section 14: All

433

A.A.P.L. FORM 610 - 1977

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

March 25, 19 84,

OPERATOR ENERGETICS OPERATING COMPANY

CONTRACT AREA Township 28 North, Range 110W

Section 8

COUNTY OR PARISH OF Sublette STATE OF Wyoming

200582

RECORDED March 30 1984 10:00 A M
IN BOOK 70 Misc PAGE 434
FEES $54.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

COPYRIGHT 1977 — ALL RIGHTS RESERVED
AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM. A.A.P.L. NO 610 - 1977 REVISED
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
ENERGY PRODUCTS, BOX 800, TULSA, OK 74101

SUGAR LOAF WY-567

435

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between ENERGETICS OPERATING COMPANY, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators".

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore and develop these leases and or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

☒ A. Exhibit "A", shall include the following information:

(1) Identification of lands subject to agreement,

(2) Restrictions, if any, as to depths or formations,

(3) Percentages or fractional interests of parties to this agreement,

(4) Oil and gas leases and/or oil and gas interests subject to this agreement,

(5) Addresses of parties for notice purposes.

☒ C. Exhibit "C", Accounting Procedure.

☒ D. Exhibit "D", Insurance.

If any provision of any exhibit, except Exhibits "E", is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an unleased oil and gas interest in the Contract Area, that interest shall be treated for the purpose of this agreement and during the term hereof as if it were a leased interest under the form of oil and gas lease attached as Exhibit "B". As to such interest, the owner shall receive royalty on production as prescribed in the form of oil and gas lease attached hereto as Exhibit "B". Such party shall, however, be subject to all of the provisions of this agreement relating to lessees, to the extent that it owns the lessee interest.

B. Interest of Parties in Costs and Production:

Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and material acquired in operations on the Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All production of oil and gas from the Contract Area, subject to the payment of lessor's royalties which will be borne by the Joint Account, shall also be owned by the parties in the same manner during the term hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests covered hereby.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

☐ Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.

☒ Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. The Operator shall be responsible for the preparation and recording of Pooling Designations or Declarations as well as the conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

B. Loss of Title:

~~(1) Failure of Title. Should any oil and gas interest or lease or interest therein be lost through~~ failure of title, which ~~results~~ in a reduction of interest from that shown on Exhibit "A", this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests, and

(a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone ~~the loss and shall not be entitled to recover from Operator or the other parties~~

~~or operating costs which it may have theretofore paid but there shall be no monetary liability on its~~ part to the other parties hereto for drilling, development, operating or other similar costs by reason of such title failure; and

(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost; and

(c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well; and

(d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded; and

(e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties in the same proportions in which they shared in such prior production; and

(f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.

2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B, the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or [redacted]

3. Other Losses: All losses incurred, [redacted] shall not be considered failure of title but shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V.
OPERATOR

A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:

ENERGETICS OPERATING COMPANY shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the Parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. If the Operator that is removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of the Operator that was removed.

C. Employees:

The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator, and all such employees shall be the employees of Operator.

D. Drilling Contracts:

All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature.

ARTICLE VI.
DRILLING AND DEVELOPMENT

A. Initial Well:

On or before the 18th day of May, 1982, Operator shall commence the drilling of a well for oil and gas at the following location:

1197' FNL, 1414' FWL, Section 8, T28N-R110W
Sublette County, Wyoming

and shall thereafter continue the drilling of the well with due diligence to

15900' or the Aspen Formation, whichever is the lesser.

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.

If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the well as a dry hole, it shall first secure the consent of all parties and shall plug and abandon same as provided in Article VI.E.1. hereof.

B. Subsequent Operations:

1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday or legal holidays. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing.

2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within sixty (60) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest of the parties approving such operation, and (b) its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A", or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its election, may withdraw such proposal if there is insufficient participation, and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting production taxes, royalty, overriding royalty and other interests existing on the effective date hereof, payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

(a) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and

(b) 300% of that portion of the costs and expenses of drilling, reworking, deepening, or plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and

400% of that portion of the cost of newly acquired equipment in the well (to and including the well-head connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

Gas production attributable to any Non-Consenting Party's relinquished interest upon such Party's election, shall be sold to its purchaser, if available, under the terms of its existing gas sales contract. Such Non-Consenting Party shall direct its purchaser to remit the proceeds receivable from such sale direct to the Consenting Parties until the amounts provided for in this Article are recovered from the Non-Consenting Party's relinquished interest. If such Non-Consenting Party has not contracted for sale of its gas at the time such gas is available for delivery, or has not made the election as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-Consenting Party's share of gas as hereinabove provided during the recoupment period.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure, attached hereto.

Notwithstanding the provisions of this Article VI.B.2, it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b) to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article VI.A.

C. Right to Take Production In Kind:

Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any

party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment direct from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others at any time and from time to time, for the account of the non-taking party at the best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's share of gas production without first giving such other party thirty (30) days notice of such intended sale.

In the event one or more parties' separate disposition of its share of the gas causes split-stream deliveries to separate pipelines and or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any Gas Balancing Agreement between the parties hereto, whether such Agreement is attached as Exhibit "E", or is a separate Agreement.

D. Access to Contract Area and Information:

Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the information.

E. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling of such well. Any party who objects to the plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and or gas subject to the provisions of Article VI.B.

2. Abandonment of Wells that Have Produced: Except for any well which has been drilled or reworked pursuant to Article VI.B.2. hereof for which the Consenting Parties have not been fully reimbursed as therein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of such well, all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is e. includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one year and so long thereafter as oil and or gas is produced from the interval or inter-

vals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit "B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in the Accounting Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and or gas until the amount owed by such Non-Operator, plus interest has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

C. Payments and Accounting:

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Limitation of Expenditures:

1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this Agreement, it being understood that the consent to the drilling or deepening shall include:

☒ Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and equipping of the well, including necessary tankage and or surface facilities.

☐ Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When such well has reached its authorized depth, and all tests have been completed, Operator shall give immediate notice to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect to participate in the setting of casing and the completion attempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less than all parties.

2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agreement, it being understood that the consent to the reworking or plugging back of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage and or surface facilities.

3. Other Operations: Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Twenty-five Thousand Dollars ($ 25,000) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares "Authority for Expenditures" for its own use, Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project costing in excess of Twenty-five Thousand Dollars ($ 25,000).

E. Royalties, Overriding Royalties and Other Payments:

Each party shall pay or deliver, or cause to be paid or delivered, all royalties to the extent of _____ due on its share of production and shall hold the other parties free from any liability therefor. If the interest of any party in any oil and gas lease covered by this agreement is subject to any royalty, overriding royalty, production payment, or other charge over and above the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account for or cause to be accounted for, such interest to the owners thereof.

No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis, the party contributing such lease shall bear the royalty burden insofar as such higher price is concerned.

F. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article ~~IV.B.~~ IV.B.3.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shutting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and legal days), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments

of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

G. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Operator shall bill other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

Each party shall pay or cause to be paid all production, severance, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and or gas produced under the terms of this agreement.

H. Insurance:

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's fully owned automotive equipment.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not desiring to surrender an oil and gas lease covering such oil and gas interest for a term of one year and so long thereafter as oil and, or gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B". Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall

be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignor's or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Contract Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

B. Renewal or Extension of Leases:

If any party secures a renewal of any oil and gas lease subject to this Agreement, all other parties shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their several proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in the Contract Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall apply also and in like manner to extensions of oil and gas leases.

C. Acreage or Cash Contributions:

While this agreement is in force, if any party contracts for a contribution of cash toward the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and accept such tender, such acreage shall not become a part of the Contract Area. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Subsequently Created Interest:

Notwithstanding the provisions of Article VIII.E. and VIII.G., if any party hereto shall, subsequent to execution of this agreement, create an overriding royalty, production payment, or net proceeds interest, which such interests are hereinafter referred to as "subsequently created interest", such subsequently created interest shall be specifically made subject to all of the terms and provisions of this agreement, as follows:

1. If non-consent operations are conducted pursuant to any provision of this agreement, and the party conducting such operations becomes entitled to receive the production attributable to the interest out of which the subsequently created interest is derived, such party shall receive same free and clear of such subsequently created interest. The party creating same shall bear and pay all such subsequently created interests and shall indemnify and hold the other parties hereto free and harmless from any and all liability resulting therefrom.

2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under provisions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created interest.

E. Maintenance of Uniform Interest:

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this agreement, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all leases and equipment and production; or

2. an equal undivided interest in all leases and equipment and production in the Contract Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds hereof.

F. Waiver of Right to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

G. Preferential Right to Purchase:

~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and~~ interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company or to any company in which any one party owns a majority of the stock.

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

~~This agreement is not intended to create, and shall not be construed to create, a relationship of part~~nership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for Federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give [illegible] evidence of this election, each such party shall execute such documents and furnish such other evidence as may be [illegible]

~~such party shall give any notice or take any other action inconsistent with the election made hereby.~~ If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the ~~computation of partnership taxable income.~~

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single damage claim or suit arising from operations hereunder if the expenditure does not exceed Five Thousand and No/100---------- Dollars ($ 5,000.00) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, the party shall immediately notify Operator, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties, and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by teletype, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

ARTICLE XIII.
TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and or oil and gas interests subjected hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease, or oil and gas interest contributed by any other party beyond the term of this agreement.

[X] Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise, and/or so long as oil or/or gas production continues from any lease or oil and gas interest.

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

☐ Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of _____ days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling or reworking a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and or gas from the Contract Area, this agreement shall terminate unless drilling or reworking operations are commenced within _____ days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the committed acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

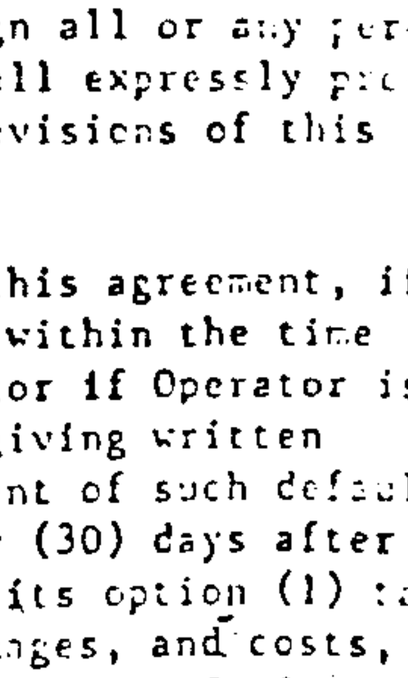
The essential validity of this agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state where most of the land in the Contract Area is located shall govern.

ARTICLE XV.
OTHER PROVISIONS

(A) In the performance of work under this agreement, the Operator agrees to comply with the non-discrimination provisions of Section 202 (1)(7) of Executive Order 11246 (30 F.R. 12319). The unit Operator agrees to insert the foregoing provisions in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

(B) All or a percentage of any Party's interest in the Contract Area may be conveyed to a party or third party. Before such conveyance shall become effective, all payments due by the conveying Party under this agreement to the Operator shall have been paid or settlement otherwise made. If any Party shall assign all or any percentage of its interest in the Contract Area, such assignment shall expressly provide that the interest assigned is subject to all of the terms and provisions of this Operating Agreement.

(C) Notwithstanding any provision to the contrary contained in this agreement, if any Party fails to advance funds or pay bills in the amounts and within the time period provided for in this agreement, Operator or any Non-Operator if Operator is in default, may at its election, place such Party in default by giving written notice to the other Parties of such default, containing a statement of such default. If the defaulting Party fails to remedy its default within thirty (30) days after receipt of written notice, the Party giving such notice shall at its option (1) take the necessary action to collect the amount due plus interest, damages, and costs, or (2) declare the interest of the defaulting Party in the Contract Area forfeited and the defaulting Party shall cease to be a Party hereto; each such remaining Party shall have the right to receive its proportionate share of such forfeited interest; and the defaulting Party shall forthwith and without consideration do and perform all necessary acts and things to evidence such forfeiture.



ARTICLE XVI.
MISCELLANEOUS

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

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 16th day of May, 1982.

OPERATOR

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin mlb
Joseph C. Mencin, Attorney-in-Face

NON-OPERATORS

ENERGETICS 1981 YEAR-END LIMITED PARTNERSHIP

BY:
Jordan R. Smith

ENERGETICS 1981 STROH YEAR-END LIMITED PARTNERSHIP

BY:
Jordan R. Smith

GENERAL HYDROCARBONS 1981X OIL AND GAS PROGRAM

BY:
John J. Tonnsen

GUARANTY ENERGY GROUP 1981

BY:
John J. Tonnsen

DARRYL P. EKSTROM 1981 B TRUST

BY:
Darryl P. Ekstrom

QUESTEX ENERGY PROGRAM 1981 B

BY:
Darryl P. Ekstrom

ENCORE EXPLORATION 1981 - LC, L.P.

BY:
Richard D. Segal

KAISER ENERGY, INC

BY:
K. J. Kundrik

CONTINENTAL-AMERICAN DRILLING PROGRAM
1981-B, LTD.

BY: _____
~~Jost Nickelsberg~~

BEACON EXPLORATION COMPANY

BY: _____
Priscilla Sip

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the corporation. Witness my hand and official seal.

My commission expires:
2/20/85

Phyllis R. Wakefield
Notary Public

Residence _____
City/State

Address 425 S. Cherry, Ste 580
Denver, Co 80222

PHYLLIS R. WAKEFIELD NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
)
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 29 day of March, 1984 by Daniel J. Morris, Vice President of American Petroleum Corporation, as General Partner of Continental-American Drilling Program 1981-B, Ltd., on behalf of the partnership.

WITNESS my hand and official seal.

My Commission Expires:
2/20/83

Phyllis R. Wakefield
Notary Public

Residing at 425 S. Cherry, Ste 580
Denver, Co 80222

Signature page attached to and made a part of that certain Joint Operating Agreement dated March 25, 1984 between Energetics Operating Company and Energetics 1981 Year-end Limited Partnership, et al

Sugar Loaf WY-567
March 25, 1984

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated March 25, 1984 between Energetics Operating Company and Energetics 1981 Year-end Limited Partnership, et al.

1. LANDS SUBJECT TO THIS AGREEMENT

Township 28 North, Range 110 West
Section 8: All
Sublette County, Wyoming

2. PERCENTAGES AND ADDRESSES OF THE PARTIES TO THIS AGREEMENT.

Name & Address	Working Interest Before Payout	Working Interest After Payout
Energetics 1981 Year-End Limited Partnership 116 Inverness Drive East Englewood, CO. 80112	5.264%	4.4664%
Energetics 1981 Stroh Year-End Limited Partnership 116 Inverness Drive East Englewood, CO. 80112	1.371	1.1633
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT. 59107-1515	23.3574	18.6581
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT. 59107-1515	15.5722	12.4392
Darryl P. Ekstrom 1981 B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	.4267	.3144
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	2.3681	1.7449
Encore Exploration 1981 - LC. L.P. 707 Westchester Avenue, Suite 400 White Plains, NY 10604	20.0000	16.0000
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, CA 94643	21.5909	15.9091
Continental-American Drilling Program 1981-B Ltd. The Village Green P. O. Box 618 Bedford, NY 10506	3.4546	2.5455
Energetics Operating Company 116 Inverness Drive East Englewood, CO 80112	6.5951	24.3596
Beacon Exploration Company 410 Seventeenth Street, Suite 2300 Denver, CO. 80202	-0-	2.3995

EXHIBIT "A" (Continued)

3. Oil and Gas Leases Subject to this Agreement

Federal lease W 72837 covering T28N, R110W,6th Prin Mer
Sections 5: Lots 1, 2, 3, 4, S/2
6: Lot 4, S/2 SE/4
7: E/2
8: All

All located within Sublette County, Wyoming

[redacted] COL. [redacted] 74101

Recommended by the Council of Petroleum Accountants Societies of North America

COPAS

EXHIBIT "C"

Attached to and made a part of that certain Operating Agreement dated March 25, 1984 between Energetics Operating Company and Energetics 1981 Year-End Limited Partnership, et al.

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 eighteen percent (18%) 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 ~~twenty-five percent (25%)~~ twenty-three percent (23%).

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 eight per cent (8%) 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 (xx) 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 $ 3,500
Producing Well Rate $ 350

(2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

[1] Charges for offshore 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 downhole 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 BE NEGOTIATED

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 $_____:

A. _____% of total costs if such costs are more than $_____ but less than $_____; plus

B. _____% of total costs in excess of $_____ but less than $1,000,000; plus

C. _____% 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

[redacted] [redacted] [redacted]

(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 5 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.

EXHIBIT "D"

INSURANCE

At all times while operations are conducted hereunder, Operator shall carry insurance of the types and in amounts as follows:

a. Workers' Compensation insurance in full compliance with all applicable state and federal laws and regulations.

b. Employer's Liability insurance in the limits of $100,000 per accident covering injury or death to any employee which may be outside the scope of the Workers' Compensation statute of the state in which the work is performed.

c. Comprehensive General Liability insurance with limits of $300,000 for injury or death for any one occurrence and with limits of $100,000 for property damage per occurrence including Blowout and Cratering, Products and Completed Operations, and Broad Form Contractual liability as respects any contract into which the operator may enter under the terms of this agreement.

d. Automobile Liability insurance covering owned, non-owned, and hired automotive equipment with limits of $100,000 for injury to or death of any one person and $300,000 for any one occurrence and $100,000 property damage.

e. Non-operating working interest owners shall be named as Additional Insureds on the liability insurance policies, but only with respect to the performance of all work hereunder.

f. All such insurance shall be carried in a company or companies acceptable to all non-operating parties and shall be maintained in full force and effect during the terms of this agreement, and shall not be cancelled, altered or amended without 30 days prior written notice having first been furnished all non-operating parties. Operator agrees to have its insurance carrier furnish non-operating parties certificates of insurance evidencing such insurance coverages as required above.

g. Operator shall carry such other insurance as may be mutually agreed upon by all parties.

h. Operator and non-operating working interest owners do agree to mutually waive subrogation in favor of each other in all insurance carried by each party.

A.A.P.L. FORM 610-1982

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

March 20, 1984,

OPERATOR ENERGETICS OPERATING COMPANY

CONTRACT AREA SW¼ Section 20-T27N-R111W

COUNTY OR PARISH OF SUBLETTE STATE OF WYOMING

200583

RECORDED March 30 1984 10:00 AM
IN BOOK 70 Oper PAGE 460
FEES $ 22.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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LANDMEN, 2408 CONTINENTAL LIFE BUILDING,
FORT WORTH, TEXAS, 76102, APPROVED FORM.
A.A.P.L. NO. 610 - 1982 REVISED

WY-293
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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Energetics Operating Company, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators".

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and/or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have teached an agreement to explore and develop these leases and/or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

☒ A. Exhibit "A", shall include the following information:
(1) Identification of lands subject to this agreement,
(2) Restrictions, if any, as to depths, formations, or substances,
(3) Percentages or fractional interests of parties to this agreement,
~~(4) Oil and gas leases and/or oil and gas interests subject to this agreement,~~
(5) Addresses of parties for notice purposes.

☒ B. Exhibit "B", Form of Lease.

☒ C. Exhibit "C", Accounting Procedure.

☒ D. Exhibit "D", Insurance.

☒ E. Exhibit "E", Gas Balancing Agreement.

☒ F. Exhibit "F", Non-Discrimination and Certification of Non-Segregated Facilities.

☒ G. Exhibit "G", Tax Partnership.

If any provision of any exhibit, except Exhibits "E" and "G", is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an oil and gas interest in the Contract Area, that interest shall be treated for all purposes of this agreement and during the term hereof as if it were covered by the form of oil and gas lease attached hereto as Exhibit "B", and the owner thereof shall be deemed to own both the royalty interest reserved in such lease and the interest of the lessee thereunder.

B. Interests of Parties in Costs and Production:

Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set forth in Exhibit "A". In the same manner, the parties shall also own all production of oil and gas from the Contract Area subject to the payment of royalties to the extent of all presently existing burdens which shall be borne as hereinafter set forth.

Regardless of which party has contributed the lease(s) and/or oil and gas interest(s) hereto on which royalty is due and payable, each party entitled to receive a share of production of oil and gas from the Contract Area shall bear and shall pay or deliver, or cause to be paid or delivered, to the extent of its interest in such production, the royalty amount stipulated hereinabove and shall hold the other parties free from any liability therefor. No party shall ever be responsible, however, on a price basis higher than the price received by such party, to any other party's lessor or royalty owner, and if any such other party's lessor or royalty owner should demand and receive settlement on a higher price basis, the party contributing the affected lease shall bear the additional royalty burden attributable to such higher price.

Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby.

C. Excess Royalties, Overriding Royalties and Other Payments:

Unless changed by other provisions, if the interest of any party in any lease covered hereby is subject to any royalty, overriding royalty, production payment or other burden on production in excess of the amount stipulated in Article III.B., such party so burdened shall assume and alone bear all such excess obligations and shall indemnify and hold the other parties hereto harmless from any and all claims and demands for payment asserted by owners of such excess burden.

D. Subsequently Created Interests:

If any party should ~~XXXXXX~~ after executing this agreement create an overriding royalty, production payment or other burden payable out of production attributable to its working interest hereunder, ~~or if such a burden existed prior to this agreement and is not set forth in Exhibit "A", or was not disclosed in writing to all other parties prior to the execution of this agreement by all parties, or is not a jointly acknowledged and accepted obligation of all parties~~ (any such interest being hereinafter referred to as "subsequently created interest" irrespective of the timing of its creation and the party out of whose working interest the subsequently created interest is derived being hereinafter referred to as "burdened party"), and:

1. If the burdened party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of said subsequently created interest and the burdened party shall indemnify and save said other party, or parties, harmless from any and all claims and demands for payment asserted by owners of the subsequently created interest; and,

2. If the burdened party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the subsequently created interest in the same manner as they are enforceable against the working interest of the burdened party.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

~~☐ Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "G", and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.~~

[X] Option No. 2: Costs incurred by Operator in procuring abstracts, and fees paid outside attorneys for title examination and curative materials * curative thereof (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

* and charges for services rendered by its staff attorneys and other personnel

Operator ~~Each party~~ shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests ~~[illegible]~~ subject to this agreement. Operator shall be responsible for the preparation and recording of pooling designations or declarations as well as the conduct of hearings before governmental agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

~~B. Loss of Title:~~

~~1. Failure of Title. Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a~~ reduction of interest from that shown on Exhibit "A", the party contributing the affected lease or interest shall have ninety (90) days from final determination of title failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests; and,

(a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have theretofore paid or incurred, but there shall be no additional liability on its part to the other parties hereto by reason of such title failure;

(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost;

(c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interest (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well;

(d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded;

(e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties whose title failed in the same proportions in which they shared in such prior production; and,

(f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.

~~2. Loss by Non-Payment or Erroneous Payment of Amount Due. If, through mistake or oversight, any rental, shut-in well~~ payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and,

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.

of title

3. ~~Other~~ Losses: All losses incurred, ~~other than those set forth in Articles IV.B.1. and IV.B.2. above~~, shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V.
OPERATOR

A. Designation and Responsibilities of Operator:

Energetics Operating Company shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest hereunder in the Contract Area, or is no longer capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A"; provided, however, if an Operator which has been removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was removed.

See Article XV.A. for additional provisions

C. Employees:

The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by Operator, and all such employees shall be the employees of Operator.

D. Drilling Contracts:

All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature.

ARTICLE VI.
DRILLING AND DEVELOPMENT

A. ~~Xxxxxxxxx~~ ~~Rxxxxxxxxxxxxx~~ Initial well:

On or before the 1st day of June, 19 84, Operator shall commence the drilling of a well for oil and gas at the following location:

SW¼ Section 20-T27N-R111W, Sublette County, Wyoming

and shall thereafter continue the drilling of the well with due diligence to a depth of 9845' in the Mowry formation.

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.

If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the well as a dry hole, the provisions of Article VI.E.1. shall thereafter apply.

B. Subsequent Operations:

1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the ~~xxx~~ wells provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled ~~at the joint expense of all parties of a well jointly owned by all the parties~~ and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the party wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to ~~xxxxxxx xxx~~ twenty-four (24) hours, ~~exclusive of Saturday, Sunday and legal holidays~~. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing.

If any party receiving such notice shall disagree upon the proposed operation, such party shall communicate such disagreement in writing to the proposing party within the time limit set forth above for responding to notice of the proposed operation.**

If all parties elect to participate in such a proposed operation, Operator shall, within ninety (90) days after expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the ~~forty-eight (48)~~ twenty-four (24) hour period when a drilling rig is on location, as the case may be), actually commence the proposed operation and complete it with due diligence at the risk and expense of all parties hereto; provided, however, said commencement date may be extended upon written notice of same by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or acceptance. Notwithstanding the force majeure provisions of Article XI, if the actual operation has not been commenced within the time provided (including any extension thereof as specifically permitted herein) and if any party hereto still desires to conduct said operation, written notice proposing same must be resubmitted to the other parties in accordance with the provisions hereof as if no prior proposal had been made.

2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VII.D.1. (Option No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the ~~forty-eight (48)~~ twenty-four (24) hour period when a drilling rig is on location, as the case may be) actually commence the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of the total interest of the parties approving such operation and its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within ~~forty-eight (48)~~ twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A" or (b) carry its proportionate part of Non-Consenting Parties' interests, and failure to advise the proposing party shall be deemed an election under (a). In the event a drilling rig is on location, the time permitted for such a response shall not exceed a total of ~~forty-eight (48)~~ twenty-four (24) hours (inclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may withdraw such proposal if there is insufficient participation and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well and restore the surface location at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk,

**Thereupon the proposing party and the disagreeing party shall use good faith efforts to resolve such differences prior to the expiration of the latter of such time limit or 48 hours (exclusive of Saturdays, Sundays and legal holidays) when a drilling rig is not then on location, or 24 hours (inclusive of Saturdays, Sundays and legal holidays) when a rig is on location. Such time limit shall start upon communication of such disagreement to the proposing party. If the differences cannot be resolved by such time, the disagreeing party shall be deemed to have elected not to participate in the proposed operation, except to the extent permitted by Article XVC.

and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold, (after deducting production taxes, excise taxes, royalty, overriding royalty and other interests not excepted by Article III.D. payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

200%

(a) ~~100%~~ of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 200% of each such Non Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to such Non Consenting Party had it participated in the well from the beginning of the operations; and

**300% as to wells drilled to a depth above 10,000'; 500% as to wells drilled to a depth 10,000' and below

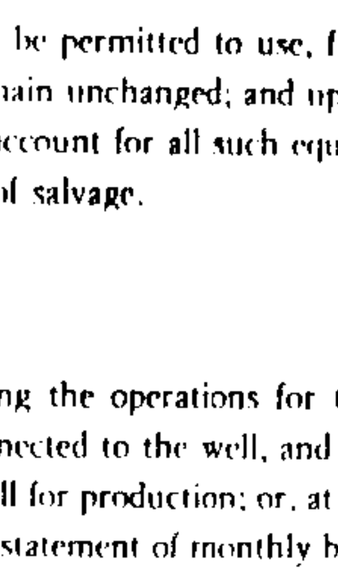
(b) ** ___% of that portion of the costs and expenses of drilling, reworking, deepening, plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and ** ___% of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non Consenting Party if it had participated therein.

An election not to participate in the drilling or the deepening of a well shall be deemed an election not to participate in any reworking or plugging back operation proposed in such a well, or portion thereof, to which the initial Non Consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment account. Any such reworking or plugging back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties one hundred percent (100%) of that portion of the costs of the reworking or plugging back operation which would have been chargeable to such Non-Consenting Party had it participated therein. If such a reworking or plugging back operation is proposed during such recoupment period, the provisions of this Article VI.B. shall be applicable as between said Consenting Parties in said well.

During the period of time Consenting Parties are entitled to receive Non Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non Consenting Party's share of production not excepted by Article III.D.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such Non Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting Party.



If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure attached hereto.

Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the ~~initial~~ well described in Article VI.A. except (a) as to Article VII.D.1. (Option No. 2), if selected, or (b) as to the reworking, deepening and plugging back of ~~such initial~~ each well after it has been drilled to the depth specified in Article VI.A. if it shall thereafter prove to be a dry hole or, if initially completed for production, ceases to produce in paying quantities.

See Article XV.B. for additional comments.

3. Stand-By Time: When a well which has been drilled or deepened has reached its authorized depth and all tests have been completed, and the results thereof furnished to the parties, stand-by costs incurred pending response to a party's notice proposing a reworking, deepening, plugging back or completing operation in such a well shall be charged and borne as part of the drilling or deepening operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted, whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms of the second grammatical paragraph of Article VI.B.2, shall be charged to and borne as part of the proposed operation, but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all Consenting Parties.

4. Sidetracking: Except as hereinafter provided, those provisions of this agreement applicable to a "deepening" operation shall also be applicable to any proposal to directionally control and intentionally deviate a well from vertical so as to change the bottom hole location (herein called "sidetracking"), unless done to straighten the hole or to drill around junk in the hole or because of other mechanical difficulties. Any party having the right to participate in a proposed sidetracking operation that does not own an interest in the affected well bore at the time of the notice shall, upon electing to participate, tender to the well bore owners its proportionate share (equal to its interest in the sidetracking operation) of the value of that portion of the existing well bore to be utilized as follows:

(a) If the proposal is for sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs incurred in the initial drilling of the well down to the depth at which the sidetracking operation is initiated.

(b) If the proposal is for sidetracking a well which has previously produced, reimbursement shall be on the basis of the well's salvable materials and equipment ~~down~~ remaining in the hole to the depth at which the sidetracking operation is initiated,* determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning.

*and salvable surface equipment used in connection with such side-tracked well,

In the event that notice for a sidetracking operation is given while the drilling rig to be utilized is on location, the response period shall be limited to ~~forty-eight (48)~~ twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays; provided, however, any party may request and receive up to eight (8) additional days after expiration of the ~~forty-eight (48)~~ twenty-four (24) hours within which to respond by paying for all stand by time incurred during such extended response period. If more than one party elects to take such additional time to respond to the notice, stand by costs shall be allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties. In all other instances the response period to a proposal for sidetracking shall be limited to thirty (30) days.

C. TAKING PRODUCTION IN KIND:

Each party shall ~~take~~ be entitled to in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil and gas for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be

required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil or sell it to others at any time and from time to time, for the account of the non-taking party at the best price reasonably obtainable under the circumstances obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil not previously delivered to a purchaser. ~~Any purchase or sale by Operator of any other party's share of oil shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.~~

In the event one or more parties' separate disposition of its share of the gas causes split stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any gas balancing agreement between the parties hereto, whether such an agreement is attached as Exhibit "F", or is a separate agreement.

***

D. **Access to Contract Area and Information:**

Each party shall have access to the Contract Area at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non Operator, other than that specified above, shall be charged to the Non Operator that requests the information.

E. **Abandonment of Wells:**

1. Abandonment of Dry Holes: Except for any well drilled or deepened pursuant to Article VI.B.2., any well which has been drilled or deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within ~~forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays)~~ twenty-four (24) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling or deepening such well. Any party who objects to plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and/or gas subject to the provisions of Article VI.B. by immediately proposing further operations in accordance with said Article VI.B.

2. Abandonment of Wells that have Produced: Except for any well in which a Non-Consent operation has been conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of any well, all parties do not agree to the abandonment of such well, those wishing to continue its operation from the interval(s) of the formation(s) then open to production shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one (1) year and so long thereafter as oil and/or gas is produced from the interval or intervals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit

***Should any party fail to take in kind or separately dispose of its proportionate share of production, costs incurred by Operator in the negotiation, finalization and administration of a production purchase contract, fees paid outside attorneys, and charges for services rendered by Operator's staff attorneys or other personnel related to the sale or disposal of such production shall be chargeable to the joint account. Such costs and expenses shall be borne by those parties upon whose behalf such services were rendered in the proportion that the interest of each such party bears to the total interest of all parties upon whose behalf the Operator incurs such costs and expenses. The above costs and expenses shall also include, without limitation, fees paid outside attorneys, services of Operator's staff attorneys and other personnel related to local, state and federal regulatory compliance and other costs not otherwise included in Overhead, Section III of the Accounting Procedure.

"B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interests in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well. Upon proposed abandonment of the producing interval(s) assigned or leased, the assignor or lessor shall then have the option to repurchase its prior interest in the well (using the same valuation formula) and participate in further operations therein subject to the provisions hereof.

3. Abandonment of Non Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as between Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided, however, no well shall be permanently plugged and abandoned unless and until all parties having the right to conduct further operations therein have been notified of the proposed abandonment and afforded the opportunity to elect to take over the well in accordance with the provisions of this Article VI.E.

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the state, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest, has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense. As used herein, the "amount owed by such Non-Operator" shall include, without limitation, such**

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

See Article XV.C. and XV.D. for additional provisions.

C. Payments and Accounting:

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during ~~the next succeeding~~ any month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the ~~next preceding month~~ month preceeding the month for which the advance is requested. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Limitation of Expenditures:

1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling or deepening shall include: Each party has heretofore consented to the drilling of the required wells described in Article VI.

**Non-Operator's share of expense plus interest on the delinquent amount at the annual rate equal to the greater of (a) 18% or (b) the rate announced from time to time by Continental Illinois Bank as its prime rate, plus one percentage point, and all court costs, costs of collection and reasonable attorney's fees.

ARTICLE V.

The Operator shall charge the joint account for ~~overhead~~

~~All necessary expenditures for the drilling~~ pursuant to Article VI.A.

~~testing, completing and equipping of~~, including necessary tankage and/or surface facilities.

Consent to drilling any well other than a required well or deepening any well shall include ~~All necessary expenditures for the drilling or deepening~~ and testing of the well. When such well has reached its authorized depth, and all tests have been completed, and the results thereof furnished to the parties, Operator shall give immediate notice to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have ~~forty-eight~~ (24) twenty-four (~~48~~) hours (~~exclusive of Saturday, Sunday and legal holidays~~) in which to elect to participate in the setting of casing and the completion attempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party ~~not~~ to participate in the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less than all parties.

2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the reworking or plugging back of a well shall include all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage and/or surface facilities.

3. Other Operations: Without the consent of all parties, Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Twenty-Five Thousand Dollars ($ 25,000) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares an authority for expenditure (AFE) for its own use, Operator shall furnish any Non-Operator so requesting an information copy thereof for any single project costing in excess of Fifteen Thousand Dollars ($ 15,000) but less than the amount first set forth above in this paragraph.

E. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non payment shall be borne in accordance with the provisions of Article IV.B.2.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shutting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and legal holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

F. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.

G. **Insurance:**

At all times while operations are conducted hereunder, Operator shall comply with the workmen's compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be as provided in Exhibit "C". Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the workmen's compensation law of the state where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event automobile public liability insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive equipment.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. **Surrender of Leases:**

The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

or any one of the

However, should any party desire to surrender its interest in any lease or in any portion thereof, and the other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender. If the interest of the assigning party is or includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not consenting to such surrender an oil and gas lease covering such oil and gas interest for a term of one (1) year and so long thereafter as oil and/or gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B". Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the reasonable salvage value of the latter's interest in any wells and equipment attributable to the assigned or leased acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the interest of each bears to the total interest of all such parties.

Any assignment, lease or surrender made under this provision shall not reduce or change the assignor's, lessor's or surrendering party's interest as it was immediately before the assignment, lease or surrender in the balance of the Contract Area; and the acreage assigned, leased or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

B. **Renewal or Extension of Leases:**

If any party secures a renewal of any oil and gas lease subject to this agreement, all other parties shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their several proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in the Contract Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal lease. ~~Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement~~.

See Article XV.E. for additional provisions.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall also be applicable to extensions of oil and gas leases.

~~C. Acreage or Cash Contributions:~~

~~While~~ this agreement is in force, ~~if~~ any party contracts for a contribution of cash towards the drilling ~~of a well or any other~~ operation on the Contract Area, such contribution shall be paid to the party ~~who conducted the drilling~~ or other operation and shall be applied by it against the cost of ~~such drilling or other~~ operation. If the contribution be in the form of acreage, the party to whom the contribution is made ~~shall promptly tender an assignment~~ of the acreage, without warranty of title, to the Drilling Parties ~~in the proportions~~

said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of a well drilled inside the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Maintenance of Uniform Interest:

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this agreement, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all leases and equipment and production; or

2. an equal undivided interest in all leases and equipment and production in the Contract Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interest within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

E. Waiver of Rights to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

F. Preferential Right to Purchase:

Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

See Exhibit G.

This agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between or among the parties hereto. Notwithstanding any provision herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed Twenty-Five Thousand Dollars ($ 25,000) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties participating in the operation from which the claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder. *

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by mail or telegram, postage or charges prepaid, or by telex or telecopier and addressed to the parties to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the mail or with the telegraph company, with postage or charges prepaid, or sent by telex or telecopier. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

ARTICLE XIII.
TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease or oil and gas interest contributed by any other party beyond the term of this agreement.

☒ Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise.

☐ Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and/or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of _____ days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, reworking, deepening, plugging back, testing or attempting to complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and/or gas from the Contract Area, this agreement shall terminate unless drilling, deepening, plugging back or reworking operations are commenced within _____ days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

*All claims or suits involving title matters with respect to any interest subject to this agreement shall be treated as a claim or a suit against all parties hereto and all costs and expenses of handling, settling or otherwise discharging such title matter shall be chargeable as above, including services rendered by Operator's staff attorneys or other personnel.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, or dinances, rules, regulations, and orders.

B. Governing Law:

This agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state of Colorado shall govern.

C. Regulatory ~~Agencies~~ Waiver:

Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of wells, on tracts offsetting or adjacent to the Contract Area.

See Article SV.F. for additional provisions

~~With respect to operations hereunder, Non-Operators agree to release Operator from any and all losses, damages, injuries, claims~~ and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation or application of rules, rulings, regulations or orders of the Department of Energy or predecessor or successor agencies to the extent such interpretation or application was made in good faith. Each Non-Operator further agrees to reimburse Operator for any amounts applicable to such Non-Operator's share of production that Operator may be required to refund, rebate or pay as a result of such an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such incorrect interpretation or application.

Non-Operators authorize Operator to prepare and submit such documents as may be required to be submitted to the purchaser of any crude oil sold hereunder or to any other person or entity pursuant to the requirements of the "Crude Oil Windfall Profit Tax Act of 1980", as same may be amended from time to time ("Act"), and any valid regulations or rules which may be issued by the Treasury Department from time to time pursuant to said Act. Each party hereto agrees to furnish any and all certifications or other information ~~which is required to be furnished by said Act in a timely manner and in sufficient~~ detail to permit compliance with said Act.

ARTICLE XV.
OTHER PROVISIONS

(See attached parges 14-1 through ~~XXXX~~ 14-4)

ARTICLE XV.

OTHER PROVISIONS

A. Additional Provisions Relating to Resignation or Removal of Operator and Selection of Successor (Article V.B. Continued):

For the purposes of Article V.B., Operator shall be considered to own an interest in the Contract Area if it is a general partner of a limited partnership which owns an interest in the Contract Area or if it owns a carried or reversionary working interest in the Contract Area. In the event of a transfer of all of Operator's interest to a corporation which controls, is controlled by or is under common control with Operator or in the event of a transfer of all of Operator's interest to any person as a part of the transfer to such person of all or substantially all of Operator's oil and gas properties, such transferee shall automatically become the successor Operator without the approval of Non-Operators.

B. Additional Non-Consent Provisions (Article VI.B.2. Continued):

Notwithstanding anything to the contrary set forth in Article VI.B., no proposal submitted to the parties pursuant to Article VI.B. shall set forth more than one particular operation to be performed, and each such proposal shall specify one location and the proposed depth or objective formation. If any party receiving such a proposal shall notify in writing the proposing party, within the time period set forth in Article VI.B. for electing to participate in an operation, of its desire to perform such proposed operations to a different depth or formation, then such party shall be deemed to have consented to participate in the operations to the depth mutually agreeable to the parties and not to have consented to participate in those operations as to which such party has given notice of an intention not to participate. Such consent to participate shall cover those costs reasonably attributable to the operation to which consent is given, and shall not cover additional expenditures incurred solely in order to perform operations to a different depth or formation. As a result of the foregoing, the interest of the Non-Consenting Party shall be deemed relinquished under the terms of Article VI.B.2. only to the extent of depths or formations in which it elected not to participate pursuant to this paragraph. As a further result of the foregoing, if operations shall be proposed at any time with respect to depths or formations not theretofore relinquished by such party, or not then relinquished if a prior non-consent election was made by such party, such party shall be entitled to participate in the proposed operation to the extent of its interest in such depths or formations, but not otherwise.

C. Additional Lien and Security Interest Provisions (Article VII.B. Continued):

The lien and security interest granted by each Non-Operator to Operator and by Operator to the Non-Operator under Article VII.B. shall extend not only to such party's oil and gas rights in the Contract Area (which for greater certainty shall include all of each party's leasehold interest and leasehold estate in the Contract Area), the oil or gas, or both, when extracted equipment (as mentioned in such Article), but also to all accounts, contract rights, inventory and general intangibles constituting a part of, relating to or arising out of such oil and gas rights, extracted oil and gas and such equipment or which are otherwise owned or held by any such party in the Contract Area. Further, the lien and security interest of each party shall extend to all proceeds and products of all of the property and collateral described in this paragraph and in Article VII.B. as being subject to such lien and security interest. Any party, to the extent it deems necessary to perfect the lien and security interest provided herein, may file this Operating Agreement as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code. Further, and not in limitation of the foregoing, each party hereby grants to Operator full right, power and authority to execute in each such party's name and on its behalf any financing statement which Operator deems necessary in order to perfect the security interest hereby granted under the

applicable Uniform Commercial Code. Each party shall also execute such additional instruments as may be requested by Operator to perfect such lien and security interest.

D. Application of Payments (Article VII.C. Continued):

Unless applicable law provides otherwise, all payments, received by Operator under Article VII.C. of this agreement and Provision I.3. of the Accounting Procedure shall be applied by Operator first in payment of interest payable in accordance with the above article and provision, then to the "amount owed by such Non-Operator".

E. Additional Provisions Relating to Renewal or Extension of Leases (Article VIII.B. Continued):

Any leases (and the land covered thereby) that, pursuant to the terms of this agreement or otherwise, become owned by only one of the parties hereto shall not be subject to this agreement from and after the date such leases become so owned. Any leases (and the lands covered thereby) that, pursuant to the terms of this agreement or otherwise, become owned by more than one but less than all of the parties hereto, or in which a party assigns, transfers or otherwise disposes of all or part of its interests, shall remain subject to this agreement as to the surviving parties; however, for all purposes, the terms of this agreement shall apply separately to each such lease (or group of such leases in which the parties' ownership is uniform) as if it were a separate agreement covering such lease(s), with Exhibit A modified to reflect the parties' interests therein, based upon the parties' ownership in such lease(s).

F. Additional Regulatory Provisions (Article XIV. Continued):

1. Non-Operators hereby authorize Operator to file and prosecute all applications for determination for well pricing qualification under the Natural Gas Policy Act of 1978 and to make interim collection filings on behalf of Non-Operators. Operator may employ counsel and technical experts, including services rendered by Operator's staff attorneys or other personnel, to the extent Operator in its sole discretion considers the same appropriate for such filings and seeking favorable resolutions thereof. Costs incurred by Operator for such counsel and experts, including services rendered by Operator's staff attorneys or other personnel, together with all other costs incurred by Operator in preparing the application for determination and interim collection documents as well as the cost of prosecuting the application shall be charged to the Joint Account.

2. Non-Operators hereby authorize operator to file with the purchaser of crude oil or other liquid hydrocarbons or with any other person required by law, any statement or certification required by the Crude Oil Windfall Profit Tax Act or by any rule, regulation or order issued thereunder or by any other law, rule, or regulation relating to the pricing of crude oil and other liquid hydrocarbons or the taxation thereof. To the extent that Operator may by law be authorized to do so, Non-Operators hereby authorize Operator to agree with any purchaser to relieve Operator (in whole or in part as Operator may determine) of any filing or certification requirements. In making any filing or certification with any purchaser of crude oil or other liquid hydrocarbons, each Non-Operator shall be solely responsible for furnishing to Operator or such purchaser or any other person required by law any exemption certificate, independent producer certificate or any other evidence required by law to entitle Non-Operator to a higher price for the sale of its production or for a lower rate of windfall profit or other excise tax thereon, and upon a Non-Operator's failure to furnish the same, Operator shall certify to such purchaser for such Non-Operator's interest the lower price or higher rate of tax. Operator shall have no duty to seek any refunds on behalf of any Non-Operator of any overpayment of any windfall profit or excise tax to which any Non-Operator may be entitled by law.

3. In the event any Non-Operator receives a greater sum for the sale of its share of production than that to which such Non-Operator is entitled, such Non-Operator shall promptly refund any excess sums so collected to the person entitled thereto together with any interest thereon required by law. In the event Operator is required for any reason to make any such refund on any

Non-Operator's behalf and such Non-Operator refuses upon Operator's request to reimburse Operator for the amount so paid, then Operator, in addition to any other rights or remedies which it may have as a result of making such refund, (i) shall have the lien provided by Article VII.B. to secure such reimbursement and (ii) shall be authorized to collect from Non-Operator's share of production until the full amount required to be paid or refunded by Non-Operator has been recovered.

4. Operator shall use its best judgment in making any of the filings and certifications referred to under Articles XV.F.1. and XV.F.2. above in prosecuting any filings and applications. However, in no event shall Operator have any liability to any Non-Operator in making and prosecuting any such filing or in rendering any statement or certification, absent bad faith, gross negligence or willful misconduct. Any penalties incurred as a result of any incorrect certification, statement or filing shall, in absence of bad faith, gross negligence or willful misconduct, be charged to the parties owning the production to which the penalty pertains. In no event shall any error by Operator relieve any Non-Operator of the liability for any refund under Article XV.F.3. above. Nothing in this Article XV.F. shall obligate Operator to make or prosecute filings, applications or certifications referred to in Article XV.F.1. and XV.F.2., nor shall any Non-Operator be relieved of its obligation to make or prosecute such filings, applications or certifications on its own behalf if Operator shall not do so.

G. Execution:

This Agreement shall be binding upon each Non-Operator when this Agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this Agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit A as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. Operator may, by written notice to all Non-Operators who have become bound by this Agreement as aforesaid, given at any time prior to the actual spud date of the initial Required Well provided for in Article VI.A. but in no event later than five days prior to the date specified in Article VI.A. for commencement of such initial well, terminate this Agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease and determine. In the event Operator proceeds with drilling operations for the Required Well or Wells under Article VI.A. without the execution hereof by all persons listed on Exhibit A as having a current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred which would have been charged to such person under this agreement if such person had executed the same.

H. Bankruptcy:

If following the granting of relief under the Bankruptcy Code to any party hereto as debtor thereunder, this Agreement should be held to be an executory contract within the meaning of 11 U.S.C. §365, then the Operator, or (if the Operator is the debtor in bankruptcy) any other party, shall be entitled to a determination by debtor or any trustee for debtor within thirty (30) days from the date an order for relief is entered under the Bankruptcy Code as to the rejection or assumption of this Operating Agreement. In the event of an assumption, Operator or said other party shall be entitled to adequate assurances as to future performance of debtor's obligation hereunder and the protection of the interest of all other parties.

I. Perpetuities:

It is not the intent of the parties that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation or other rule regarding the vesting or duration of estates, and this agreement shall be construed as not violating such rule to the extent the same can be so construed consistent with the intent of the parties. In the event, however, any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule which will result in no violation. To the extent such maximum

period is permitted to be determined by reference to parties agree that "lives in being" shall refer to the lifetime of the last to die of the now living lineal descendants of the late Joseph P. Kennedy (father of our late President).

J. Overhead Rate Adjustment Provisions:

In the event the drilling well rates or the producing well rates provided for in Section III.1.A.(3) of the Accounting Procedure shall ever be less than the prevailing rates being charged by financially responsible prudent operators in the area for comparable operations, then Operator may give written notice of such higher prevailing rates to Non-Operators. The higher prevailing rates specified in said notice shall become the effective rates hereunder as of the first day of the month following thirty (30) days from the giving of said notice unless a Non-Operator by written notice to Operator within said thirty day period shall do either of the following:

(a) Object to the proposed rates on the basis the same does not represent the prevailing rate as aforesaid. In such event, the parties shall attempt to agree upon such prevailing rates, failing which such rates shall be determined by law.

(b) Propose to operate for a lesser rate (which shall never be less than the rate then in effect under the Agreement) than that proposed by Operator's notice. In this event Non-Operator shall take over operations as of the beginning of the month following said thirty day period unless the existing Operator shall agree to operate at such lesser rate.

Any new rates established pursuant to this provision shall be subject to adjustment in the manner provided by Section III.1.A.(3) of the Accounting Procedure.

K. The interests covered hereby shall be subject to the following agreements:

1) Certificate and Agreement of Limited Partnership dated November 1, 1983, by and between AMERICAN PETROLEUM CORPORATION, a Nevada corporation, and ENERGETICS OPERATING COMPANY (formerly Energetic, Inc.), a Colorado corporation.

2) Operator has entered into Participation Agreements, effective as of December 31, 1983, with certain Non-Operators, covering the lands subject hereto among other lands. All the Participation Agreements contain substantially similar provisions, except with respect to the percentage interests owned by Non-Operators in the Contract Area. If any provision of this Operating Agreement shall conflict with any provision of any Participation Agreement, the provisions of such Participation Agreement shall control, as between the parties thereto, on the point in conflict.

ARTICLE XVI.
MISCELLANEOUS

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

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 20th day of March, 1984.

OPERATOR

ATTEST:

ENERGETICS OPERATING COMPANY

_____

Joseph C. Mencin, Attorney-in-Fact

NON-OPERATORS

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

_____

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 29 day of March, 1984, by Daniel J. Morris, Vice President of American Petroleum Corporation as general partner of American Petroleum-Energetics Income and Development Program I, Ltd., on behalf of the partnership. Witness my hand and official seal.

My commission expires:
2/20/85

Phyllis R. Wakefield
Notary Public

Residence _____
City/State

Address 425 S. Cherry, Ste 580
Denver, Co 80222

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20 day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the corporation. Witness my hand and official seal.

My commission expires:
2/20/85

Phyllis R. Wakefield
Notary Public

Residence _____
City/State

Address 425 S. Cherry, Ste 580
Denver, Co 80222

(SEAL)

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ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED MARCH 26, 1984, BETWEEN ENERGETICS OPERATING COMPANY, OPERATOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ETAL, AS NON-OPERATORS

1. Lands and Leases:

LESSOR: USA W-68117
LESSEE: Ole N. Hanson
DATED: July 1, 1979
DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LAND:
Township 27 North, Range 111 West
Section 20: NW¼SW¼, S½SW¼
Sublette County, Wyoming

LESSOR: USA W-59776
LESSEE: Dorothy Langley
DATED: September 1, 1977
DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LAND:
Township 27 North, Range 111 West
Section 20: NE¼SW¼
Sublette County, Wyoming

2. Interests of Parties in the Federal #30-20 Well and drillsite acreage:

	BEFORE PAYOUT	AFTER PAYOUT
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.	4.9%	3.166078%
ENERGETICS 1983 YEAR-END LTD.	3.504959%	2.264688%
ROYAL RESOURCES CORPORATION	17.5%	8.75%
HARVARD PETROLEUM CORP.	8.01%	4.005%
GENERAL HYDROCARBONS 1983X OIL & GAS PROGRAM	15.5%	7.75%
MORITZ OIL COMPANY, INC.	13.76%	6.88%
BEACON RESOURCES	10.1946%	10.1946%
CANADIAN CHEYENNE PETROLEUM CORP.	5.607%	5.607%
D & R ENERGY PROGRAM 1979YE	3.433741%	3.433741%
ROCKY MOUNTAIN OILFINDERS	0.22%	0.22%
JEFFREY J. TEMPAS	0.22%	0.22%
EMI 2ND	5.5247%	5.5247%
BERNARD ROSENBERG	0.0975%	0.0975%
SOLLY ROBINS	0.5852%	0.5852%
V. KATHLEEN ROBINS	0.1950%	0.1950%
HARDING A. ORREN	0.0975%	0.0975%
ELLIOT S. KAPLAN	0.2166%	0.2166%
DALE I. LARSON	0.2166%	0.2166%
LAWRENCE ZELLE	0.2166%	0.2166%
E. W. BLANCH SR. REVOCABLE TRUST	0.82818%	0.82818%

	BEFORE PAYOUT	AFTER PAYOUT
DAKEL COMPANY	0.24845%	0.24845%
GUARANTY CAPITAL INVESTORS LIMITED	8.92337%	8.92337%
ENERGETICS OPERATING COMPANY	0	0.883863%
ENERGETICS, INC.	0	7.120131%
ENERGETICS '79 LTD.	0	4.220349%
MM&S PARTNERS	0	3.9379%
ENERGETICS CAPITAL LIMITED PARTNERSHIP	0	14.19695%

EXHIBIT "B"

EXHIBIT "B" HAS BEEN INTENTIONALLY LEFT BLANK

EXHIBIT " C "

Attached to and made a part of that certain Operating Agreement dated March 20, 1984, between Energetics Operating Company, Operator and American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

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.

*annual rate of either - the greater of (i) 18% or (ii) the rate announced from time to time by Continental Illinois Bank as its prime rate plus one percentage point

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~~ in the conduct of Joint Operati ~~of Joint Operations~~. the Joint Property.

(2) Salaries of First Level Supervisors in the field.

(3) Salaries ~~and~~ or wages of Technical Employees directly employed ~~on the Joint Property if such charges are excluded from the Overhead rates~~ plus applicable burdens and expenses of Operator's Property. in the conduct of Joint Operations of the Joint

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 ~~xxxxxxxxxxxxxxxxxxxxx~~ twenty-four percent (24%) or as amended from time to time pursuant to COPAS guidelines.

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, ~~xxxxxxxxxxxxxxxxxxxx

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
(X) 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~~ involved in the Operation of 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 $~~ _____
Producing Well Rate $ as mutually agreed

(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 Produc- [illegible] United States Department of Labor, Bureau of Labor Statistics, or the

B. Overhead - Percentage Basis

(1) Operator shall charge the Joint Account at the following rates:

(a) Development

Five Percent (5 %) 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 :

A. 5 % of total costs if such costs are more than $ 25,000 but less than $ 100,000 ; plus
B. 4 % of total costs in excess of $ 100,000 but less than $1,000,000; plus
C. 3 % 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 by the Operator. ~~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~~ sixty-five percent (~~75%~~ 65%) 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

fifty percent (50%)

(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 sixty-five percent (65%) 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 5 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.

EXHIBIT "D"

(Attached to and made a part of Operating Agreement dated March 20, 1984 among Energetics Operating Company, as Operator, and American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

INSURANCE PROVISIONS

At all times while operations are conducted hereunder, Operator shall carry insurance of the types and in amounts as follows:

a. Worker's Compensation insurance in full compliance with all applicable state and federal laws and regulations.

b. Employer's Liability insurance with limits of not less than $100,000.

c. Comprehensive General Liability with limits of $500,000 per person/$500,000 per occurrence as to Bodily Injury and $100,000 per person/$100,000 per occurrence as to Property Damage, including Manufacturers and Contractors Liability, Independent Contractors Liability, Completed Operations and Products Liability and Broad Form Blanket Contractual Liability.

d. Automobile Liability with limits of $250,000 per person/$500,000 per occurrence as to Bodily Injury and $100,000 per occurrence as to Property Damage.

e. Umbrella Liability with Excess Legal Liability coverage with a limit of $25,000,000.

f. Well Control insurance with a limit of $10,000,000 having a deductible of $100,000.

Non-Operators may elect to be named as Additional Insureds on the liability insurance policies, but only with respect to the performance of all work hereunder, and such Additional Insureds coverage shall be carried at the joint expense and for the benefit of Operator and such Additional Insureds, or Non-Operators may elect to provide separate insurance coverage of the same type and in equal or greater amounts, as provided herein, at the sole cost of such electing Non-Operator.

Operator shall be permitted to increase or obtain additional coverage it deems necessary to protect the interest of Operator and those Non-Operators electing to be named Additional Insureds.

EXHIBIT "E"

Attached to and made a part of that certain Operating Agreement dated March 20, 1984 **, between** Energetics Operating Company **, as Operator, and** American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

The parties to the Operating Agreement to which this Gas Balancing Agreement is attached own the working interest in the gas rights underlying the Joint Property covered by such agreement and are entitled to share in the percentages as stated in the Operating Agreement.

In accordance with the terms of the Operating Agreement, each party thereto has the right to take its share of gas produced from the Unit Area and market the same. In the event any of the parties hereto does not market its share of gas or has contracted to sell its share of gas produced from the Joint Property to a purchaser which, at any time while this agreement is in effect fails to take the share of gas attributable to the interest of such party, the terms of this Gas Balancing Agreement shall automatically become effective.

1.

During any period or periods when a party is not taking or marketing its full share of the gas produced from the Joint Property, or its purchaser is not taking such party's current share of gas produced from the Joint Property, the other party or parties shall be entitled to produce from said Joint Property (and take or deliver to a purchaser), each month, all or a part of that portion of the allowable gas production assigned to such Joint Property by the regulatory body having jurisdiction which is not produced by a party taking less than its full share. That party shall be entitled to take and deliver to its or their purchaser all of such gas production; provided, however, that no party shall be entitled to take or deliver to a purchaser gas production in excess of Three Hundred Percent (300%) of its share of the allowable gas production assigned thereto by the regulatory body having jurisdiction, unless that party has gas in storage. All parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by primary separation equipment in accordance with their respective interests and subject to the terms of the above described Operating Agreement.

2.

On a cumulative basis, each party not taking or marketing its share of the gas produced shall be credited with gas in storage equal to its share of the gas taken or marketed, gas used in Joint Property operations, vented, or lost. Each party taking gas shall furnish, or cause to be furnished, to the Joint Property operator a monthly statement of gas taken or delivered to its purchaser. The operator of the Joint Property will maintain a running account of the gas balance between the parties hereto and will furnish each party monthly statements showing the total quantity of gas produced, the amount thereof used in Joint Property operations, vented, or lost, and the total quantity of gas taken or marketed during such month. Measurement of gas for over and underproduction shall be accomplished by use of sales meters, and lease measurement shall be in accordance with the AGA requirements.

3.

After notice to the Operator, any party at any time may begin taking or delivering to its purchaser its full share of the gas produced from a well under which it has gas in storage, less such party's share of gas used in operations, vented or lost. In addition to such share, each party, including the Operator, until it has recovered its gas in storage and balanced the gas account as to its interest, shall be entitled to take or deliver to its purchaser a share of gas determined by multiplying fifty percent (50%) of the interest in the current gas production of the party or parties without gas in storage by a fraction, the numerator of which is the interest in the proration unit of such party with gas in storage and the denominator of which is the total percentage interest in such proration unit of all parties with gas in storage currently taking or delivering to a purchaser.

4.

Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet the deliverability test required by its purchaser. Each party shall, at all times, use its best efforts to regulate its takes and deliveries from said Joint Property so that said Joint Property will not be shut-in for overproducing the allowable assigned thereto by the regulatory body having jurisdiction.

5.

During the term of this agreement, while gas is being produced from the Joint Property, each party shall pay or deliver, or cause to be delivered all royalties, overriding royalties or other payments due on its share of production (as such share is set forth in the Operating Agreement) regardless of whether or not it is taking and selling such share, and shall hold the other parties free from any liability therefor.

6.

Each party producing and taking or delivering gas to its purchaser shall pay, or cause to be paid, all production taxes due on such gas.

7.

When gas sales from a gas well permanently cease, Unit Operator shall make a final determination of the volumes of the last accrued over and underproduction, if any, as of the date of such cessation of sales and the identity of the party or parties who are over or underproduced. A cash balancing adjustment shall be made by the overproduced party or parties, to the underproduced party or parties, for the overproduced volumes which have been taken and sold; the price to be paid for such adjustment shall be the price defined below in effect from time to time during the underproduction for which settlement is being made, less appropriate deductions for taxes paid on such production by the overproduced party. For the purposes of this Section, make-up of underproduction in accordance with Section 3 shall be deemed to occur in the chronological order that the underproduction occurred, commencing with the earliest.

For gas sold in intrastate commerce, the price basis shall be the price received for sale of the gas. For gas sold in interstate commerce, the price basis shall be the rate collected, from time to time, which is not subject to possible refund, as provided by the Federal Energy Regulatory Commission pursuant to final order or settlement applicable to the gas sold from such well, plus any additional collected amount which is not ultimately required by said Commission to be refunded, such additional collected amount to be accounted for at such time as final determination is made with res[redacted]thereto.

8.

This agreement shall remain in force and effect as long as the aforementioned Operating Agreement, and shall inure to the benefit of and be binding upon the parties hereto, their successors, legal representatives and assigns.

9.

Nothing herein shall change or affect each party's obligations to pay its proportionate share of all costs and liabilities incurred in joint operations, as its share thereof is set forth in the above described Operating Agreement.

10.

The provisions of this agreement shall be applied to each well and/or each formation separately as if each well and/or formation was a separate well and covered by separate but identical agreements.

Attached to and made a part of
Operating Agreement dated March 20, 1984
between ENERGETICS OPERATING COMPANY, as Operator,
and American Petroleum-Energetics Income and Development
Program I, Ltd., etal, as Non-Operators

NON-SEGREGATED FACILITIES

A. 1. The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Company 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 includes, but is not 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 Company 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 Company will, in all solicitations or advertisements for employees place by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Company will send to each labor union or representative of workers with which it 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 Company's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to its 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 Company'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 Company may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of

tions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Company will include the provisions of these paragraphs (1) through (7) contained in this certification 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 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Company 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 Company becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Company may request the United States to enter into such litigation to protect the interest of the United States.

B. The Company hereby certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not or will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Company agrees that a breach of this certification is a violation of the Equal Employment Opportunity provisions set forth above in paragraph A. As used in this certification, the term "segregated facilities" means, but is not limited to any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. Subject to the condition set forth above in paragraph A, the Company further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Employment Opportunity Certification; that it will retain such certification in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

EXHIBIT "C"

(Attached to and made a part of Operating Agreement dated March 20, 1984, among Energetics Operating Company, Inc., as Operator, and American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

ELECTION TO BE TAXED AS A PARTNERSHIP

Section 1

General Provisions

1.1 Election. Except as otherwise specifically provided in this agreement, the liabilities of the parties to this agreement shall be several and not joint or collective, and each party shall be responsible only for its share of the costs and liabilities incurred as provided in this agreement. It is not the purpose or intention of the parties to create any partnership, joint venture, mining partnership, or an association or any relationship among the parties whether legal or quasi-legal whereby one party is held liable for the acts or omissions of the other party, and neither this agreement nor the operations under this agreement shall be construed or considered as creating any such relationship; provided, however, that the relationship of the parties under this agreement shall be that of partners for income tax purposes. Each party agrees not to elect to be excluded from the application of Subchapter K of Chapter I of Subtitle A of the Internal Revenue Code of 1954, as amended.

1.2 Name. The name of the tax partnership created hereunder is _____.

1.3 Code. "Code" shall mean the Internal Revenue Code of 1954, as amended.

1.4 Operator. The term "Operator" refers to the person designated as operator in the operating agreement to which this "Election to be Taxed as a Partnership" is attached.

Section 2

Allocation of Income, Gains, Deductions, Losses and Credits

2.1 Section 704 Allocation. Pursuant to section 704 of the Code and for purposes of any applicable state or local tax law, the parties agree that each item of income, gain, deduction, loss and credit shall be allocated as provided in this section 2.

2.2 Intangible Drilling Costs. Intangible drilling and development costs shall be allocated as deductions among the parties in accordance with their respective contributions to such costs.

2.3 Depreciation. Depreciation expenses shall be allocated as a deduction among the parties in accordance with their respective contributions to the adjusted basis of the property which gives rise to the depreciation expense.

2.4 Investment Tax Credit. The investment tax credit with respect to any property shall be allocated among the parties in accordance with their respective contributions to the qualified investment (as defined in section 46 of the Code) in such property.

2.5 Production and Operating Costs. Production and operating costs shall be allocated as deductions among the parties in accordance with their respective contributions to such costs.

2.6 Depletion. The parties recognize that under Section 613A(c)(7)(D) of the Code, the depletion allowance is to be computed separately by each party. For this purpose, each party's share of the adjusted basis of each oil and gas property (and each party's capital interest in each property) shall be equal to his contribution to the adjusted basis of such property (which shall include a party's basis in any property contributed by the party to the partnership computed as of the time when the property is contributed to the partnership).

2.7 Other Costs and Expenses. All costs and expenses which are not described in subsections 2.1 through 2.6 above shall be allocated among the parties in accordance with their respective contributions to such costs and expenses.

2.8 Income From Production. Income from the production of oil and gas shall be allocated among the parties in accordance with their relative interests in the production (as specified in this agreement) giving rise to the income. Notwithstanding this subsection 2.8, however, each of the parties reserves the right to take in kind his respective share of production from the partnership's properties as provided in the operating agreement to which this "Election to be Taxed as a Partnership" is attached.

2.9 Gains and Losses. Gains and losses from each sale, exchange, abandonment or other disposition of an oil and gas property and related equipment shall be allocated among the parties in such manner as will reflect the gains and losses that would have been realized by each party if such property had been held by the parties outside this agreement. The computations shall take into account each party's share of the proceeds realized from the sale, exchange or other disposition of such property, each party's share of the selling expenses and each party's contribution to the adjusted cost basis of such property (less any allowed or allowable depreciation, depletion, amortization or other deductions which have been allocated to such party with respect to such property as provided in this agreement). In determining the character of the gain allocated to any party pursuant to the preceding two sentences, any recapture of depreciation, intangible drilling and development costs, and any other item of deduction or credit shall be charged to each party in accordance with its sharing of the depreciation, intangible drilling and development costs or other item of deduction or credit which is recaptured.

2.10 Dry Hole and Bottom Hole Contributions. Any dry hole or bottom hole monetary contributions obtained from a third person in connection with the drilling of a well on the oil and gas properties subject to this Agreement shall be allocated in the same manner as the costs of drilling such well are allocated under the foregoing provisions.

Partnership Accounting

3.1 Accounting Method. The partnership shall use the [cash] [accrual] method of accounting.

3.2 Accounting Period. The fiscal year of the partnership shall end on December 31.

3.3 Tax Returns. (a) The Operator shall file at the appropriate office of the Internal Revenue Service a federal partnership income tax return and shall file such state income tax returns as may be required for the partnership created hereunder. The Operator shall use its best efforts in the preparation of such return or returns and may employ outside accounting personnel in addition to its own accounting staff to prepare such returns, all costs of which shall be chargeable to the parties in proportion to their percentage interests under this agreement. The Operator shall not be liable for any costs, interest, penalties, damages or judgments arising from or in connection with the filing or preparation of such returns.

(b) Each party shall supply to the Operator, upon request, such information as may be necessary for the Operator to prepare such tax returns. Any party who fails to supply the Operator with any such information requested agrees to indemnify the partnership, the Operator and the other parties against any costs, interest, penalties, damages or judgments, including without limitation reasonable fees of attorneys and accountants, incurred by the partnership, the Operator or any other party as a consequence of the failure to supply such information.

(c) On any income tax returns filed by the Operator, it shall: (i) elect to charge to expense all intangible drilling and development costs with respect to both productive and nonproductive wells in accordance with subsection 263(c) of the Code and the applicable regulations, and (ii) make such other tax elections as it deems appropriate.

3.4 Capital Accounts. The operator shall maintain separate partnership capital accounts for each party (as determined for federal income tax purposes but without taking into account any adjustment pursuant to an election under section 754 of the Code). Upon formation of the partnership, to reflect the parties' original contributions of property to the partnership, each party's capital account shall be credited with an amount equal to the fair market value of the property contributed to the partnership multiplied by the party's undivided interest in such property.

3.5 Transfers. If a party transfers all or a portion of its interest under this agreement, the income, gains, losses, deductions and credits with respect to such transferred interest shall be allocated between the transferor and transferee on the basis of the ownership of such interest at the time the income or gain is realized, the loss or deduction is incurred, or the credit is earned, as the case may be, under the partnership's method of accounting and not in a pro rata manner.

Section 4

Termination

4.1 Term. The partnership shall commence upon the execution of the operating agreement to which this "Election to be Taxed as a Partnership" is attached and shall terminate at such time as agreed by all partners or as provided by applicable law.

4.2 Winding Up. Subject to the provisions of sub[redacted]on 4.3, upon terminati[redacted] the partnership each [redacted]

party shall be entitled to receive a distribution of its share of the partnership assets (after the partnership's debts have been paid or provided for).

4.3 Recognition of Capital Accounts. (a) If upon termination of the partnership created hereunder any partner has a negative balance in its capital account, it shall make a cash contribution to the partnership equal to the amount of such negative balance.

(b) Upon the termination of the partnership created hereunder the capital accounts of the parties shall be placed in balance and recognized to the extent necessary to assure that any party paying a percentage share of any expense greater than his percentage interest in the oil and gas properties has borne the full economic burden of such excess expenses and that the allocation of such expenses to such party has had substantial economic effect. For this purpose a party's capital account shall be considered placed "in balance" if the percentage of his capital account balance to the total capital account balances of all parties is equal to his percentage ownership interest in the partnership's properties.

(c) All assignments made under subsection 4.2 and this subsection 4.3 shall be by special warranty. Such assignments shall be made subject to the liability of each assignee for costs, expenses and liabilities theretofore incurred or for which a commitment has been made by the partnership prior to the date of termination, and such costs, expenses and liabilities shall be allocated to such assignee pursuant to this agreement.

Section 5

Ad Valorem and Property Taxes

5.1 Ad Valorem Taxes. Beginning with the first calendar year after the effective date of this agreement, the Operator shall make and file with the proper taxing authorities all necessary ad valorem tax statements and returns and shall settle all valuations and pay all taxes arising therefrom before they become delinquent. If the interest of any party is subject to a separately assessed overriding royalty interest, production payment or other interest in excess of a one-eighth (1/8th) royalty, then such party shall notify the Operator of such interest prior to the rendition date and such party's tax allocation shall be reduced accordingly.

5.2 Production Taxes. Each party receiving in kind or separately disposing of all or part of its share of all oil and gas produced under this agreement shall pay or cause to be paid all production, severance, windfall profit and other taxes imposed upon or with respect to such production and shall indemnify the other parties against any liability for such payment; provided, however, that the party paying or causing to be paid such taxes on behalf of or for the benefit of the owner of any royalty interest in the partnership property (a "Royalty Owner") shall be reimbursed by such Royalty Owner for the amount of such taxes and shall have a lien on such Royalty Owner's oil and gas rights to secure payment thereof.

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GPO 526-710

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WY-293

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 DEC 16 A 9:30

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

Lease Serial No.
W-59776

Lease effective date
September 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

200584

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 interest of Assignees

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

The undersigned, as owner of 91.9042% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 111 West, 6th P.M.
Section 20: NE¼SW¼
Containing 40.00 acres more or less in Sublette County, Wyoming.

This assignment is made subject to the terms, conditions and provisions of that certain Farmout Agreement dated October 15, 1979, by and between Energetics Capital Limited Partnership, et al, as Farmor and Bernard M. Rosenberg, et al, as Farmee and Energetics, Inc.

Assignment approved as to lands described below

RECORDED March 30 1984 10:30 AM
IN BOOK 70 O&G PAGE 500
FEES 14.75 Lacy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

SAME LAND DESCRIPTION AS ITEM 2

2

I hereby certify this is a true and correct comparative copy of the official records on file

MAR 29 1984

Shirley Fisher

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	78.7335
4. Specify interest or percent of record title interest being retained by assignor, if any	13.1707
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any Seven Percent (7%) of 8/8ths	7.00%

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

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

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

Executed this 2nd day of November, 1982.

ENERGETICS, INC.

BY: _____ 102 Inverness Terrace East
(Assignor's Signature) (Assignor's Address)

Gene W. Anderson, Vice President-Land

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 th United 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 & [redacted]

ORIGINAL
FEB 23 1983

[redacted] [redacted]

[redacted] ASSIGNEE'S REQUEST FOR AP[redacted]L OF ASSIGNMENT [redacted]

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

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

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of November, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

PRINCIPAL PURPOSE — The [illegible] 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.

Land comparative copy
Official records on file
APR 29 1984
Rec'd

501

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE TO OIL AND GAS LEASE SERIAL NUMBER W-59776, Dated November 2 1982.

KNOW ALL MEN BY THESE PRESENTS:

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

Guaranty Energy Group 1979 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.0000%
Energetics 1979-A Ltd. Partnership 102 Inverness Terrace East Englewood, Colorado 80112	1.9080%
D&R Energy '79 (MY) 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	3.5000%
Bird Canyon Development Ltd. Partnership 717 Westchester Avenue White Plains, New York 10604	6.0000%
Jeffery J. Tempas 21 Doral Lane Littleton, Colorado 80123	.2200%
Solly Robins 33 South Fifth Street Minneapolis, Minnesota 55402	.5852%
V. Kathleen Robins 33 South Fifth Street Minneapolis, Minnesota 55402	.1950%
Harding A. Orren 33 South Fifth Street Minneapolis, Minnesota 55402	.0975%
Bernard Rosenberg 33 South Fifth Street Minneapolis, Minnesota 55402	.0975%
Elliot S. Kaplan 33 South Fifth Street Minneapolis, Minnesota 55402	.2166%
Dale I. Larson 33 South Fifth Street Minneapolis, Minnesota 55402	.2166%
Lawrence Zelle 33 South Fifth Street Minneapolis, Minnesota 55402	.2166%

true and correct copy
the official records on file
MAR 29 1984
Shirley Fisher

Energetics Capital Limited Partnership, et al | 28.3939%
102 Inverness Terrace East
Englewood, Colorado 80112

Energetics 1979 Limited Partnership | 16.8920%
102 Inverness Terrace East
Englewood, Colorado 80112

Taconic Corp. | 10.1946%
410-17th Street, Suite #2300
Denver, Colorado 80202

I hereby certify that this is a true and complete copy
of the original recorded on the official records on file
MAR 29 1984
Shirley Fisher

1982 DEC 16 11 9 AM

504

PART II

(U-59776-Lay-242

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [XX] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C 28369 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 16th day of November , 19 82.

TACONIC CORP
Alfred C. Chidester
(Assignee's Signature)

410 Seventeenth Street, Suite 410
(Assignee's Address)

Alfred C. Chidester
Executive Vice President

Denver Colorado 80202

CORPORATION

STATE OF Colorado)
)
COUNTY OF Denver)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of November, 19 82.

My Commission Expires:

September 11, 1984

Helen M. Reeves
Notary Public
Helen M. Reeves

(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.

1984
Helen

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of October, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires:

My Commission [illegible]

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

508-B

505

WY-322

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-62791

Lease effective date
May 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 Assignee's interests.

Address *(include zip code)*
See Exhibit "A"

200585

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 111 West Section 31: Lots 1,2,3,4, E/2W/2, W/2SE/4 Township 28 North, Range 112 West Section 25: E/2 of Lot 1, Lots 3,4,6,7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 Containing 659.12 acres, more or less, Sublette County, Wyoming.	"...true and complete copy of the official records on file MAR 29 1984 Shirley Fisher

RECORDED March 30 1984 10:30 AM
IN BOOK 70 O & G PAGE 505
FEES 8.25 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M Stevens

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	15.802% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	84.198% of 8/8ths
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7% of 8/8ths

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

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

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

Executed this 28th day of October, 19 82.

ENERGETICS, INC., a Colorado corporation

BY: _____ 102 Inverness Terrace East
(Assignor's Signature) (Assignor's Address)

Gene W. Anderson, Vice President - Land

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) (Date)

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE
TO OIL AND GAS LEASE SERIAL NUMBER W-62791, DATED Oct.
2 9th, 1982.

FILED
JAN 17 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, hereinafter referred to as "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby assign, transfer, set over and convey unto:

Taconic Corp. 410 Seventeenth Street, Suite 2300 Denver, Colorado 80202	an undivided 10.195%
Canadian Cheyenne Petroleum Corp. 504 Lancaster Building 304 8th Avenue, S.W. Calgary, Alberta, Canada T2P 1C2	an undivided 5.607%

2

A true and comparative copy
of the official records on file
MAR 29 1984
Shirley Fisher

507

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C 28369.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee XX is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 16th day of November, 19 82.

TACONIC CORP.

Alfred C. Chidester
(Assignee's Signature)

410 Seventeenth Street, Suite 2300
(Assignee's Address)

Alfred C. Chidester
Executive Vice President

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

STATE OF COLORADO)
)
CORPORATION
COUNTY OF DENVER)
)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of November, 1982.

My Commission Expires:

September 11, 1984

Helen M. Reeves
Notary Public
Helen M. Reeves

(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.

MAR 29 1984
Bureau of Land Management
Serial Number Case Recordation
Document on file

[redacted] [redacted] Feder[redacted]20 Well

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1982 MAY 12 AM 9:30
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No. W 68117

Lease effective date
July 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Taconic Corporation

Address *(include zip code)*
410 17th Street, Suite 2300
Denver, Colorado 80202

The undersigned, as owner of 97.9610 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 111 West, 6th P.M.
Section 20: SE/4, NW/4, NW/4SW/4, S/2SW/4

Containing 440.00 acres more or less in Sublette County, Wyoming

Assignment approved as to lands described below

200586

[redacted] copy of the official record on file

MAR 29 1984
Shirley Fisher

RECORDED March 30 1984 10:30 AM
IN BOOK 70 Ox D PAGE 508
FEES $8.00 Shirley Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	10.1946%
4. Specify interest or percent of record title interest being retained by assignor, if any	87.7664%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Seven Percent (7%) of 8/8ths 7.00%

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

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

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

Executed this 16th 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)

21454

(Title) (Date)

508

509

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-28369 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 22ND day of JANUARY , 1982 .

Taconic Corporation

Robert L. Magnie

(Assignee's Signature)

By: ROBERT L. MAGNIE
VICE PRESIDENT

410 17th Street, Suite 2300

(Assignee's Address)

Denver, Colorado 80202

(City) (State) (Zip Code)

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

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.

Serial number comparative copy
Line office records on file
MAR 29 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 MAY 12 AM 9:30

RECEIVED
CHEYENNE, WYOMING

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE TO OIL AND GAS LEASE SERIAL NUMBER W-68117, DATED September 15th, 1981

Hereinafter called Assignee's, a total undivided 10.1946% 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, appurtenant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

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

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

CERTIFIED
true and comparative copy
of the official records on file
MAR 29 1984
Shirley Fisher

CERTIFIED
true and comparative copy
of the official records on file
MAR 29 1984
Shirley Fisher

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 16th day of September, 1981.

My Commission Expires:

My Commission Expires Oct. 22, 1985

Elaine A. Chapman
Notary Public
Englewood, CO 80112

511

Form 3110-2
(January 1978)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
'83 AUG 12 AM 9:30
CHEYENNE, WYOMING

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

Western American Exploration Company
1645 Court Place
Denver, Colorado 80202

W-85925
(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 2: SW¼

RECORDED March 2 19 84 2:30 PM
IN BOOK 70 Oil & Gas PAGE 511
FEES 6.00 Lavina Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKinnis

200589

		Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.
Containing a total of 160.00 acres	Annual Rental	$ 160.00

This lease is issued to the successful drawee pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY:

WESTERN AMERICAN EXPLORATION CO.

By [signature] President
(Offeror/Lessee Signature)

ATTEST: [signature] Secretary
(Title)

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

September 6, 1983
(Date Signed)

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

ANDREW L. TARSHIS
ACTING Chief, Oil & Gas Section
(Title)

FEB 29 1984
(Date)

Effective date of lease: MAR 01 1984

[redacted] [redacted]/9 [redacted] LESSEE

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

Sec. 2. The lessee agrees:

(a) *Bond.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $50,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

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

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

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

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

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

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

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

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

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

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

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

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

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

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

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

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

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—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, [redacted]ish them, or copies thereof, to the lessor when re[redacted]nformation obtained under this paragraph, shall not be [redacted]essee, 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 of this lease, or at any other time prior [redacted] the extent deemed necessary by [redacted] and other excavations, remove or [redacted] 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 or scientific interest.* 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.

GPO 845 - 515

513

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)

'83 SEP 6 P 1:58

W-85930
(Serial Number)

Name
Street
City
State
Zip Code

Edward Garvanian
3407 Stover H810
Fort Collins, Colorado 80525

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 11: SE¼
13: All
14: E½
23: E½
24: All

RECORDED March 30 1984 2:30 PM
IN BOOK 70 Misc PAGE 513
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

200590

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

Containing a total of 2080.00 acres	Annual Rental . . . . . $ 2080.00

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 Edward Garvanian
(Offeror/Lessee Signature)

By _____
(Signature of Signing Official) ANDREW L. TARSHIS

ACTING Chief, Oil & Gas Section
(Title)

FEB 28 1984
(Date)

(Title)

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

9/6/83
(Date Signed)

Effective date of lease: MAR 1 1984

[redacted] [redacted] [redacted] LESSEE

clusive right and privilege except helium gas, d dispose of all the oil of to construct and the lands leased, [illegible] plants, waterways, intain thereupon, all roads, telegraph or telephone lines, pipelines, reservoirs, tanks, mping stations, or other structures necessary to the full enjoyent thereof, for a period of 10 years, and so long thereafter as or gas is produced in paying quantities; subject to any unit reement heretofore or hereafter approved by the Secretary of Interior, the provisions of said agreement to govern the lands bject 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 current regulations and until such bond is filed not to enter the land under this lease. (2) To maintain any bond furnished the lessee as a condition for the issuance of this lease. (3) furnish a bond in a sum double the amount of $2 per acre anal rental but not less than $1,000 nor more than $10,000. on the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in e penal sum of $10,000 with approved corporate surety, or th deposit of United States bonds as surety therefor, conditioned on compliance with the terms of this lease, unless a bond at amount is already being maintained or unless such a bond nished by an operator of the lease is accepted. (5) Until a eneral lease bond is filed to furnish and maintain a bond in e penal sum of not less than $1,000 in those cases in which bond is required by law for the protection of the owners of surce rights. In lieu of any of the bonds described herein, the ssee may file such other bond as the regulations may permit.

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  (i) For each lease year a rental of $1 00 per acre or fraction of an acre.
(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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(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 or in the vicinity thereof, to the lessor when requested. All information obtained under this paragraph, upon the request of the lessee, shall not be open to inspection by the public [illegible] ration 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 or 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 [illegible] and other excavations, remove or [illegible] reasonably possible, restore the surface of the 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) of 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.

GPO 865—515

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RELEASE AGREEMENT

This Agreement, made and entered into this 3rd day of January , 1983, between W. J. Langley, Dorothy Langley, and F & L Co, a Texas corporation, hereinafter referred to collectively as the "Langley Interests", and Phillips Petroleum Company, hereinafter referred to as "Phillips".

WITNESSETH:

THAT, WHEREAS, by virtue of certain Letter Agreements dated March 9, 1978 and October 27, 1978 between the Langley Interests as sellers and Mid-America Petroleum, Inc. as purchaser of an interest in various oil and gas leases described therein, the Langley Interests are holders of certain reassignment rights under a ninth year reassignment provision set forth in said Letter Agreements as follows:

> "Forty-five days prior to the due date of the last years rental, if Mid-America has no plans to drill or plans to cause the drilling of a well during the remaining life of any lease in Exhibit A and Exhibit B, then Mid-America will give you the option to reacquire any such lease and/or leases. Any reassignment provided under this option shall be free and clear of any overriding royalties or other encumbrances and shall be made at no costs to you.", and,

WHEREAS, Eagle Exploration Company, Albany Oil and Gas, Ltd., First Exploration Company, Mid-America Drilling and Exploration, Inc., and W. J. Langley, hereinafter collectively referred to as the "Eagle Group", presently own the working interest attributable to the federal oil and gas leases covering the following described lands in Sublette County, Wyoming ("the Lands") which are subject to the ninth year reassignment provisions referenced hereinabove, to-wit:

W-64886

TOWNSHIP 30 NORTH, RANGE 105 WEST

Section 33: All;

W-57502

TOWNSHIP 29 NORTH, RANGE 105 WEST

Section 23: All;
Section 25: $NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$;
Section 27: All;
Section 34: $NE\frac{1}{4}$.

Containing 2,320.00 acres, more or less, and,

WHEREAS, the Eagle Group has agreed to sell and assign to Phillips 100% of record title interest in the Lands, and,

WHEREAS, the Langley Interests desire to facilitate the transfer of 100% of record title interest in the Lands to Phillips and are willing to release their ninth year reassignment rights only insofar as same affect and pertain to the Lands.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Langley Interests hereby remise, release and quit claim unto Phillips, its successors and assigns forever, all reassignment rights the Langley Interests have by virtue of the ninth year reassignment provision set forth hereinabove insofar, and only insofar, as said ninth year reassignment provision affects and pertains to the Lands specifically described below, to-wit:

209597

RECORDED April 3 1984 8:00A
IN BOOK 75 Oil & Gas 515
FEES $10.25 Lacy Yake COUNTY CLERK
WYOMING

[redacted] [redacted]

W-64886
TOWNSHIP 30 NORTH, RANGE 105 WEST
Section 33: All;

W-57502
TOWNSHIP 29 NORTH, RANGE 105 WEST
Section 23: All;
Section 25: NE¼, S½NW¼;
Section 27: All;
Section 34: NE¼.

Containing 2,320.00 acres, more or less,

subject, however, to the following terms and conditions.

1. Neither this Release nor any other instrument executed in connection herewith will diminish the royalty and overriding royalty burdens presently held by the Langley Interests of 5% of 8/8ths heretofore reserved in connection with previous assignments, which royalty and overriding royalty burdens are hereby recognized by Phillips, nor will it diminish any other overridingy royalty or other burdens which may be reserved by the Eagle Group.

2. It is expressly understood that the release of ninth year reassignment rights granted herein by the Langley Interests to Phillips, its successors and assigns, shall pertain to such reassignment rights only insofar as they relate to and affect the Lands, and said release shall in no way be construed as a release or waiver of the Langley Interests' ninth year reassignment rights or any other reassignment rights to which the Langley Interests are entitled insofar as same apply to the balance of the leases and lands subject thereto, but which do not comprise a portion of the Lands.

   Furthermore, said release is granted on the understanding that it is without prejudice to the claims which the Langley Interests have made against various parties comprising the Eagle Group and that it does not amount to a waiver, estoppel or other defense to said claims in any manner whatsoever.

IN WITNESS WHEREOF, this Release Agreement is executed on the day and year first above written.

W. J. Langley

Dorothy Langley

F & L Co.

W. J. Langley, Vice-President

ACCEPTED:

Phillips Petroleum Company

By _____
Title: R. A. Wolgast
Attorney-in-Fact

Date: May 13, 1983

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for said County and State, personally appeared W. J. Langley and Dorothy Langley, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 12th day of April, 1983.

Joan M. Young
Joan M. Young
Notary Public in and for
Dallas County, Texas

My Commission Expires:

August 6, 1985

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for said County and State, personally appeared W. J. Langley, Vice-President of F & L Co, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same as the act and deed of said corporation, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 12th day of April, 1983.

Joan M. Young
Joan M. Young
Notary Public in and for
Dallas County, Texas

My Commission Expires:

August 6, 1985

STATE OF Colorado)
)
COUNTY OF Denver)

BEFORE ME, the undersigned authority in and for said County and State, personally appeared R. A. Wolgast, Attorney-in-Fact ~~President~~ of Phillips Petroleum Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same as the act and deed of said corporation, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 13th day of May, 1983.

Sharon P. Anderson
Notary Public in and for State of Colorado and Phillips Petroleum Company
Residing at:
7375 E. Quincy
Denver, Co. 80237

My Commission Expires:
August 13, 1985

NOTARY PUBLIC OF COLORADO

RELEASE AGREEMENT

This Agreement, made and entered into this 3rd day of January , 1983, between W. J. Langley, Dorothy Langley, and F & L Co, a Texas corporation, hereinafter referred to collectively as the "Langley Interests", and Phillips Petroleum Company, hereinafter referred to as "Phillips".

WITNESSETH:

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
8055 E TUFTS AVE PARKWAY
DENVER, CO 80237

THAT, WHEREAS, by virtue of certain Letter Agreements dated March 9, 1978 and October 27, 1978 between the Langley Interests as sellers and Mid-America Petroleum, Inc. as purchaser of an interest in various oil and gas leases described therein, the Langley Interests are holders of certain reassignment rights under a ninth year reassignment provision set forth in said Letter Agreements as follows:

> "Forty-five days prior to the due date of the last years rental, if Mid-America has no plans to drill or plans to cause the drilling of a well during the remaining life of any lease in Exhibit A and Exhibit B, then Mid-America will give you the option to reacquire any such lease and/or leases. Any reassignment provided under this option shall be free and clear of any overriding royalties or other encumbrances and shall be made at no costs to you.", and,

WHEREAS, Eagle Exploration Company, Albany Oil and Gas, Ltd., First Exploration Company, Mid-America Drilling and Exploration, Inc., and W. J. Langley, hereinafter collectively referred to as the "Eagle Group", presently own the working interest attributable to the federal oil and gas leases covering the following described lands in Sublette County, Wyoming ("the Lands") which are subject to the ninth year reassignment provisions referenced hereinabove, to-wit:

W-64886,
TOWNSHIP 30 NORTH, RANGE 105 WEST
Section 33: All;

W-57502
TOWNSHIP 29 NORTH, RANGE 105 WEST
Section 23: All;
Section 25: $NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$;
Section 27: All;
Section 34: $NE\frac{1}{4}$.

Containing 2,320.00 acres, more or less, and,

WHEREAS, the Eagle Group has agreed to sell and assign to Phillips 100% of record title interest in the Lands, and,

WHEREAS, the Langley Interests desire to facilitate the transfer of 100% of record title interest in the Lands to Phillips and are willing to release their ninth year reassignment rights only insofar as same affect and pertain to the Lands.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Langley Interests hereby remise, release and quit claim unto Phillips, its successors and assigns forever, all reassignment rights the Langley Interests have by virtue of the ninth year reassignment provision set forth hereinabove insofar, and only insofar, as said ninth year reassignment provision affects and pertains to the Lands specifically described below, to-wit:

200598

RECORDED April 2 1986 8:00 A M
IN BOOK 70 Oil 519
FEE 10.25 Lois J Yake CLERK
[redacted] [redacted]

W-64886
TOWNSHIP 30 NORTH, RANGE 105 WEST
Section 33: All;

W-57502
TOWNSHIP 29 NORTH, RANGE 105 WEST
Section 23: All;
Section 25: NE¼, S½NW¼;
Section 27: All;
Section 34: NE¼.

Containing 2,320.00 acres, more or less,

subject, however, to the following terms and conditions.

1. Neither this Release nor any other instrument executed in connection herewith will diminish the royalty and overriding royalty burdens presently held by the Langley Interests of 5% of 8/8ths heretofore reserved in connection with previous assignments, which royalty and overriding royalty burdens are hereby recognized by Phillips, nor will it diminish any other overridingy royalty or other burdens which may be reserved by the Eagle Group.

2. It is expressly understood that the release of ninth year reassignment rights granted herein by the Langley Interests to Phillips, its successors and assigns, shall pertain to such reassignment rights only insofar as they relate to and affect the Lands, and said release shall in no way be construed as a release or waiver of the Langley Interests' ninth year reassignment rights or any other reassignment rights to which the Langley Interests are entitled insofar as same apply to the balance of the leases and lands subject thereto, but which do not comprise a portion of the Lands.

   Furthermore, said release is granted on the understanding that it is without prejudice to the claims which the Langley Interests have made against various parties comprising the Eagle Group and that it does not amount to a waiver, estoppel or other defense to said claims in any manner whatsoever.

IN WITNESS WHEREOF, this Release Agreement is executed on the day and year first above written.

W. J. Langley

Dorothy Langley

F & L Co.

W. J. Langley, Vice-President

ACCEPTED:

Phillips Petroleum Company

By _____
Title: R. A. Wolgast
Attorney-in-Fact

Date: May 13, 1983

520

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for said County and State, personally appeared W. J. Langley and Dorothy Langley, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 12th day of April, 1983.

Joan M. Young
Joan M. Young
Notary Public in and for
Dallas County, Texas

My Commission Expires:

August 6, 1985

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for said County and State, personally appeared W. J. Langley, Vice-President of F & L Co, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same as the act and deed of said corporation, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 12th day of April, 1983.

Joan M. Young
Joan M. Young
Notary Public in and for
Dallas County, Texas

My Commission Expires:

August 6, 1985

STATE OF Colorado)
COUNTY OF Denver)

BEFORE ME, the undersigned authority in ~~and~~ for said County and State, personally appeared R. A. Wolgast, Attorney-in-Fact ~~President~~ of Phillips Petroleum Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same as the act and deed of said corporation, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 13th day of May, 1983.

Sharon S. Henderson
Notary Public in and for State of Colorado and Phillips Petroleum Company
Residing at:
7375 E. Quincy
Denver, Colorado 80237

My Commission Expires:
August 13, 1985

523

P-171133-a

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Form 3106–5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PARTIAL

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-57502

Lease effective date
February 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.
W 57502-A

PART I

1. Assignee's Name

Phillips Petroleum Company

Address (*include zip code*)

8055 E. Tufts Avenue Parkway
Denver, Colorado 80237

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 105 West, 6th PM Section 23: All Section 25: NE/4, S/2NW/4 Section 27: All Section 35: NE/4 Containing 1,680.00 acres, more or less Sublette County, Wyoming	T. 29 N., R. 105 W., 6th Prin Mer, WY Sec. 23: All 25: NE¼, S½NW¼ 27: All 34: NE¼ 1,680.00 acres

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
8055 E. TUFTS AVE. PARKWAY
DENVER, CO 80237

200599

RECORDED April 2 1984 8:00 AM
IN BOOK 76 Misc PAGE 523
FEES $11.00 Lucy Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	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%
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 30th day of January, 1983.

EAGLE EXPLORATION COMPANY

By _____
(Assignor's Signature)

Raymond N. Joeckel, President
200 16th Street, Suite 200
Denver, Colorado 80202

FIRST EXPLORATION COMPANY

By _____
(Assignor's Address)

1616 Glenarm, Suite 1600
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 JUL 1 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section

DEC 14 1983
(Title)

94387

[redacted] PART [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56800.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 13th day of May, 1983.

PHILLIPS PETROLEUM COMPANY

By: _____ (Assignee's Signature)

R. A. Wolgast, Attorney-in-Fact

8055 East Tufts Avenue Parkway (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.

ALBANY OIL & GAS LTD.

By _____

W-57502

200 16th Street, Suite 200
Denver, Colorado 80202

_____ (Assignor's Signature)

DR. W. J. LANGLEY

MID-AMERICA DRILLING & EXPLORATION, INC.

By _____
Lynn W. Conine, President

Suite 508 Executive Plaza
Fort Worth, Texas 76102

Suite 1111, Lockbox 109
9400 North Central Expressway (Assignor's Address)

Dallas, Texas 75231 (City) (State) (Zip Code)

connection with information required by this assignment and request for approval.

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

On the 13th day of May, 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.

_____
NOTARY PUBLIC

My Commission Expires:
August 13, 1985

Residing at:
7375 East Quincy, Denver, Colorado

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

ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF DENVER

On the 30th day of January, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared RAYMOND N. JOECKEL, known to me to be the President of EAGLE EXPLORATION COMPANY, 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
October 27, 1984

Pamela C. O'Donnell
Pamela C. O'Donnell, Notary Public
200 16th Street, Suite 200
Denver, Colorado 80202

NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO
COUNTY OF DENVER

On the 30th day of January, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene N. Burnell, known to me to be the Secretary of FIRST EXPLORATION COMPANY, 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
October 27, 1984

Pamela C. O'Donnell
Pamela C. O'Donnell, Notary Public
200 16th Street, Suite 200
Denver, Colorado 80202

NOTARY PUBLIC STATE OF COLORADO

PROVINCE OF ALBERTA
COUNTY OF CANADA

On the 31st day of March, 1983, before me, the undersigned, a Notary Public in and for said Province, personally appeared T. E. Phillips, known to me to be the VP Exploration of ALBANY OIL & GAS LTD., 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 Province the day and year in this certificate first above written.

My Commission Expires

My Appointment expires on the 31st day of December, 1983.

Thomas Richard Vukovich
Notary Public

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MIDLAND

On this 10th day of March, 19 83, before me personally appeared Lynn W. Conine, to me personally known, who, being by me duly sworn, did say that he is the President of MidAmerica Drilling & Exploration, 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 Lynn W. Conine acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 10th day of March, 19 83.

Betty Rae Moore
Notary Public

My Commission Expires:

BETTY RAE MOORE,-Notary Public
In and for the State of Texas
My Commission Expires March 14, 1984

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

On this 15th day of FEBRUARY, 19 83, personally appeared Dr. W. J. Langley to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same and his free act and deed.

WITNESS my hand and seal this 15th day of FEBRUARY, 1983.

Joan M. Young
Notary Public
JOAN M. YOUNG

My Commission Expires:

AUGUST 6, 1985

N O T I C E

When making rental payments, or writing regarding this lease, PLEASE refer to the correct serial number:

LV 57502-A

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 60 days in advance of the next rental paying or expiration 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 or let it expire. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those exisiting on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

527

Form 3106–5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PARTIAL

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-64886

Lease effective date
October 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.
W 64886-A

PART I

1. Assignee's Name

Phillips Petroleum Company

Address *(include zip code)*

8055 E. Tufts Avenue Parkway
Denver, Colorado 80237

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	Assignment approved as to lands described below
Township 30 North, Range 105 West, 6th PM Section 33: All Containing 640.00 acres, more or less Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

200600

FILED
INDEXED
COMPARED

F. April 2 1984 8:20AM
70 Ores PAGE 527
11:00 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	1%
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 30th day of January, 1983.

EAGLE EXPLORATION COMPANY

By _____
(Assignor's Signature)

Raymond N. Joeckel, President
200 16th Street, Suite 200
Denver, Colorado 80202

FIRST EXPLORATION COMPANY

By _____
(Assignor's Address)

1616 Glenarm, Suite 1600
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 JUL 1 1983

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section

DEC 14 1983

(Title) (Date)

94388

[redacted] [redacted] [redacted] COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56800 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 13th day of May , 1983 .

PHILLIPS PETROLEUM COMPANY

By: _____ 8055 East Tufts Avenue Parkway
(Assignee's Signature) (Assignee's Address)

R. A. Wolgast, Attorney-in-Fact

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.

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

On the 13th day of May, 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 L Anderson
NOTARY PUBLIC

My Commission Expires:
August 13, 1985

Residing at:
7375 East Quincy, Denver, Colorado

ALBANY OIL & GAS LTD.
By _____
60-64886
200 16th Street, Suite 200
Denver, Colorado 80202

MID-AMERICA DRILLING & EXPLORATION, INC.
By _____
Lynn W. Conine, President F.B.
Suite 508 Executive Plaza
Fort Worth, Texas 76102

_____
(Assignor's Signature)
DR. W. J. LANGLEY

Suite 1111, Lockbox 109
9400 North Central Expressway
(Assignor's Address)

Dallas, Texas 75231
(City) (State) (Zip Code)

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.

528

ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF DENVER

On the 30th day of January, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared RAYMOND N. JOECKEL, known to me to be the President of EAGLE EXPLORATION COMPANY, 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 sea at my office in said State the day and year in this certificate first above written.

My Commission Expires
October 27, 1984

Pamela C. O'Donnell, Notary Public
200 16th Street, Suite 200
Denver, Colorado 80202

STATE OF COLORADO
COUNTY OF DENVER

On the 30th day of January, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene N. Burnell, known to me to be the Secretary of FIRST EXPLORATION COMPANY, 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
October 27, 1984

Pamela C. O'Donnell, Notary Public
200 16th Street, Suite 200
Denver, Colorado 80202

PROVINCE OF ALBERTA
COUNTY OF CANADA

On the 31st day of March, 1983, before me, the undersigned, a Notary Public in and for said Province, personally appeared T. E. Phillips, known to me to be the VP Exploration of ALBANY OIL & GAS LTD., 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 Province the day and year in this certificate first above written.

My Commiss on Expires

My Appointment expires on the 31st day of December, 1983.

Thomas Richard Vukovich,
Notary Public

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MIDLAND

On this 10th day of March, 19 83, before me personally appeared Lynn W. Conine, to me personally known, who, being by me duly sworn, did say that he is the President of Mid-America Drilling & Exploration, 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 Lynn W. Conine acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 10th day of March, 19 83.

Betty Rae Moore
Notary Public

My Commission Expires:

BETTY RAE MOORE,-Notary Public
In and for the State of Texas
My Commiasion Expires March 14, 1984

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

On this 15th day of FEBRUARY, 1983, personally appeared Dr. W. J. Langley to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same and his free act and deed.

WITNESS my hand and seal this 15th day of FEBRUARY, 1983.

Joan M. Young
Notary Public
JOAN M. YOUNG

My Commission Expires:

AUGUST 6, 1985

N O T I C E

When making rental payments, or writing regarding this lease, PLEASE refer to the correct serial number:

W 64886-A

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 60 days in advance of the next rental paying or expiration 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 lense to such lands, Assignee shall then have the right to surrender such interests or let it expire. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those exisiting on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

[redacted] [redacted] [redacted]

Meadowlark
Chorney Federal 30-21
Vcal-Federal 10-20

14

ASSIGNMENT

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 ("ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto the Assignees ("ASSIGNEE") listed on Exhibit "A" attached hereto and made a part hereof, in the percentages set out beside the respective ASSIGNEES, to the extent indicated on Exhibit "A" that percentage of interests in and to the Oil and Gas Leases described on Exhibit "B," attached hereto and made a part hereof.

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provision 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 an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. These contracts, agreements and other assigmments, be they recorded or unrecorded, set forth on Exhibit "C," attached hereto and made a part hereof.

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

5. 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 leases described on Exhibit "B."

6. ASSIGNOR agrees where necessary to execute separate assignments of interest to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms by or on behalf of ASSIGNOR to ASSIGNEE in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

7. ASSIGNOR agrees to keep and maintain for ASSIGNEE'S account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNOR shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

200620

RECORDED April 2 1984 1:00 P M
70 Okt
FEE 14.75 Laird Yake COUNTY CLERK
SUBLETTE, WYOMING
by Dorothy M Turner

531

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY

By Joseph C. Mencin
Joseph C. Mencin, Attorney-in-Fact

ATTEST:

GENERAL HYDROCARBONS 1982X OIL AND GAS PROGRAM

By _____

By _____

CONTINENTAL ENERGY INVESTORS 1982-B

By Eugene D. Martin
President

ATTEST:

QUESTEX ENERGY PROGRAM 1982 B

Continental Energy Investors 1982B

By Robert Duffett Jacques

By _____

YORKTOWN ENERGY PARTNERS LTD.

By _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the Corporation. Witness my hand and official seal.

My commission expires:

Betty A. Heindl
Notary Public

Residence Littleton, Colorado
(City, State)

Address My Commission Expires July 26, 1986
3081 East Peakview Circle
Littleton, Colorado 80121

(SEAL)

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 29th day of MARCH, 1984, by EUGENE G. MARTIN, PRESIDENT of CONTINENTAL ENERGY CORPORATION, a CORPORATE GENERAL PARTNER, ~~general partner~~, on behalf of CONTINENTAL ENERGY INVESTORS 1982 B, a WISCONSIN limited partnership. Witness my hand and official seal.

My commission expires:

Notary Public, State of Wisconsin
My Commission Expires Feb. 9, 1986

L. M. Kleppe
Notary Public

Residence MILWAUKEE, WISCONSIN
(City, State)

Address 815 E. MASON STREET
SUITE 1501

(SEAL)

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 20; 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
General Hydrocarbons 1982X Oil and Gas Program Exploration Division Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	57.075% of Assignor's interest
Continental Energy Investors 1982 B 815 East Mason Street, Suite 1501 P. O. Box 2143 Milwaukee, WI 53201	6.975% of Assignor's interest
Questex Energy Program 1982 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	10.125% of Assignor's interest
Yorktown Energy Partners, Ltd. c/o Dillon, Read & Co., Inc. The Dillon Read Building 535 Madison Avenue New York, NY 10022	.825% of Assignor's interest

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS TITLE TO AN UNDIVIDED 25.000% OF ASSIGNOR'S INTEREST IN AND TO SAID OIL AND GAS LEASES.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15060	USA-W-38071	Joan Chorney	2/1/73	*T28N-R111W Section 21: S/2 Sublette County, WY	Unavailable	
15061	USA-W-55028	M. E. Bergen	8/1/76	*T28N-R111W Section 21: N/2 Section 28: N/2, SE/4SE/4 Sublette County, WY	Unavailable	
15141	USA-W-54466	Harry K. Veal	5/1/76	**T28N-R111W Section 17: W/2 Section 20: W/2 Sublette County, WY	Unavailable	

*From the surface to stratigraphic equivalent of 12,150' as drilled in the Chorney-Federal 30-21 Well located in the SW/4 of Section 21, T28N-R111W.
**From the surface to stratigraphic equivalent of 11,522' as drilled in the Veal-Federal 10-20 Well located in the NW/4 of Section 20, T28N-R111W.

635

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

1. Interest in W-55628 and W-38071 is subject to Assignments from C&K Petroleum, Inc. to Energetics Operating Company dated September 28, 1983 and Assignments from Woods/Moncrief to Energetics Operating Company dated August 25, 1983.

2. Interest in W-54466 is subject to Assignments from Woods/Moncrief to Energetics Operating Company dated October 31, 1983.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-67197

Lease effective date
April 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

JOHN J. CHRISTMANN, JR.

Address (include zip code)
1500 Broadway, Suite 300
Lubbock, Texas 79401

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

2. Describe the lands affected by this assignment

T-30-N, R-115-W, 6th Prin. Mer.

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 E/2, SW/4

Containing 1229.97 Acres
Sublette County, Wyoming

(45-day reassignment rider attached)

Assignment approved as to lands described below

200628

RECORDED April 3 1984 4:00 P M
IN BOOK 20 Orig PAGE 537
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Devine

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	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 27th day of September, 19 83.

A. W. RUTTER, JR. (Assignor's Signature)

P.O. Box 3136
(Assignor's Address)

Midland, Texas 79702
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 1983

By Eileen Peterson
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

MAR 13 1984
(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.

537

FOR ASSIGNEE

538

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 29 day of September, 1983.

John J. Christmann
(Assignee's Signature)

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

(City) (State) (Zip Code)

STATE OF: Wyoming

COUNTY OF: Sublette

It is my understanding that the foregoing instrument was signed on the 27th day of September, 19 83, by A. W. Rutter

CAROL V. KRAIL
NOTARY
PUBLIC
SUBLETTE COUNTY, WYOMING

My commission expires: 7-20-85

Carol V. Krail
Notary Public

execution.

should be obtained from the assignor.

If Assignee should at any time desire to surrender the lease to the United States as to all or any portion of the above described lands, Assignee shall tender to Assignor a reassignment of the lease as to the lands sought to be surrendered at least forty-five (45) days prior to (a) the time for the payment of the next annual rental under the terms of the lease or any extension or renewal thereof or (b) the expiration of the lease if it may be extended or renewed other than by drilling operations. If Assignor shall fail to accept the reassignment within ten (10) days from the time it is tendered, Assignee shall be free to surrender the lease as to such lands. If the reassignment is accepted by Assignor, Assignor shall save, hold and protect Assignee harmless from all rentals and liability of whatsoever character subsequently accruing with respect to the lands covered by the reassignment. Failure to tender the reassignment shall render Assignee liable, ~~only if Assignor has reserved herein an interest in production~~. Assignee's liability shall be limited to ~~the fair market value of the reserved interest at the time the reassignment is due, but shall not exceed the cash consideration paid for this Assignment~~ $20,000.

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.

[redacted] [redacted] [redacted] GPO 837 – 559

ASSIGNMENT OF OIL AND GAS LEASE

WITH RECOURSE and WITH WARRANTY, the undersigned herewith assigns to the Aurora National Bank, a national banking association, 1463 Ironton, Aurora, Colorado, all his right, title and interest in and to those certain oil and gas leases between Martin W. Wilson (#520-26-0911) as lessor and Exxon Corporation (#13-5409005) as lessee, pertaining to real property described as:

in the County of Sublette and State of Wyoming, to-wit:

1/3 of borrower's mineral interest in the following described lands:
Lot 7 & SW/4 SE/4 Section 29, and Lot 1 & NW/4 SW/4 & W/2 NW/4 & E/2 W/2 & W/2 E/2 & that portion of Green River Bed riparian to Lot 1 Section 32, Township 27 North, Range 112 West and Lots 2, 3, 8, 9 & 14 & SW/4 NE/4 & NW/4 SE/4 & that part of the Green River Bed riparian to Lots 8, 9 & 14 Section 5, Township 26 North, Range 112 West.

Martin W. Wilson

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 23rd day of March 1984, by Martin W. Wilson.

My commission expires:7-22-87

NOTARY PUBLIC

200631

RECORDED April 4 1984 8:00 A M
IN BOOK 70 D&O PAGE 539
FEES $4.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CORRECTIVE

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–73776

Lease effective date
May 1, 1967

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 ** percent of operating rights in the above-designated 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: 33.203125% Tr. III: 25.78125%

Township 27 North, Range 110 West, 6th P.M.

Tr. I: Section 11: W/2

Tr. II: Section 1: NE/4SE/4

Tr. III: Section 2: Lots 3, 4, S/2NW/4, S/2

Containing 840.28 acres, more or less

Sublette County, Wyoming

200633

RECORDED April 4 1984 1:00 P M
IN BOOK 70 O & G PAGE 540
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

	TRACT I	TRACT II	TRACT III
3. Specify ~~interest or percent of~~ operating rights being conveyed to assignee	12.375%	19.921875%	15.46875%
4. Specify ~~interest or percent of~~ operating rights being retained by assignor	8.25%	13.28125%	10.3125%
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 th transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms a 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 overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess 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 3rd day of February , 19 84 .

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)

#20-24 Jefferson Unit/land/sgh

(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.

[redacted] [redacted] [redacted]

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 26 day of March , 19 84 .

Bill St. John
(Assignee's Signature)

Bill St. John

P.O. Box 569
(Assignee's Address)

Houston Tx 77082
(City) (State) (Zip Code)

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

On this 3RD day of February, 1984, 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

Sue M. Heutschel
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Bill St. John known to me to be the person whose name is subscribed to the foregoing instrument as president of Primary Fuels, Inc., a Texas corporation, and acknowledged to me that he executed the same, on behalf 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 26th day of March, 1984.

My Commission Expires

2-28-85

Nancy Kwali
Notary Public in and for Harris
County, State of Texas

GPO 630-644

RIDER

Attached to and made a part of that certain Corrective Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated February 3rd, 1984, 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 1.291757% OVERRIDING ROYALTY INTEREST 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 1.35795% 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 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 Corrective Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made without warranty of title, either express or implied.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, this Corrective Assignment shall be deemed effective as of May 13, 1983.

THIS CORRECTIVE ASSIGNMENT is made in lieu of and not in addition to that certain Transfer, Assignment or Sublease of Operating Rights dated May 13, 1983 and recorded August 22, 1983 in Book 69 of Oil and Gas at Page 142 of the records of Sublette County, Wyoming.

#20-24 Jefferson Unit/land/sgh D-5697-2

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-56769

Lease effective date
May 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART 1

1. Assignee's Name

NICOR Exploration Company

Address (include zip code) ✓ 1667 Cole Boulevard
Golden, Colorado 80401

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

2. Describe the lands affected by this assignment

Township 33 North, Range 114 West, 6th P.M.
Section 29: S½NE¼, SE¼NW¼, N½SW¼, SE¼SW¼, SE¼
Containing 400.00 acres, more or less,
Sublette County, Wyoming.

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

200649

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED August 5 1984 8:00 A M
IN BOOK 70 Deed PAGE 543
FEES $6.00 Lang Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any 3% ORI to Charles A. Mittelstadt	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 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 August , 19 83

DEPCO, Inc. CORPORATE SEAL 1960

K. G. Ranum
(Assignor's Signature)
K. G. Ranum, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Bldg.
(Assignor's Address)
110 - 16th Street
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1983

By A. C. Dyk
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

MAR 23 1984
(Date)

WY-01689
Aspen Ridge Area
Z8-WY-22 (OA), 78-WY-24 (Beamers Bluff Unit) 543

FOR ASSIGNEE

544

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 14th day of November, 19 83

Robert W. Kearby
(Assignee's Signature)
Robert W. Kearby, Vice President

ATTEST:
By Lenna L. Ellert
SECRETARY

NICOR EXPLORATION
1667 Cole Blvd.
Golden, CO 80401
(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 JEFFERSON)

On this 14th day of November, 1983, before me appeared ROBERT W. KEARBY to me personally known, who being by me duly sworn, did say that he is vice president of NICOR Exploration Company and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Robert W. Kearby acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:
April 26, 1987

Judith Skiffen
Notary Public
409 First Street
Golden, Colorado 80403

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

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of August, 1983 by K. G. Ranum, Vice President of DEPCO, Inc., a Delaware corporation on behalf of the corporation.

My commission expires:

My Commission Expires June 19, 1985

Kenneth L. Lugt
Notary Public
1000 Petroleum Bldg.
110 - 16th St.
Denver, CO 80202

[redacted] [redacted]

Meadowlark [redacted]
Chorney Federal 30-21
Veal-Federal 10-20

ASSIGNMENT

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 ("ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto the Assignees ("ASSIGNEE") listed on Exhibit "A" attached hereto and made a part hereof, in the percentages set out beside the respective ASSIGNEES, to the extent indicated on Exhibit "A" that percentage of interests in and to the Oil and Gas Leases described on Exhibit "B," attached hereto and made a part hereof.

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provision 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 an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. Those contracts, agreements and other assigments, be they recorded or unrecorded, set forth on Exhibit "C," attached hereto and made a part hereof.

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

5. 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 leases described on Exhibit "B."

6. ASSIGNOR agrees where necessary to execute separate assignments of interest to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms by or on behalf of ASSIGNOR to ASSIGNEE in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

7. ASSIGNOR agrees to keep and maintain for ASSIGNEE'S account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNOR shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

200650

RECORDED April 5 1984 8:00 AM
IN BOOK 70 O+G PAGE 545
FEES $14.75 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Lewis

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY

By _____
Joseph C. Mencin, Attorney-in-Fact

ATTEST:

GENERAL HYDROCARBONS 1982X OIL AND GAS PROGRAM

By _____ By _____

CONTINENTAL ENERGY INVESTORS 1982-B

By _____

ATTEST:

QUESTEX ENERGY PROGRAM 1982 B

By _____ By _____

YORKTOWN ENERGY PARTNERS LTD.

By _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of February, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the Corporation. Witness my hand and official seal.

My commission expires:

Betty A. Herold
Notary Public

Residence Littleton, Colorado
(City, State)

Address My Commission Expires July 26, 1986
3081 East Peakview Circle
Littleton, Colorado 80121

(SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 29th day of March, 1984, by Darryl P. Ekstrom, President of Questex Energy Inc., a Minnesota corporation, general partner, on behalf of Questex Energy Program 1982B, a Minnesota limited partnership. Witness my hand and official seal.

My commission expires:

March 13, 1990

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

MINNESOTA 55402

Diane M. Vruno
Notary Public

Residence Minneapolis, Minnesota
(City, State)

Address 19 South First Street

Minneapolis, Minnesota 55401

(SEAL)

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
General Hydrocarbons 1982X Oil and Gas Program Exploration Division Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	57.075% of Assignor's interest
Continental Energy Investors 1982 B 815 East Mason Street, Suite 1501 P. O. Box 2143 Milwaukee, WI 53201	6.975% of Assignor's interest
Questex Energy Program 1982 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	10.125% of Assignor's interest
Yorktown Energy Partners, Ltd. c/o Dillon, Read & Co., Inc. The Dillon Read Building 535 Madison Avenue New York, NY 10022	.825% of Assignor's interest

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS TITLE TO AN UNDIVIDED 25.000% OF ASSIGNOR'S INTEREST IN AND TO SAID OIL AND GAS LEASES.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15060	USA-W-38071	Joan Chorney	2/1/73	*T28N-R111W Section 21: S/2 Sublette County, WY	Unavailable	
15061	USA-W-55628	H. E. Bergen	8/1/76	*T28N-R111W Section 21: N/2 Section 28: N/2, SE/4SE/4 Sublette County, WY	Unavailable	
15141	USA-W-54466	Harry K. Veal	5/1/76	**T28N-R111W Section 17: W/2 Section 20: W/2 Sublette County, WY	Unavailable	

*From the surface to stratigraphic equivalent of 12,150' as drilled in the Chorney-Federal 30-21 Well located in the SW/4 of Section 21, T28N-R111W.
**From the surface to stratigraphic equivalent of 11,522' as drilled in the Veal-Federal 10-20 Well located in the NW/4 of Section 20, T28N-R111W.

545

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

1. Interest in W-55628 and W-38071 is subject to Assignments from C&K Petroleum, Inc. to Energetics Operating Company dated September 28, 1983 and Assignments from Woods/Moncrief to Energetics Operating Company dated August 25, 1983.

2. Interest in W-54466 is subject to Assignments from Woods/Moncrief to Energetics Operating Company dated October 31, 1983.

Form TA-21 (P[redacted] KLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 21, 1979, from Violet Pinson, a widow, as Lessors, to Kenai Oil and Gas, as Lessee, recorded in Book ____, Page ____, of the Oil & Gas Lease Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Sec. 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Sec. 17: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 18: Lots 1,2, E½, E½NW¼, NE¼SW¼
Sec. 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Sec. 21: W½, W½E½, SE¼NE¼, E½SE¼
Sec, 28: NW¼NE¼, N½NW¼
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, SE¼SW¼, SW¼SE¼

T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S½NE¼, SE¼NW¼, N½SE¼
Sec. 12: Lots 1,2,3,4, S½N½, N½S½, SW¼SW¼, S½SE¼
Sec. 13: NE¼NE¼
T33 N, R112 W, 6th P.M.
Sec. 27: W½NE¼, S½NW¼, S½
Sec. 34: N½NE¼, SE¼NE¼
Sec, 35: SW¼NE¼, W½, SE¼

8 52895 08

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 ____ 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
Sue L. O'Neill	1253-57 Los Olivas Dr. Salinas, CA 93901	Acct. No. ____	$130.47

200696

RECORDED April 9, 1984 8:00 AM
IN BOOK 72 Misc PAGE 551
FEES $10.50 Lana York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stivers

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 22 day of March, 19 84

X Sue L. O'Neill (Seal)
Sue L. O'Neill

____ (Seal)

____ (Seal)

____ (Seal)

____ (Seal)

This instrument prepared by A. L. Ferguson for Gulf Oil Corporation. GLN: 8-52895-08
R/D: 6/15; (5)

10 50

Form TA-21 (Rev. 4-4-49) OKLA. - KAN - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

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 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
Sue L. O'Neill	1253-57 Los Olivas Dr. Salinas, CA 93901	Acct. No.	$130.47

200696

RECORDED April 9 1984 8:00 A M
IN BOOK 70 Oil & PAGE 551
FEES $10.50 Lavon York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

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 22 day of March, 19 84

X Sue L. O'Neill (Seal)
Sue L. O'Neill

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF California }
COUNTY OF Monterey } ss.

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 19 84, personally appeared Sue L. O'Neill

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

OFFICIAL SEAL
JOAN E. SANTORO
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
MY COMMISSION EXPIRES JULY 19 1985

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

My Commission Expires 7-19-85

Joan E. Santoro
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:

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

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

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

_____
Notary Public.

(SEAL)

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County,

Term _____

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

_____
County Clerk.

By _____ Deputy.

When recorded return to

554

200697

RECORDED April 9 1984 8:00 AM
IN BOOK 70 Deed PAGE 554
FEES 10.75 Lenore Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

10

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

by Dorothy McClure

KNOW ALL MEN BY THESE PRESENTS

THAT, GOODSTEIN INC., a Wyoming corporation with principal offices at 111 West Second Street, Room 320, Casper, Wyoming, 82601, (hereinafter called "ASSIGNOR") for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration paid by TERRA RESOURCES, INC., a Delaware corporation with principal offices at 5416 South Yale Avenue, Tulsa, Oklahoma 74135, (hereinafter called "ASSIGNEE"), the receipt and sufficiency of which are hereby acknowledged, has and does hereby grant, bargain, transfer, sell, assign and convey unto the said Assignee, its successors and assigns, all of Assignors interest in and to the following:

A. All of the oil, gas and mineral leases, leasehold estates evidenced thereby, working interests, carried interests, royalty interests, overriding royalty interests, mineral interests, net profits and production payment interests and interests of every other kind and character in oil, gas and mineral leases and other properties described on Exhibit "A" attached hereto and made a part hereof; and

B. All presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the leases or properties described or referenced in Subparagraph "A" above; and

C. All presently existing and valid oil and gas sales, purchase, transportation, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, tax partnerships, and other contracts, agreements and instruments which relate to any of these leases or properties described or referenced in Subparagraph "A"; and

D. All personal property, improvements, lease and well equipment, surface leases, easements, permits, licenses, servitudes and rights-of-way (including, but not by way of limitation, any wells, tanks, boilers, buildings, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment, gathering systems, power lines, telephone and telegraph lines, roads and other appurtenances and easements) now being used or useful in connection with the exploration, development, operation or maintenance of the leases, lands or properties described or referenced in Subparagraph "A", or any unit or units in which part or parts of such leases, lands or properties may be included, or being used or useful in connection with the production, treating, storing, transportation or marketing of oil, gas and other minerals produced from or allocated to such leases, lands or properties or such unit or units; and

E. Without limitation of the foregoing, any and all other oil leases, gas leases, oil and gas leases, oil, gas and mineral leases, (excluding sulphur leases), whether producing or non-producing, and all personal property and fixtures used or useful in connection therewith, as well as any and all other interest in minerals and lands of every nature or description (excluding office leases used for maintaining oil, gas or mineral leases or to facilitate operations or activities connected therewith), including all contracts and agreements associated therewith or relevant thereto, held by Assignor as of the effective date hereof which are not otherwise described or referenced in Subparagraph "A", or are not covered by any of Subparagraphs A, B, C or D above; and

F. Such leases, interests, rights and properties specified in the foregoing Subparagraphs A, B, C, D and E are herein called the "Subject Properties"; and

G. Assignor and Assignee agree to execute and deliver all other [redacted]ional conveyances, r[redacted]ications, instruments, [redacted]tices, [redacted]on orders, transfer or[redacted] and other documents an[redacted] all

such other further acts and things as may be necessary to more fully and effectively grant, convey and assign the rights, titles, interests and estates in the Subject Properties intended to be so conveyed.

TO HAVE AND TO HOLD the Subject Properties unto Assignee and its successors and assigns forever, and for the same consideration hereinabove stated, Assignor warrants and represents that the Subject Properties are free and clear of all liens and encumbrances created by Assignor, and that Assignor has full power and authority to sell and assign the same, and agrees to warrant and forever defend title to the Subject Properties unto the said Assignee, its successors and assigns, against every person whosoever lawfully claiming, or to claim, the same or any part thereof, by, through or under Assignor, but not otherwise. Assignor's liability for warranties shall be limited to the consideration paid for the Subject Properties plus costs of defense.

Without limitation of the generality of the immediately preceding paragraph, and as to any personal property conveyed hereunder, Assignor expressly disclaims and negates (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for use for a particular purpose, and (c) any implied or express warranty of conformity to models or samples of materials.

This Assignment is being executed in multiple originals, all of which are identical, except that to facilitate recordation in counterparts hereof, only that portion of Exhibit "A" which contains specific descriptions of Subject Properties located in the recording jurisdiction where that counterpart is to be recorded are included, and other portions of Exhibit "A" are included by reference only. All of such counterparts together constitute but one and the same instrument. Complete copies of this Assignment containing the entire Exhibit "A" have been retained by Assignor and Assignee.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF this Assignment, Bill of Sale and Conveyance has been executed by Assignor on March 29, 1984, but is delivered and effective as of 7:00 a.m. local time, (at the location of the subject properties, respectively) on March 1, 1984, (effective date).

ASSIGNOR

WITNESSES:

_____

_____

GOODSTEIN INC.

BY _____
R. J. Todd President

ATTEST:

_____
C. L. Tangney Secretary

ASSIGNEE

WITNESSES:

_____

_____

TERRA RESOURCES, INC.

BY: _____
Bill Odum, Senior Vice-President

ATTEST:

_____
William H. Everett III
Secretary

STATE OF WYOMING §
§ ss.
COUNTY OF NATRONA §

The foregoing instrument was acknowledged before me this 29th day of March, 1984 by R. J. Todd, President of GOODSTEIN, INC., a Wyoming corporation, on behalf of the corporation. [WY, ND, SD, NV]

The foregoing instrument was acknowledged before me this 29th day of March, 1984 by Bill Odum, Senior Vice-President of TERRA RESOURCES, INC. a Delaware corporation, on behalf of the corporation. [WY, ND, SD, NV]

On this 29th day of March, in the year 1984, before me, the undersigned authority, personally appeared R. J. Todd, 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]

On this 29th day of March, in the year 1984, before me, the undersigned authority, personally appeared Bill Odum, known to me to be the Senior Vice-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 R. J. Todd, President of GOODSTEIN INC., a Wyoming 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]

Before me, the undersigned authority, on this day personally appeared Bill Odum, Senior Vice-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]

On this 29th day of March, 1984, before me appeared R. J. Todd, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the President of GOODSTEIN 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]

On this 29th day of March, 1984, before me appeared Bill Odum, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Senior Vice-President of TERRA RESOURCES, INC., and that the seal affixed to said foregoing instru-ment is the corporate seal of said corporation and that the instru-ment 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]

Witness my hand and official seal.

Sandra J. Nations
NOTARY PUBLIC IN AND FOR
NATRONA COUNTY, WYOMING

My Commission Expires:
5/20/84

Sandra J. Nations - Notary Public
County of Natrona — State of Wyoming
My Com[redacted]xpires May 20, 1984

SANDRA J. NATIONS
Printed Name of Notary Public

P. O. Box 1700
Casper, Wyoming 82601
[redacted]dress

[redacted]SE	LESSOR	LESSEE	LEASE DATE	VOLUME	PAGE
5212-00	U.S.A. #W0318400 GOODSTEIN #353-6739R	ROSEN, GERALD L	12/01/65 T-28N R-115W SEC 10: SE SEC 11: S/2 SEC 12: SW SEC 13: NW SEC 14: N/2		
5213-00	U.S.A. #W-0318401 GOODSTEIN #353-6740R	ROSEN, GERALD L.	11/01/65 T-28N R-115W SEC 15: NE		
[redacted]3-00	U.S.A. #W-57811 GOODSTEIN #69-8975	FRED GOODSTEIN	10/01/77 T-27N R-110W SEC 24: N/2, E/2 SW SEC 25: E/2 NW		

[redacted]

557

558 April 2 1984 8:00AM

200698

IN BOOK 70 Misc PAGE 558
FEES 10.00 Sandy Gale COUNTY CLERK
SUBLETTE COUNTY CLERK By Dorothy McClure

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS

THAT, TRIGOOD OIL COMPANY, a Wyoming corporation with principal offices at 111 West Second Street, Room 320, Casper, Wyoming, 82601, (hereinafter called "ASSIGNOR") for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration paid by TERRA RESOURCES, INC., a Delaware corporation with principal offices at 5416 South Yale Avenue, Tulsa, Oklahoma 74135, (hereinafter called "ASSIGNEE"), the receipt and sufficiency of which are hereby acknowledged, has and does hereby grant, bargain, transfer, sell, assign and convey unto the said Assignee, its successors and assigns, all of Assignors interest in and to the following:

A. All of the oil, gas and mineral leases, leasehold estates evidenced thereby, working interests, carried interests, royalty interests, overriding royalty interests, mineral interests, net profits and production payment interests and interests of every other kind and character in oil, gas and mineral leases and other properties described on Exhibit "A" attached hereto and made a part hereof; and

B. All presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the leases or properties described or referenced in Subparagraph "A" above; and

C. All presently existing and valid oil and gas sales, purchase, transportation, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, tax partnerships, and other contracts, agreements and instruments which relate to any of these leases or properties described or referenced in Subparagraph "A"; and

D. All personal property, improvements, lease and well equipment, surface leases, easements, permits, licenses, servitudes and rights-of-way (including, but not by way of limitation, any wells, tanks, boilers, buildings, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment, gathering systems, power lines, telephone and telegraph lines, roads and other appurtenances and easements) now being used or useful in connection with the exploration, development, operation or maintenance of the leases, lands or properties described or referenced in Subparagraph "A", or any unit or units in which part or parts of such leases, lands or properties may be included, or being used or useful in connection with the production, treating, storing, transportation or marketing of oil, gas and other minerals produced from or allocated to such leases, lands or properties or such unit or units; and

E. Without limitation of the foregoing, any and all other oil leases, gas leases, oil and gas leases, oil, gas and mineral leases, (excluding sulphur leases), whether producing or non-producing, and all personal property and fixtures used or useful in connection therewith, as well as any and all other interest in minerals and lands of every nature or description (excluding office leases used for maintaining oil, gas or mineral leases or to facilitate operations or activities connected therewith), including all contracts and agreements associated therewith or relevant thereto, held by Assignor as of the effective date hereof which are not otherwise described or referenced in Subparagraph "A", or are not covered by any of Subparagraphs A, B, C or D above; and

F. Such leases, interests, rights and properties specified in the foregoing Subparagraphs A, B, C, D and E are herein called the "Subject Properties"; and

G. Assignor and Assignee agree to execute and deliver all other additional conveyances, ratifications, instruments, notices,

division orders, transfer orders and other documents and to do all such other further acts and things as may be necessary to more fully and effectively grant, convey and assign the rights, titles, interests and estates in the Subject Properties intended to be so conveyed.

TO HAVE AND TO HOLD the Subject Properties unto Assignee and its successors and assigns forever, and for the same consideration hereinabove stated, Assignor warrants and represents that the Subject Properties are free and clear of all liens and encumbrances created by Assignor, and that Assignor has full power and authority to sell and assign the same, and agrees to warrant and forever defend title to the Subject Properties unto the said Assignee, its successors and assigns, against every person whosoever lawfully claiming, or to claim, the same or any part thereof, by, through or under Assignor, but not otherwise. Assignor's liability for warranties shall be limited to the consideration paid for the Subject Properties plus costs of defense.

Without limitation of the generality of the immediately preceding paragraph, and as to any personal property conveyed hereunder, Assignor expressly disclaims and negates (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for use for a particular purpose, and (c) any implied or express warranty of conformity to models or samples of materials.

This Assignment is being executed in multiple originals, all of which are identical, except that to facilitate recordation in counterparts hereof, only that portion of Exhibit "A" which contains specific descriptions of Subject Properties located in the recording jurisdiction where that counterpart is to be recorded are included, and other portions of Exhibit "A" are included by reference only. All of such counterparts together constitute but one and the same instrument. Complete copies of this Assignment containing the entire Exhibit "A" have been retained by Assignor and Assignee.

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IN WITNESS WHEREOF this Assignment, Bill of Sale and Conveyance has been executed by Assignor on March 29, 1984, but is delivered and effective as of 7:00 a.m. local time, (at the location of the subject properties, respectively) on March 1, 1984, (effective date).

ASSIGNOR

WITNESSES:

TRIGOOD OIL COMPANY

R. J. Todd President

ATTEST:

C. L. Tangney Secretary

ASSIGNEE

WITNESSES:

TERRA RESOURCES, INC.

Bill Odum Senior Vice-President

ATTEST:

William H. Everett III
Secretary

STATE OF WYOMING §
§ ss.
COUNTY OF NATRONA §

The foregoing instrument was acknowledged before me this 29th day of March, 1984 by R. J. Todd, President of TRIGOOD OIL COMPANY ,a Wyoming corporation, on behalf of the corporation. [WY, ND, SD, NV]

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[WY, ND, SD, NV]

On this 29th day of March, in the year 1984, before me, the undersigned authority, personally appeared R. J. Todd, 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]

On this 29th day of March, in the year 1984, before me, the undersigned authority, personally appeared Bill Odum, known to me to be the Senior Vice-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 R. J. Todd, President of TRIGOOD OIL COMPANY, a Wyoming 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]

Before me, the undersigned authority, on this day personally appeared Bill Odum, Senior Vice-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]

On this 29th day of March, 1984, before me appeared R. J. Todd, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the President of TRIGOOD OIL COMPANY, 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]

On this 29th day of March, 1984, before me appeared Bill Odum, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Senior Vice-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]

Witness my hand and official seal.

Sandra J. Nations
NOTARY PUBLIC IN AND FOR
NATRONA COUNTY, WYOMING

My Commission Expires:
5/20/84

Sandra J. Nations - Notary Public
County of Natrona State of Wyoming
My Commission Expires May 20, 1984

SANDRA J. NATIONS
Printed Name of Notary Public

P. O. Box 1700
Casper, Wyoming 82601
Address

UL8012-10000)
TATE - 49 WYOMING
OUNTY- 035 SUBLETTE
REA - 1833 TRIGOOD

EXHIBIT 'A'

ASE	LESSOR	LESSEE	DATE	LEASE VOLUME	PAGE
55278-00	U.S.A. #W-58384 TRIGOOD #69 T9029	R.W. ROBBINS	4/01/77 T-27N R-112W SEC 23: NE SEC 23: N/2 SE		

58

562

A.A.P.L. FORM 610 - 1977

MODEL FORM OPERATING AGREEMENT

200703

RECORDED April 10 1984 8:00 AM
IN BOOK 70 O&G PAGE 562
FEES $57.25 Doris Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurin

OPERATING AGREEMENT

DATED

March 25, 19 84,

OPERATOR ENERGETICS OPERATING COMPANY

CONTRACT AREA Township 28 North, Range 110W

Section 8

COUNTY OR PARISH OF Sublette STATE OF Wyoming

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SUGAR LOAF WY-567

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A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between ENERGETICS OPERATING COMPANY _____, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators".

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore and develop these leases and or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

☒ A. Exhibit "A", shall include the following information:
(1) Identification of lands subject to agreement,
(2) Restrictions, if any, as to depths or formations,
(3) Percentages or fractional interests of parties to this agreement,
(4) Oil and gas leases and/or oil and gas interests subject to this agreement,
(5) Addresses of parties for notice purposes.

☒ C. Exhibit "C", Accounting Procedure.

☒ D. Exhibit "D", Insurance.

If any provision of any exhibit, except Exhibits "B" and "E", is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an unleased oil and gas interest in the Contract Area, that interest shall be treated for the purpose of this agreement and during the term hereof as if it were a leased interest under the form of oil and gas lease attached as Exhibit "B". As to such interest, the owner shall receive royalty on production as prescribed in the form of oil and gas lease attached hereto as Exhibit "B". Such party shall, however, be subject to all of the provisions of this agreement relating to lessees, to the extent that it owns the lessee interest.

B. Interest of Parties in Costs and Production:

Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and material acquired in operations on the Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All production of oil and gas from the Contract Area, subject to the payment of lessor's royalties which will be borne by the Joint Account, shall also be owned by the parties in the same manner during the term hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests covered hereby.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

☐ Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.

☒ Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. The Operator shall be responsible for the preparation and recording of Pooling Designations or Declarations as well as the conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

B. Loss of Title:

~~(1) Failure of Title. Should any oil and gas interest or interests therein be lost through~~ failure of title, which ~~results~~ in a reduction of interest from that shown on Exhibit "A", this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests, and

~~(a)~~ The party whose oil and gas lease or interest is affected by the title failure shall bear alone ~~the loss and shall not be entitled to reimburse Operator~~

~~or operating costs which it may have theretofore paid but there shall be no monetary liability on its~~ part to the other parties hereto for drilling, development, operating or other similar costs by reason of such title failure; and

(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost; and

(c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well; and

(d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded; and

(e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties in the same proportions in which they shared in such prior production; and

(f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.

2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B, the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or ~~receiving a share of the proceeds~~

3. Other Losses: All losses incurred, ~~other than those set forth in Article VIII.B.2~~ above, shall not be considered failure of title but shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V.
OPERATOR

A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:

ENERGETICS OPERATING COMPANY shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the Parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. If the Operator that is removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of the Operator that was removed.

C. Employees:

The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator, and all such employees shall be the employees of Operator.

D. Drilling Contracts:

All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges thereof shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature.

ARTICLE VI.
DRILLING AND DEVELOPMENT

A. Initial Well:

On or before the 18th day of May, 1982, Operator shall commence the drilling of a well for oil and gas at the following location:

1197' FNL, 1414' FWL, Section 8, T28N-R110W
Sublette County, Wyoming

and shall thereafter continue the drilling of the well with due diligence to

15900' or the Aspen Formation, whichever is the lesser.

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.

If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the well as a dry hole, it shall first secure the consent of all parties and shall plug and abandon same as provided in Article VI.E.1. hereof.

EXHIBIT 57

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B. Subsequent Operations:

1. Proposed Operations: **Should any party hereto desire to drill any well on the Contract Area other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday or legal holidays. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing.**

2. Operations by Less than All Parties: **If any party receiving such notice as provided in Article VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within sixty (60) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.**

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest of the parties approving such operation, and (b) its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A", or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its election, may withdraw such proposal if there is insufficient participation, and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting production taxes, royalty, overriding royalty and other interests existing on the effective date hereof, payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

(a) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and

(b) 300% of that portion of the costs and expenses of drilling, reworking, deepening, or plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and

400% of that portion of the cost of newly acquired equipment in the well (to and including the well-head connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

Gas production attributable to any Non-Consenting Party's relinquished interest upon such Party's election, shall be sold to its purchaser, if available, under the terms of its existing gas sales contract. Such Non-Consenting Party shall direct its purchaser to remit the proceeds receivable from such sale direct to the Consenting Parties until the amounts provided for in this Article are recovered from the Non-Consenting Party's relinquished interest. If such Non-Consenting Party has not contracted for sale of its gas at the time such gas is available for delivery, or has not made the election as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-Consenting Party's share of gas as hereinabove provided during the recoupment period.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure, attached hereto.

Notwithstanding the provisions of this Article VI.B.2, it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b) to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article VI.A.

C. Right to Take Production In Kind:

Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any

party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment direct from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others at any time and from time to time, for the account of the non-taking party at the best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's share of gas production without first giving such other party thirty (30) days notice of such intended sale.

In the event one or more parties' separate disposition of its share of the gas causes split-stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any Gas Balancing Agreement between the parties hereto, whether such Agreement is attached as Exhibit "E", or is a separate Agreement.

D. Access to Contract Area and Information:

Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the information.

E. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling of such well. Any party who objects to the plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and/or gas subject to the provisions of Article VI.B.

2. Abandonment of Wells that have Produced: Except for any well which has been drilled or reworked pursuant to Article VI.B.2 hereof for which the Consenting Parties have not been fully reimbursed as therein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of such well, all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one year and so long thereafter as oil and/or gas is produced from the interval or inter-

vals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit "B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in the Accounting Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

C. Payments and Accounting:

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

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D. Limitation of Expenditures:

1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this Agreement, it being understood that the consent to the drilling or deepening shall include:

☒ Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and equipping of the well, including necessary tankage and or surface facilities.

☐ Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When such well has reached its authorized depth, and all tests have been completed, Operator shall give immediate notice to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect to participate in the setting of casing and the completion attempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less than all parties.

2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agreement, it being understood that the consent to the reworking or plugging back of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage and or surface facilities.

3. Other Operations: Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Twenty-five Thousand Dollars ($ 25,000) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares "Authority for Expenditures" for its own use, Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project costing in excess of Twenty-five Thousand Dollars ($ 25,000).

E. Royalties, Overriding Royalties and Other Payments:

Each party shall pay or deliver, or cause to be paid or delivered, all royalties to the extent of _____ due on its share of production and shall hold the other parties free from any liability therefor. If the interest of any party in any oil and gas lease covered by this agreement is subject to any royalty, overriding royalty, production payment, or other charge over and above the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account for or cause to be accounted for, such interest to the owners thereof.

No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis, the party contributing such lease shall bear the royalty burden insofar as such higher price is concerned.

F. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article ~~VI.B.~~ IV.B.3.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shutting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and Legal days), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator [redacted] days of any lease entitled hereto [redacted] Operator for failure to make the [redacted] gas

of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

G. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Operator shall bill other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

Each party shall pay or cause to be paid all production, severance, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and or gas produced under the terms of this agreement.

H. Insurance:

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's fully owned automotive equipment.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not desiring to surrender an oil and gas lease covering such oil and gas interest for a term of one year and so long thereafter as oil and, or gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B". Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall

be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignor's or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Contract Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

B. Renewal or Extension of Leases:

If any party secures a renewal of any oil and gas lease subject to this Agreement, all other parties shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their several proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in the Contract Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall apply also and in like manner to extensions of oil and gas leases.

C. Acreage or Cash Contributions:

While this agreement is in force, if any party contracts for a contribution of cash toward the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and accept such tender, such acreage shall not become a part of the Contract Area. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Subsequently Created Interest:

Notwithstanding the provisions of Article VIII.E. and VIII.G., if any party hereto shall, subsequent to execution of this agreement, create an overriding royalty, production payment, or net proceeds interest, which such interests are hereinafter referred to as "subsequently created interest", such subsequently created interest shall be specifically made subject to all of the terms and provisions of this agreement, as follows:

1. If non-consent operations are conducted pursuant to any provision of this agreement, and the party conducting such operations becomes entitled to receive the production attributable to the interest out of which the subsequently created interest is derived, such party shall receive same free and clear of such subsequently created interest. The party creating same shall bear and pay all such subsequently created interests and shall indemnify and hold the other parties hereto free and harmless from any and all liability resulting therefrom.

2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under provisions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created interest.

E. Maintenance of Uniform Interest:

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this agreement, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all leases and equipment and production; or

2. an equal undivided interest in all leases and equipment and production in the Contract Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds hereof.

F. Waiver of Right to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

G. Preferential Right to Purchase:

~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and~~ interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

~~This agreement is not intended to create, and shall not be construed to create, a relationship of~~ partnership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for Federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give additional evidence of this election, each such party shall execute such documents and furnish such other evidence as may be

~~such party shall give any notice or take any other action inconsistent with the election made hereby.~~ If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single damage claim or suit arising from operations hereunder if the expenditure does not exceed Five Thousand and No/100---------- Dollars ($ 5,000.00) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, the party shall immediately notify Operator, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties, and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by teletype, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

ARTICLE XIII.
TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subjected hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease, or oil and gas interest contributed by any other party beyond the term of this agreement.

[X] Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise, and/or so long as oil or/or gas production continues from any lease or oil and gas interest.

☐ Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of _____ days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling or reworking a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and or gas from the Contract Area, this agreement shall terminate unless drilling or reworking operations are commenced within _____ days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the committed acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

The essential validity of this agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state where most of the land in the Contract Area is located shall govern.

ARTICLE XV.
OTHER PROVISIONS

(A) In the performance of work under this agreement, the Operator agrees to comply with the non-discrimination provisions of Section 202 (1)(7) of Executive Order 11246 (30 F.R. 12319). The unit Operator agrees to insert the foregoing provisions in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

(B) All or a percentage of any Party's interest in the Contract Area may be conveyed to a party or third party. Before such conveyance shall become effective, all payments due by the conveying Party under this agreement to the Operator shall have been paid or settlement otherwise made. If any Party shall assign all or any percentage of its interest in the Contract Area, such assignment shall expressly provide that the interest assigned is subject to all of the terms and provisions of this Operating Agreement.

(C) Notwithstanding any provision to the contrary contained in this agreement, if any Party fails to advance funds or pay bills in the amounts and within the time period provided for in this agreement, Operator or any Non-Operator if Operator is in default, may at its election, place such Party in default by giving written notice to the other Parties of such default, containing a statement of such default. If the defaulting Party fails to remedy its default within thirty (30) days after receipt of written notice, the Party giving such notice shall at its option (1) take the necessary action to collect the amount due plus interest, damages, and costs, or (2) declare the interest of the defaulting Party in the Contract Area forfeited and the defaulting Party shall cease to be a Party hereto; each such remaining Party shall have the right to receive its proportionate share of such forfeited interest; and the defaulting Party shall forthwith and without consideration do and perform all necessary acts and things to evidence such forfeiture.

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ARTICLE XVI.
MISCELLANEOUS

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

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 16th day of May, 1982.

OPERATOR

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin mlb
Joseph C. Mencin, Attorney-in-Face

NON-OPERATORS

ENERGETICS 1981 YEAR-END LIMITED PARTNERSHIP

BY: _____
Jordan R. Smith

ENERGETICS 1981 STROH YEAR-END LIMITED PARTNERSHIP

BY: _____
Jordan R. Smith

GENERAL HYDROCARBONS 1981X OIL AND GAS PROGRAM

BY: _____
John J. Tonnsen

GUARANTY ENERGY GROUP 1981

BY: _____
John J. Tonnsen

DARRYL P. EKSTROM 1981 B TRUST

BY: Darryl P. Ekstrom
Darryl P. Ekstrom

QUESTEX ENERGY PROGRAM 1981 B

BY: Darryl P. Ekstrom
Darryl P. Ekstrom

ENCORE EXPLORATION 1981 - LC, L.P.

BY: _____
Richard D. Segal

KAISER ENERGY, INC

BY: _____
K. J. Kundrik

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of April, 1984, by Darryl P. Ekstrom, Trustee of the Darryl P. Ekstrom 1981B Trust, on behalf of the Trust.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

March 13, 1990

Residence Minneapolis, Minnesota
(State, City)

Address 19 South First Street

Minneapolis, Minnesota 55401

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of April, 1984, by Darryl P. Ekstrom, General Partner of QUESTEX ENERGY PROGRAM 1981-B, a Minnesota limited partnership, on behalf of said partnership.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

March 13, 1990

Residence Minneapolis, Minnesota
(State, City)

Address 19 South First Street

Minneapolis, Minnesota 55401

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

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CONTINENTAL-AMERICAN DRILLING PROGRAM
1981-B, LTD.

BY: _____
~~Jost Nickelsberg~~

BEACON EXPLORATION COMPANY

BY: _____
Priscilla Sip

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28 day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of ENERGETICS OPERATING COMPANY, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
NOTARY 2/20/85

(SEAL)

Phyllis R. Habefield
Notary Public

Address: 425 S. Cherry, Ste 580
Denver, Co 80222

Sugar Loaf WY-567
March 25, 1984

Signature page attached to and
made a part of that certain
Joint Operating Agreement dated
March 25, 1984 between Energetics
Operating Company and Energetics
1981 Year-end Limited Partnership, et al

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated March 25, 1984 between Energetics Operating Company and Energetics 1981 Year-end Limited Partnership, et al.

1. LANDS SUBJECT TO THIS AGREEMENT

Township 28 North, Range 110 West
Section 8: All
Sublette County, Wyoming

2. PERCENTAGES AND ADDRESSES OF THE PARTIES TO THIS AGREEMENT:

Name & Address	Working Interest Before Payout	Working Interest After Payout
Energetics 1981 Year-End Limited Partnership 116 Inverness Drive East Englewood, CO. 80112	5.264%	4.4664%
Energetics 1981 Stroh Year-End Limited Partnership 116 Inverness Drive East Englewood, CO. 80112	1.371	1.1633
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT. 59107-1515	23.3574	18.6581
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT. 59107-1515	15.5722	12.4392
Darryl P. Ekstrom 1981 B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	.4267	.3144
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	2.3681	1.7449
Encore Exploration 1981 - LC. L.P. 707 Westchester Avenue, Suite 400 White Plains, NY 10604	20.0000	16.0000
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, CA 94643	21.5909	15.9091
Continental-American Drilling Program 1981-B Ltd. The Village Green P. O. Box 618 Bedford, NY 10506	3.4546	2.5455
Energetics Operating Company 116 Inverness Drive East Englewood, CO 80112	6.5951	24.3596
Beacon Exploration Company 410 Seventeenth Street, Suite 2300 Denver, CO. 80202	-0-	2.3995

EXHIBIT "A" (Continued)

3. Oil and Gas Leases Subject to this Agreement

Federal lease W 72837 covering T28N, R110W,6th Prin Mer
Sections 5: Lots 1, 2, 3, 4, S/2
6: Lot 4, S/2 SE/4
7: E/2
8: All

All located within Sublette County, Wyoming

[redacted] COL. [redacted] 74101

Recom[redacted] the Council [redacted] leum Accountants Societies of North America

COPAS

EXHIBIT "C"

Attached to and made a part of that certain Operating Agreement dated March 25, 1984 between Energetics Operating Company and Energetics 1981 Year-End Limited Partnership, et al.

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 technical 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 eighteen percent (18%) 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 ~~twenty-five percent (25%)~~ twenty-three percent (23%).

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 $250 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 eight per cent (8%) 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 (xx) 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 $ 3,500
Producing Well Rate $ 350

(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 downhole 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, inactive 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.

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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 BE NEGOTIATED

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 $_____:

A. _____% of total costs if such costs are more than $_____ but less than $_____; plus

B. _____% of total costs in excess of $_____ but less than $1,000,000; plus

C. _____% 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 life 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

( ) 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 5 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.

EXHIBIT "D"

INSURANCE

At all times while operations are conducted hereunder, Operator shall carry insurance of the types and in amounts as follows:

a. Workers' Compensation insurance in full compliance with all applicable state and federal laws and regulations.

b. Employer's Liability insurance in the limits of $100,000 per accident covering injury or death to any employee which may be outside the scope of the Workers' Compensation statute of the state in which the work is performed.

c. Comprehensive General Liability insurance with limits of $300,000 for injury or death for any one occurrence and with limits of $100,000 for property damage per occurrence including Blowout and Cratering, Products and Completed Operations, and Broad Form Contractual liability as respects any contract into which the operator may enter under the terms of this agreement.

d. Automobile Liability insurance covering owned, non-owned, and hired automotive equipment with limits of $100,000 for injury to or death of any one person and $300,000 for any one occurrence and $100,000 property damage.

e. Non-operating working interest owners shall be named as Additional Insureds on the liability insurance policies, but only with respect to the performance of all work hereunder.

f. All such insurance shall be carried in a company or companies acceptable to all non-operating parties and shall be maintained in full force and effect during the terms of this agreement, and shall not be cancelled, altered or amended without 30 days prior written notice having first been furnished all non-operating parties. Operator agrees to have its insurance carrier furnish non-operating parties certificates of insurance evidencing such insurance coverages as required above.

g. Operator shall carry such other insurance as may be mutually agreed upon by all parties.

h. Operator and non-operating working interest owners do agree to mutually waive subrogation in favor of each other in all insurance carried by each party.

26-117 [redacted] [redacted]
not in this county

200704

RECORDED April 10 1984 2:30 P.M.
IN BOOK 20 Misc PAGE 589
FEES 5.50 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M. Thurin

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, whose address is 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto the Assignees listed on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as "ASSIGNEE"), in the percentages set out beside the respective ASSIGNEE, to the extend indicated on Exhibit "A", that percentage of interest in and to the Oil and Gas Leases described on Exhibit "B", attached hereto and made a part hereof.

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, excepting that overriding royalty interest described in Paragraph 3 below, the proportionate burdens of which shall be assumed and borne by ASSIGNEE, and an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The interest assigned hereunder shall not bear that certain overriding royalty created by Assignment of Overriding Royalty Interest from Energetics, Inc. (predecessor in interest to Energetics Operating Company) to Eaglewood Finance Company, dated 11-16-82, recorded in Book 195 PR, Page 410 of the records of Lincoln County, Wyoming.

4. The terms and conditions of that Assignment Affecting Record Title to Oil and Gas Lease between Energetics, Inc., a Colorado corporation, as Assignee, and Larry L. Hanson, as Assignor, said Assignment whereby Energetics Operating Company acquired its interest insofar and only insofar as said Assignment refers to the lands listed on Exhibit "B" hereto.

5. ASSIGNEES proportionate share of the burden of that certain overriding royalty interest which was created by Assignment from Energetics, Inc. (predecessor in interest to Energetics Operating Company) to Continental Illinois Energy Development Corporation, dated 7-20-82, effective 1-4-82, recorded in Book 733, Page 1810 of the records of Sublette County, Wyoming and in Book 189 PR, Page 705 of the records of Lincoln County, Wyoming.

6. This Assignment is made without representation or warranty of title either express or implied.

7. 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 leases described on Exhibit "B".

8. ASSIGNOR agrees where necessary to execute separate assignments of interest to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms by or on behalf of ASSIGNOR to ASSIGNEE in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

Federal #10-17
WY-466 (Sublette Cutoff)

9. ASSIGNOR agrees to keep and maintain for ASSIGNEE's account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNOR shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is executed this 28th day of March, 1984, but effective as of the date of first production of the Federal #10-17 well, and if executed by less than all of the ASSIGNEES is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin, Attorney-in-Fact mlb

GENERAL HYDROCARBONS 1982 OIL & GAS PROGRAM

CONTINENTAL ENERGY INVESTORS 1982

BURTON G. ROSS, TRUSTEE FOR THE DARRYL P. EKSTROM 1982 TRUST

QUESTEX ENERGY PROGRAM 1982-A

GENERAL HYDROCARBONS 1982-X OIL & GAS PROGRAM

AMERICAN PETROLEUM DRILLING PROGRAM 1982-A LTD. PARTNERSHIP

J. T. REAGAN

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28 day of March, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Phyllis R. Hakefield
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC 2/20/85

Residing at 425 S. Cherry, Ste 580
Denver, Co 80222

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by _____, General Partner of GENERAL HYDROCARBONS 1982 OIL & GAS PROGRAM, a _____ limited partnership, on behalf of the partnership.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at _____
_____
_____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by _____, General Partner of CONTINENTAL ENERGY INVESTORS 1982, a _____ limited partnership, on behalf of the partnership.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at _____
_____
_____

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 3rd day of April, 1984, by Burlow G. Ross, Trustee of the DARRYL P. EKSTROM 1982 TRUST, on behalf of the Trust.

WITNESS my hand and official seal.

CAROL A. DUFAULT
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
MY COMMISSION EXPIRES APR. 8, 1984

Carol A. Dufault
NOTARY PUBLIC

My Commission Expires:

Residing at St. Paul, MN

5591

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of April, 1984, by Darryl P. Ekstrom, General Partner of QUESTEX ENERGY PROGRAM 1982-A, a Minnesota limited partnership, on behalf of the partnership.

WITNESS my hand and official seal.

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

Diane M. Vruno
NOTARY PUBLIC

My Commission Expires:

March 13, 1990

Residing at
19 South First Street
Minneapolis, Minnesota 55401

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was ackowledged before me this _____ day of _____, 1984, by _____, General Partner of GENERAL HYDROCARBONS 1982-X OIL & GAS PROGRAM, a _____ limited partnership, on behalf of the partnership.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:

Residing at _____

_____

_____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by _____, General Partner of AMERICAN PETROLEUM DRILLING PROGRAM 1982-A LTD. PARTNERSHIP, a _____ limited partnership, on behalf of the partnership.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:

Residing at _____

_____

_____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by J. T. REAGAN.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:

Residing at

_____

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED MARCH 28, 1984 FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
General Hydrocarbons 1982 Oil & Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107	26.304716%
Continental Energy Investors 1982 815 East Mason Street, Suite 150 P. O. Box 2143 Milwaukee, Wisconsin 53201	1.650000%
	1.275000%
Darryl P. Ekstrom 1982 Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	
Questex Energy Program 1982A 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	8.250000%
General Hydrocarbons 1982-X Oil & Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107	12.545284%
American Petroleum Drilling Program 1982-A Ltd. Partnership The Village Green Rt. 22, Bank of New York Building P. O. Box 618 Bedford, New York 10506	1.500000%
J. T. Reagan c/o Energetics, Inc. 116 Inverness Drive East Englewood, Colorado 80112	.750000%
Assignor retains	22.725000%

ASSIGNEES proportionate share of the burden of that certain overriding royalty interest held by Continental Illinois Energy Development Corporation as set forth in Paragraph 5 hereof shall be as follows:

General Hydrocarbons 1982 Oil & Gas Program	35.072955%
Continental Energy Investors 1982	2.200000%
	1.700000%
Darryl P. Ekstrom 1982 Trust	
Questex Energy Program 1982A	11.000000%
General Hydrocarbons 1982-X Oil & Gas Program	16.727045%
American Petroleum Drilling Program 1982-A Ltd. Partnership	2.000000%
J. T. Reagan	1.000000%
Energetics Operating Company	25.588906%

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED MARCH 28, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
13020	Bureau of Land Management USA W-72845	Larry L. Hanson	Effective 10-1-81	Township 26 North, Range 111 West Section 17: All	729	1956

545

200723

CORRECTIVE ASSIGNMENT

RECORDED April 11 1984 11:52 AM
IN BOOK 70 O&G PAGE 595
FEES 8.00 Lena J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stein

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by Assignment dated March 29, 1984, recorded in Book 70 O&G at Page 431 of the records of Sublette County, Wyoming, ENERGETICS OPERATING COMPANY, as ASSIGNOR, did sell, assign, transfer and convey unto BACKER RESOURCES, INC., as ASSIGNEE, a certain interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, it is the desire of Assignor to clarify the interest to be vested in ASSIGNEE;

NOW, THEREFORE, 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, as ASSIGNOR, does hereby sell, assign, transfer and convey unto BACKER RESOURCES, INC., 1040-609 Granville Street, Vancouver, B. C., Canada V7Y 1G5, as ASSIGNEE, a working interest equal to 24% of Assignor's original interest in and to the Oil and Gas Leases described on Exhibit "A", prior to any other assignments of working interest which may have been heretofore made by Assignor. For the purpose of clarification, Assignor's original interest is more fully described on said Exhibit "A".

The interest herein conveyed to Assignee 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 Corrective Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Corrective Assignment.

3. The terms, conditions and provisions of that certain Farmout Agreement dated September 15, 1978, by and between Northwest Exploration Co., Farmor, and Energetics, Inc., predecessor in interest to Energetics Operating Company, Farmee.

4. This Corrective Assignment is made without representation or warranty of title, either express or implied.

5. This Corrective 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 leases described on Exhibit "A".

6. Assignor agrees where necessary to execute separate assignments of interest to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms or on behalf of Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

7. Assignor agrees to keep and maintain for Assignee's account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, Assignor shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

This Corrective Assignment is made in lieu of and replaces that certain Assignment dated March 29, 1984 and recorded in Book 70 O&G at Page 431 of the records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this Corrective Assignment although executed this 5th day of April, 1984, is effective as of the date of first production of the Federal #30-15 well.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin mlb
Joseph C. Mencin, Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of April, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Alice A. Bollenbacher
NOTARY PUBLIC

Residing at 155 S. Fairfax St
Denver CO 80222

My Commission Expires:
5/24/86

EXHIBIT "A"

E NO.	LESSOR	EFFECTIVE DATE	DESCRIPTION	Assignor's Original Interest
099	Bureau of Land Management W-55992	10-01-76	Township 27 North, Range 111 West, 6th P.M. Section 12: N½, E½SW¼, SE¼	100.00%
	Bureau of Land Management W-40980	9-01-73	Township 27 North, Range 111 West, 6th P.M. Section 13: N½	60.00%
101	Bureau of Land Management W-41388	10-01-73	Township 27 North, Range 111 West, 6th P.M. Section 12: SW¼SW¼	100.00%
100	Bureau of Land Management W-35399	7-01-72	Township 27 North, Range 111 West, 6th P.M. Section 15: N½	100.00%
2	Bureau of Land Management W-54136	4-01-76	Township 27 North, Range 111 West, 6th P.M. Section 14: All Section 15: SE¼ Section 15: SW¼	60.00% 60.00% 100.00%

592

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WILLIAMS EXPLORATION COMPANY, a Delaware corporation (hereinafter referred to as "Assignor"), in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, assign, transfer and convey unto STOVALL OIL COMPANY, a Partnership, whose address is First Interstate Bank Building, Suite 530, Casper, Wyoming 82602, its successors and assigns (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest in and to the following interests, rights and properties:

A. All Assignor's interest in and to the oil and gas rights created in Assignor by the oil and gas leases, agreements, orders, conveyances or reservations and other instruments described and set forth on Exhibit A hereto (the "Subject Leases"), it being the intent hereof to convey all of Assignor's rights covered and described in that certain Letter Agreement between Assignor and Assignee dated April 5, 1984.

B. All Assignor's interest in and to all property and rights incident to the Subject Leases described on said Exhibit A, including, but not limited to: (i) all rights and privileges conferred upon the owner of each Lease with respect to the use and occupancy of the surface of and the subsurface depths under the land covered by such Leases which may be necessary or convenient to the possession and enjoyment thereof; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Lease being a part thereof, including all production from the pooled or communitized area or unit allocated to any such Lease, and all interest in any wells within the pooled or communitized area or unit associated therewith; (iii) all rights in and to all agreements and contractual rights, easements, rights of way, servitudes and any other estates which relate to the Subject Leases or

200728

RECORDED April 11, 1984 11:00 AM
IN BOOK 70 Oil PAGE 598
FEES 6.00 Sandy Yule COUNTY CLERK
SWEETWATER COUNTY CLERK

Dorothy McElvain

any wells located thereon, including without limitation all rights in, to and under or derived from all production sales contracts, operating agreements, pooling, unitization or communitization agreements, purchase, exchange and processing contracts and agreements, surface leases, permits, licenses, options, spacing, pooling and all other orders of governmental authorities having jurisdiction and all other contracts, agreements and instruments attributable to the Subject Leases (or properties pooled, communitized or unitized therewith), or the production, storage, treatment, transportation, processing or sale or disposal of oil, gas, other hydrocarbons, other minerals, water or other substances therefrom; (iv) all rights under presently existing farmouts, acreage contribution, dry hole contribution, trade agreements and other contracts and agreements which relate to or affect the operation of any of the Subject Leases or by which any such Leases may be earned or acquired; and (v) all of the real and personal property located on or off of the Subject Leases and used in connection with the operation of the producing leases or producing wells, including without limitation wells, well equipment, casing, tanks, buildings, tubing, pumps, motors, fixtures, machinery and other equipment, flow lines, power lines, telephone and telegraph lines, roads, field processing plants and other improvements used in the operation thereof;

subject, however, to the terms, provisions, conditions, exceptions, reservations, covenants and agreements herein set forth.

TO HAVE AND TO HOLD said leases, rights, properties and interests, together with all and singular the privileges, hereditaments and appurtenances thereto in anywise belonging, unto the Assignee forever.

This Assignment is subject to: (i) the terms, provisions, conditions and obligations of the Subject Leases assigned hereby; (ii) all valid orders of any governmental agencies or subdivisions asserting jurisdiction over the Leases and lands described and set forth in Exhibit A hereto; (iii) all pooling, unitization and communitization agreements, and all other agreements, contracts

or instruments, if any, covering or relating to the lands and Leases described and set forth in Exhibit A; and (iv) all agreements, contracts, instruments, overriding royalties and all other burdens of record which relate to or affect any of the properties assigned hereby.

Assignee hereby assumes and agrees to perform and discharge all of the obligations of Assignor under the Subject Leases assigned hereby and under the orders and agreements mentioned in clauses (ii) through (iv) above, to the extent of the interest assigned hereby.

Assignor expressly EXCEPTS, RESERVES and RETAINS unto itself, its successors and assigns, an overriding royalty interest in all oil, gas and other minerals produced, saved and sold from those Subject Leases in the Croesus Prospect Number 55002 as to all formations except the Mowry and Muddy Zones. Said Leases are designated on Exhibit A by an asterisk (*) and the legend "ORRI RESERVED BY WXC" immediately below the Assignor's lease number, which overriding royalty interest shall be an undivided 1.45% of the net revenue interest acquired by Assignee by the terms hereof for each such Lease. Said overriding royalty interest shall be in addition to all other overriding royalties or lease burdens payable out of production and shall be free and clear of all costs of development and operation; however, such interest shall bear the amount of any severance or production tax, crude oil windfall profit tax or other similar tax levied upon such share of production.

This Assignment is made without any covenant or representation of title or warranty of title of any kind, express or implied,

and without any recourse against Assignor in the event of any failure of title to the properties described herein or covered hereby, or any part thereof, not even for the return of the consideration paid therefor, but is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made with respect to such properties, or any part thereof. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, QUALITY, CONDITION OR FITNESS FOR PARTICULAR USES OR PURPOSES OF ANY OF THE INTERESTS DESCRIBED HEREIN OR COVERED HEREBY, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DENIED.

Assignor does hereby covenant and agree that, from and after the execution and delivery of these presents, it will, from time to time, and at all times, execute, acknowledge and deliver all such other instruments and perform all such other acts as may be reasonably requested in order to more fully and effectively assure to Assignee all or any of the respective properties, rights, titles, interests, estates, remedies, powers and privileges intended to be assigned and delivered by these presents.

The terms and conditions of this Assignment shall extend to and be binding upon the successors and assigns of the parties hereto.

This Assignment may be executed in multiple originals, all of which will be identical except that, to facilitate recordation, in certain counterparts hereof only that portion (if any) of Exhibit A which contains specific descriptions of properties located in a recording jurisdiction where that counterpart is

to be recorded is included, and other portions of Exhibit A are included by reference only. All such counterparts together shall constitute but one and the same instrument. Complete copies of this Assignment containing the entire Exhibit A have been retained by Assignor and Assignee.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor and Assignee this 5th day of April, 1984, but is effective as to runs of oil and deliveries of gas and for all other purposes as of 7:00 a.m. local time (at the location of the properties described herein, respectively) on March 1, 1984.

WILLIAMS EXPLORATION COMPANY

(SEAL)
ATTEST:

By _____
James A. Swagerty
Vice President

By _____
Its Assistant Secretary

STOVALL OIL COMPANY

By _____
B. J. Stovall
General Partner

602

(State of Wyoming)

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

The foregoing instrument was acknowledged before me this 6th day of APRIL, 1984, by B. J. STOVALL, General Partner of STOVALL OIL COMPANY, a Partnership, on behalf of said Partnership.

My commission expires:
August 7, 1984

Roberta Collins
Notary Public

(State of Wyoming)

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

The foregoing instrument was acknowledged before me this 6th day of APRIL, 1984, by JAMES A. SWAGERTY, Vice President of WILLIAMS EXPLORATION COMPANY, a Delaware corporation, on behalf of said corporation.

My commission expires:
August 7, 1984

Roberta Collins
Notary Public

WILLIAMS EXPLORATION COMPANY
LAND ADMINISTRATION DEPARTMENT
E X H I B I T A
SCHEDULE OF LEASES

01 WILLIAMS EXPLORATION COMPANY
ONE WILLIAMS CENTER
TULSA, OK 74101

LEASE	LEASE NAME / LESSOR NO.	EXPIRE DATE	LEASE DATE	OUR GROSS LEASE ACRES	OUR NET LEASE ACRES	RECORD DATA BOOK	PAGE
PROSPECT=55214 GREATR LABARGE	COUNTY=035 SUBLETTE		STATE=49 WYOMING		REGION=1 SOUTHEASTERN R		
002692-00-01	USA-W-54137	04/01/86	04/01/76	680.00	340.00	0	0
LAND DESCRIPTION -							
Sec. 17: SE							
Sec. 21: NE, W2							
SEC. 33: NWSW							
002692-00-02	USA-W-54137	04/01/86	04/01/76	160.00	80.00	0	0
LAND DESCRIPTION -							
T 27N R111W							
SEC. 20: NE							

A.A.P.L. FORM 610 - 1977

MODEL FORM OPERATING AGREEMENT

200747

RECORDED April 13 1984 1:30 PM
IN BOOK 70 O&G PAGE 605
FEES $19.75 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

OPERATING AGREEMENT

DATED

April 10, 1984,

OPERATOR ENERGETICS OPERATING COMPANY

CONTRACT AREA Township 28 North, Range 111 West
Sections 7 & 18

COUNTY OR PARISH OF SUBLETTE STATE OF WYOMING

COPYRIGHT 1977 - ALL RIGHTS RESERVED
AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM A.A.P.L. NO 610 1977 REVISED
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
ARAPAHO PRODUCTS, P.O. BOX 900, TULSA, OK 74101

WY-641 Highline
Chapel Canyon 30-18
1981 MY

606

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

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A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between ENERGETICS OPERATING COMPANY _____, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators".

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore and develop these leases and or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

[X] A. Exhibit "A", shall include the following information:
(1) Identification of lands subject to agreement,
~~(2) Restrictions, if any, as to depths or formations,~~
(3) Percentages or fractional interests of parties to this agreement,
~~(4) Oil and gas leases and or oil and gas interests subject to this agreement,~~
(5) Addresses of parties for notice purposes.

[X] B. Exhibit "B", ~~Form of lease~~ Oil and Gas Leases subject to this agreement.

[X] C. Exhibit "C", Accounting Procedure.

[X] D. Exhibit "D", Insurance.

[ ] E. ~~Exhibit "E", Gas Balancing Agreement~~

[X] F. Exhibit "F", ~~Non-Discrimination and Certification of Non-Segregated Facilities~~ Tax Partnership

[X] G. Exhibit "G" Non-Discrimination and Certification of Non-Segregated Facilities.

If any provision of any exhibit, ~~except Exhibit "E"~~, is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an unleased oil and gas interest in the Contract Area, that interest shall be treated for the purpose of this agreement and during the term hereof as if it were a leased interest under the form of oil and gas lease* ~~attached as Exhibit "B"~~. As to such interest, the owner shall receive royalty on production as prescribed in the form of oil and gas lease ~~attached hereto as Exhibit "B"~~. Such party shall, however, be subject to all of the provisions of this agreement relating to lessees, to the extent that it owns the lessee interest.

*mutually acceptable to all parties.

B. Interest of Parties in Costs and Production:

Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and material acquired in operations on the Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All production of oil and gas from the Contract Area, subject to the payment of lessor's royalties ~~which will be borne by the Joint Account~~, shall also be owned by the parties in the same manner during the term hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests covered hereby.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

☐ Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.

☒ Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. The Operator shall be responsible for the preparation and recording of Pooling Designations or Declarations as well as the conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

B. Loss of Title:

~~1. Failure of Title. Should any oil and gas interest or lease~~ failure of title, which loss results in a reduction of interest from that ~~shown on Exhibit "A"~~, this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests, and

(a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone ~~the loss incurred but shall not be entitled to reimbursement from Operator or the other parties hereto for~~

~~or operating costs which it may have theretofore paid, but there shall be no monetary liability on its~~ part to the other parties hereto for drilling, development, operating or other similar costs by reason of such title failure; and

(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost, and

(c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well; and

(d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded; and

(e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties in the same proportions in which they shared in such prior production; and

(f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.

2 Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or ~~becoming a party to this agreement~~.

3. Other Losses: All losses incurred, ~~other than those set forth in Articles IV.B.1. and IV.B.2. above~~, shall not be considered failure of title but shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V.
OPERATOR

A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:

ENERGETICS OPERATING COMPANY shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the Parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. If the Operator that is removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of the Operator that was removed.

C. Employees:

The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator, and all such employees shall be the employees of Operator.

D. Drilling Contracts:

All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature.

ARTICLE VI.
DRILLING AND DEVELOPMENT

ALL WELLS

A. ~~Initial Well:~~

~~On or before the _____ day of _____, 19__, Operator shall commence the drilling~~ of a well for oil and gas at the following location:

and shall thereafter continue the drilling of the well with due diligence to

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or ~~drill the well at a lesser depth~~.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.

If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it becomes necessary to plug and abandon the well as a dry hole, it shall not be done without the consent of all parties and shall plug and abandon same as provided in Article VII.B. hereof.

B. Subsequent Operations:

1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday or legal holidays. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing.

2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within sixty (60) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties, provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest of the parties approving such operation, and (b) its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A", or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its election, may withdraw such proposal if there is insufficient participation, and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting production taxes, royalty, overriding royalty and other interests existing on the effective date hereof, payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

(a) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation, and

(b) 400% of that portion of the costs and expenses of drilling, reworking, deepening, or plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and

400 % of that portion of the cost of newly acquired equipment in the well (to and including the well-head connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

Gas production attributable to any Non-Consenting Party's relinquished interest upon such Party's election, shall be sold to its purchaser, if available, under the terms of its existing gas sales contract. Such Non-Consenting Party shall direct its purchaser to remit the proceeds receivable from such sale direct to the Consenting Parties until the amounts provided for in this Article are recovered from the Non-Consenting Party's relinquished interest. If such Non-Consenting Party has not contracted for sale of its gas at the time such gas is available for delivery, or has not made the election as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-Consenting Party's share of gas as hereinabove provided during the recoupment period.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each ~~month~~ quarter thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding ~~month~~ quarter. In determining the quantity of oil and gas produced during any ~~month~~ quarter, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure, attached hereto.

Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b) to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article VI.A.

C. Right to Take Production in Kind:

Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any

party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment direct from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others at any time and from time to time, for the account of the non-taking party at the best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's share of gas production without first giving such other party thirty (30) days notice of such intended sale.

In the event one or more parties' separate disposition of its share of the gas causes split-stream deliveries to separate pipelines and or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any Gas Balancing Agreement between the parties hereto, whether such Agreement is attached as Exhibit "E", or is a separate Agreement.

D. Access to Contract Area and Information:

Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the information.

E. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within ~~forty-eight (48)~~ twenty-four (24) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling of such well. Any party who objects to the plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and or gas subject to the provisions of Article VI.B.

2. Abandonment of Wells that have Produced: Except for any well which has been drilled or reworked pursuant to Article VI.B.2. hereof for which the Consenting Parties have not been fully reimbursed as therein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of such well, all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one year and so long thereafter as oil and or gas is produced from the interval or inter-

a form mutually agreeable to the parties hereto.
vals of the formation or formations covered thereby, such lease to be ~~on the form attached as Exhibit "B"~~. The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in the Accounting Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and or gas until the amount owed by such Non-Operator, plus interest has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

C. Payments and Accounting:

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice are received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense, to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Limitation of Expenditures:

1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI B 2. of this Agreement, it being understood that the consent to the drilling or deepening shall include:

X Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and equipping of the well, including necessary tankage and or surface facilities.

— Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When such well has reached its authorized depth, and all tests have been completed, Operator shall give immediate notice to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect to participate in the setting of casing and the completion attempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, including necessary tankage and or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less than all parties

2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B 2. of this agreement, it being understood that the consent to the reworking or plugging back of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage and or surface facilities.

3. Other Operations: Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Twenty-Five Thousand and no/100 Dollars ($25,000.00) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares "Authority for Expenditures" for its own use, Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project costing in excess of Twenty-Five Thousand and no/100 Dollars ($25,000.00).

E. Royalties, Overriding Royalties and Other Payments:

Each party shall pay or deliver, or cause to be paid or delivered, all royalties ~~to the extent of~~ _____ due on its share of production and shall hold the other parties free from any liability therefor. If the interest of any party in any oil and gas lease covered by this agreement is subject to any royalty, overriding royalty, production payment, or other charge over and above the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account for or cause to be accounted for, such interest to the owners thereof.

No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis, the party contributing such lease shall bear the royalty burden insofar as such higher price is concerned.

F. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article ~~IV.B.2.~~ IV.B.3.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shutting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and holidays) or as soon in advance thereof as is reasonably possible, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments

of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

G. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Operator shall bill other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

Each party shall pay or cause to be paid all production, severance, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.

H. Insurance:

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's fully owned automotive equipment.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not desiring to surrender an oil and gas lease covering such oil and gas interest for a term of one year and so long thereafter as oil and/or gas is produced from the land covered thereby, such lease to be on the form ~~attached hereto as Exhibit "B"~~ mutually acceptable to all parties. Upon such assignment, the assigning party shall be relieved from all obligations thereafter arising, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall

be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignor's or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Contract Area and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

B Renewal or Extension of Leases:

If any party secures a renewal of any oil and gas lease subject to this Agreement, all other parties shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their several proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in the Contract Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall apply also and in like manner to extensions of oil and gas leases.

C. Acreage or Cash Contributions:

While this agreement is in force, if any party contracts for a contribution of cash toward the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and accept such tender, such acreage shall not become a part of the Contract Area. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Subsequently Created Interest:

Notwithstanding the provisions of Article VIII.E and VIII.G, if any party hereto shall, subsequent to execution of this agreement, create an overriding royalty, production payment, or net proceeds interest, which such interests are hereinafter referred to as "subsequently created interest", such subsequently created interest shall be specifically made subject to all of the terms and provisions of this agreement, as follows:

1. If non-consent operations are conducted pursuant to any provision of this agreement, and the party conducting such operations becomes entitled to receive the production attributable to the interest out of which the subsequently created interest is derived, such party shall receive same free and clear of such subsequently created interest. The party creating same shall bear and pay all such subsequently created interests and shall indemnify and hold the other parties hereto free and harmless from any and all liability resulting therefrom.

2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under provisions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created interest.

E. Maintenance of Uniform Interest:

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this agreement, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all leases and equipment and production; or

2. an equal undivided interest in all leases and equipment and production in the Contract Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds hereof.

F. Waiver of Right to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

~~**G. Preferential Right to Purchase:**~~

~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and~~ interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

Exhibit "F" attached hereto and made a part hereof.

~~This agreement is not intended to create, and shall not be construed to create a relationship of part~~nership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761-2. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be [redacted] Internal Revenue Service, [redacted]

such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single damage claim or suit arising from operations hereunder if the expenditure does not exceed Twenty-Five Thousand and no/100---------- Dollars ($25,000.00) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, the party shall immediately notify Operator, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties, and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by teletype, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

ARTICLE XIII.
TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subjected hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease, or oil and gas interest contributed by any other party beyond the term of this agreement.

[X] Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise, and/or so long as oil and/or gas production continues from any lease or oil and gas interest, unless sooner terminated by mutual consent of all parties.

Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of _____ days from cessation of all production; provided however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling or reworking a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and or gas from the Contract Area, this agreement shall terminate unless drilling or reworking operations are commenced within _____ days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the committed acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

The essential validity of this agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state where most of the land in the Contract Area is located shall govern.

ARTICLE XV.
OTHER PROVISIONS

A. All or a percentage of any Party's interest in the Contract Area may be conveyed to a party or third party. Before such conveyance shall become effective, all payments due by the conveying Party under this agreement to the Operator shall have been paid or settlement otherwise made. If any Party shall assign all or any percentage of its interest in the Contract Area, such assignment shall expressly provide that the interest assigned is subject to all of the terms and provisions of this Operating Agreement.

B. Notwithstanding any provision to the contrary contained in this agreement, if any Party fails to advance funds or pay bills in the amounts and within the time period provided for in this agreement, Operator or any Non-Operator if Operator is in default, may at its election, place such Party in default by giving written notice to the other Parties of such default, containing a statement of such default. If the defaulting Party fails to remedy its default within thirty (30) days after receipt of written notice, the Party giving such notice shall at its option (1) take the necessary action to collect the amount due plus interest, damages, and costs, or (2) declare the interest of the defaulting Party in the Contract Area forfeited and the defaulting Party shall cease to be a Party hereto; each such remaining Party shall have the right to receive its proportionate share of such forfeited interest; and the defaulting Party shall forthwith and without consideration do and perform all necessary acts and things to evidence such forfeiture.

C. This Agreement is subject and inferior to the following:
   1. Two (2) Partial Assignments of Oil and Gas Leases dated January 21, 1983 from Belco Petroleum Corporation to Energetics, Inc. (as predecessor in interest to Energetics Operating Company).
   2. Assignment affecting Record Title dated March 2, 1983 from Belco Petroleum Corporation to Energetics, Inc. (as predecessor in interest to Energetics Operating Company) covering Federal Lease No. W-552521.
   3. Assignment of Operating Rights dated January 1, 1983 from Belco Petroleum Corporation to Energetics, Inc. (as

predecessor in interest to Energetics Operating Company) covering Federal Lease No. W-090665.

4. Pooling Agreement dated February 1, 1983 by and between Energetics, Inc. (as predecessor in interest to Energetics Operating Company), First Wyoming Bank, N.A., Trustee for the Fear Family Trust, and Belco Petroleum Corporation.
5. 1981 Mid-Year Program Participation Agreement dated July 1, 1981, between Energetics, Inc., and D&R Energy Program 1981A.
6. 1981 Mid-Year Program Participation Agreement dated July 1, 1981, between Energetics, Inc., and American Petroleum Drilling Program 1981-C, Ltd.
7. 1981 Mid-Year Program Participation Agreement dated July 1, 1981, between Energetics, Inc., and Continental American Drilling Program 1981-B, Ltd.

ARTICLE XVI.
MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 10th day of April, 1984.

OPERATOR

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin, Attorney-in-Fact

NON-OPERATORS

D&R ENERGY PROGRAM 1981A

By:

AMERICAN PETROLEUM DRILLING PROGRAM 1981-C, LTD.

By: Kathleen A. Sedgwick
Kathleen A. Sedgwick Power-of-Attorney

CONTINENTAL AMERICAN DRILLING PROGRAM 1981-B, LTD.

By: Kathleen A. Sedgwick
Kathleen A. Sedgwick, Power of Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of April, 1984, by Joseph C. Mencin, Attorney-in-Fact of ENERGETICS OPERATING COMPANY, a Colorado corporation, on behalf of such corporation.

WITNESS my hand and official seal.

Alice L. Bollenbacher
Notary Public

My Commission Expires:
5/24/86

Residing at 155 So. Fairfax
Denver, Colorado 80222

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of April, 1984, by Kathleen A. Sedgwick, Power of Attorney of American Petroleum Corporation, General Partner of American Petroleum Drilling Program 1981-C, Ltd., on behalf of the partnership.

WITNESS my hand and official seal.

Alice L. Bollenbacher
Notary Public

My Commission Expires: 5/24/86

Residing at 155 So. Fairfax
Denver, Colorado 80222

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of April, 1984, by Kathleen A. Sedgwick, Power of Attorney of American Petroleum Corporation, General Partner of Continental American Drilling Program 1981-B, Ltd., on behalf of the partnership.

WITNESS my hand and official seal.

Alice L. Bollenbacher
Notary Public

My Commission Expires: 5/24/86

Residing at 155 So. Fairfax
Denver, Colorado 80222

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated April 10, 1984, by and between Energetics Operating Company, as Operator, and D & R Energy Program 1981A, et al, non-operators

1. LANDS SUBJECT TO THIS AGREEMENT AND INTERESTS OF THE PARTIES TO THIS AGREEMENT

Tract 1
Township 28 North, Range 111 West

Section 18: Lots 3, 4, E/2SW/4

A. From surface to a depth of 10,840'	Before Payout	After Payout
D & R Energy Program 1981A	3.064697%	2.346107%
Energetics 1981 Mid-Year Limited Partnership	7.032832%	5.852654%
Energetics 1981 Stroh Mid-Year Limited Partnership	3.122334%	2.598376%
White Pine Fund 1981	3.064698%	2.346107%
Continental American Drilling Program 1981-B, Ltd.	8.646238%	6.618922%
Bay State Exploration, Inc.	2.556386%	1.956982%
Arlington Exploration Group	.862565%	.660316%
RSCA Limited Partnership 1981	1.647688%	1.261349%
Petron-1981-III	2.161766%	1.654889%
Sunexco Energy, Inc.	1.039513%	.795775%
Jeffery J. Tempas	.015831%	.012118%
American Petroleum Drilling Program 1981-C	1.235766%	.946011%
Engered 1981	4.943061%	3.784043%
Croyal Two	6.819130%	4.764804%
General Hydrocarbons 1981 Oil and Gas Program	20.462481%	16.210160%
Guaranty Energy Group 1981	19.339762%	15.320752%
Energetics Operating Company	13.985252%	23.933298%
Beacon Exploration Company	-	2.201057%
Others	-	6.736280%

B. Below 10,840'	
D & R Energy Program 1981A	2.495730%
Energetics 1981 Mid-Year Limited Partnership	5.613472%
Energetics 1981 Stroh Mid-Year Limited Partnership	2.492186%
White Pine Fund 1981	2.495730%
Continental American Drilling Program 1981-B, Ltd.	7.041045%
Bay State Exploration, Inc.	2.081788%
Arlington Exploration Group	.702428%
RSCA Limited Partnership 1981	1.341791%
Petron-1981-III	1.760429%
Sunexco Energy, Inc.	.846526%
Jeffery J. Tempas	.012891%
American Petroleum Drilling Program 1981-C	1.006343%
Engered 1981	4.025371%
Croyal Two	5.871567%
General Hydrocarbons 1981 Oil and Gas Program	17.766536%
Guaranty Energy Group 1981	16.791735%
Energetics Operating Company	10.813731%
Beacon Exploration Company	-
Others	-

Tract 2

Township 28 North, Range 111 West

Section 7: W/2SE/4, and that portion of the E/2SE/4 lying West of Highline Canal
Section 18: Lot 2, NW/4NE/4, and that portion of the E/2NW/4 lying West of Highline Canal

A. From surface to a depth of 10,840'

D & R Energy Program 1981A	2.257271%
Energetics 1981 Mid-Year Limited Partnership	5.631039%
Energetics 1981 Stroh Mid-Year Limited Partnership	2.499986%
White Pine Fund 1981	2.257271%
Continental American Drilling Program 1981-B, Ltd.	6.368293%
Bay State Exploration, Inc.	1.882880%
Arlington Exploration Group	.635314%
RSCA Limited Partnership 1981	1.213587%
Petron-1981-III	1.592226%
Sunexco Energy, Inc.	.765642%
Jeffery J. Tempas	.011660%
American Petroleum Drilling Program 1981-C	.910190%
Engered 1981	3.640759%
Croyal Two	4.378024%
General Hydrocarbons 1981 Oil and Gas Program	14.370696%
Guaranty Energy Group 1981	13.582217%
Energetics Operating Company	20.566750%
Beacon Exploration Company	1.436195%
Others	16.000000%

B. Below 10,840'

D & R Energy Program 1981A	1.446424%
Energetics 1981 Mid-Year Limited Partnership	3.608283%
Energetics 1981 Stroh Mid-Year Limited Partnership	1.601952%
White Pine Fund 1981	1.446424%
Continental American Drilling Program 1981-B, Ltd.	4.080703%
Bay State Exploration, Inc.	1.206520%
Arlington Exploration Group	.407099%
RSCA Limited Partnership 1981	.777647%
Petron-1981-III	1.020273%
Sunexco Energy, Inc.	.490612%
Jeffery J. Tempas	.007471%
American Petroleum Drilling Program 1981-C	.583235%
Engered 1981	2.332941%
Croyal Two	3.027634%
General Hydrocarbons 1981 Oil and Gas Program	10.528655%
Guaranty Energy Group 1981	9.950977%
Energetics Operating Company	16.046955%
Beacon Exploration Company	1.436195%
Others	40.000000%

Tract 3

Township 28 North, Range 112 West

Section 13: Lots 7 & 13

Township 28 North, Range 111 West

Section 7: That portion of the E/2E/2 lying East of Highline Canal
Section 18: S/2NE/4SE/4NE/4, SE/4SE/4NE/4, SE/4

D & R Energy Program 1981A	2.410707%
Energetics 1981 Mid-Year Limited Partnership	6.013804%
Energetics 1981 Stroh Mid-Year Limited Partnership	2.669921%
White Pine Fund 1981	2.410707%
Continental American Drilling Program 1981-B, Ltd.	6.801171%
Bay State Exploration, Inc.	2.010867%
Arlington Exploration Group	.678498%
RSCA Limited Partnership 1981	1.296079%
Petron-1981-III	1.700455%
Sunexco Energy, Inc.	.817686%
Jeffery J. Tempas	.012452%
American Petroleum Drilling Program 1981-C	.972058%
Engered 1981	3.888235%
Croyal Two	5.046057%
General Hydrocarbons 1981 Oil and Gas Program	17.547758%
Guaranty Energy Group 1981	16.584960%
Energetics Operating Company	26.744928%
Beacon Exploration Company	2.393657%
Others	-

Tract 4

Township 28 North, Range 111 West

Section 7: Lots 1, 2, 3, 4, W/2NE/4, E/2NE/4 lying West of Highline Canal
From Surface to a depth of 10,840'

D & R Energy Program 1981A	.810847%
Energetics 1981 Mid-Year Limited Partnership	2.022756%
Energetics 1981 Stroh Mid-Year Limited Partnership	.898034%
White Pine Fund 1981	.810847%
Continental American Drilling Program 1981-B, Ltd.	2.287590%
Bay State Exploration, Inc.	.676360%
Arlington Exploration Group	.228215%
RSCA Limited Partnership 1981	.435940%
Petron-1981-III	.571953%
Sunexco Energy, Inc.	.275030%
Jeffery J. Tempas	.004189%
American Petroleum Drilling Program 1981-C	.326955%
Engered 1981	1.307818%
Croyal Two	1.350390%
General Hydrocarbons 1981 Oil and Gas Program	3.842041%
Guaranty Energy Group 1981	3.631240%
Energetics Operating Company	4.519795%
Beacon Exploration Company	-
Others	76.000000%

2. ADDRESSES OF THE PARTIES TO THIS AGREEMENT

D & R ENERGY PROGRAM 1981A
530 West Parkdale Plaza
1660 South Highway 100
Minneapolis, Minnesota 55416

ENERGETICS 1981 MID-YEAR LIMITED PARTNERSHIP
116 Inverness Drive East
Englewood, Colorado 80112

ENERGETICS 1981 STROH MID-YEAR LIMITED PARTNERSHIP
116 Inverness Drive East
Englewood, Colorado 80112

WHITE PINE FUND 1981
c/o Sargent Energy Corp.
1300 TCF Tower
Minneapolis, Minnesota 55402-2872

CONTINENTAL AMERICAN DRILLING PROGRAM 1981-B, LTD.
The Village Green
P. O. Box 618
Bedford, New York 10506

BAY STATE EXPLORATION, INC.
120 Royall Street
Canton, Massachusetts 02021

ARLINGTON EXPLORATION GROUP
137 Newbury Street
Boston, Massachusetts 02116

RSCA LIMITED PARTNERSHIP 1981
c/o Oil & Gas Management Group, Inc.
15 Court Square, Suite 620
Boston, Massachusetts 02108

PETRON - 1981 - III
c/o Oil & Gas Management Group
15 Court Square, Suite 620
Boston, Massachusetts 02108

SUNEXCO ENERGY, INC.
c/o Fleming, Tempas & Co.
7853 E. Arapahoe Court, Suite 2500
Englewood, Colorado 80112

JEFFERY J. TEMPAS
2 Glenridge Drive
Littleton, Colorado 80123

AMERICAN PETROLEUM DRILLING PROGRAM 1981-C
The Village Green
P. O. Box 618
Bedford, New York 10506

ENGERED 1981
c/o Cramer Rosenthal & Company
707 Westchester Avenue, Suite 400
White Plains, New York 10604

628

CROYAL TWO
c/o Cramer Rosenthal & Company
707 Westchester Avenue, Suite 400
White Plains, New York 10604

GENERAL HYDROCARBONS 1981 OIL AND GAS PROGRAM
Exploration Department
200 Transwestern II Building
P. O. Box 31515
Billings, Montana 59107-1515

GUARANTY ENERGY GROUP 1981
Exploration Department
200 Transwestern II Building
P. O. Box 31515
Billings, Montana 59107-1515

ENERGETICS OPERATING COMPANY
116 Inverness Terrace East
Englewood, Colorado 80112

BEACON EXPLORATION COMPANY
410 Seventeenth Street, Suite 2300
Denver, Colorado 80202

EXHIBIT "B"

Attached to and made a part of that certain Operating Agreement by and between Energetics Operating Company as Operator, and D&R Energy Program 1981A, et al, dated the 10th day of April, 1984.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
14726AC	Patricia Ramage Stedman, et vir	Belco Petroleum Corporation	8/4/75	Insofar and only insofar as certain portions of the lands which lie east or above the line of survey of the Highline Canal: Township 28 North, Range 111 West Section 7: E/2E/2 Section 18: E/2SW/4 Sublette County, WY	51	568
14724	USA-W-55252	Freda Esposito	7/1/76	Insofar and only insofar as: Township 28 North, Range 111 West Section 18: S/2NE/4SE/4NE/4, SE/4SE/4NE/4, SE/4 Sublette County, WY	Not Available	
14723	USA-W-090665	L. H. Thorup	9/1/49	Insofar and only insofar as: Township 28 North, Range 112 West Section 13: Lots 7, 13 Sublette County, WY	Not Available	
14726AB	Beatrice R. Bacon	Belco Petroleum Corporation	3/16/82	Certain portions of the following described lands which lie east or above the line of survey of the Highline Canal, to wit: Township 28 North, Range 111 West Section 7: E/2E/2 Section 18: E/2SW/4 Sublette County, WY	64	528
14726AA	Alberta E. Jardine	Belco Petroleum Corporation	3/16/82	Same as above	64	526

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EXHIBIT "B"

Attached to and made a part of that certain Operating Agreement by and between Energetics Operating Company as Operator, and D&R Energy Program 1981A, et al, dated the 10th day of April, 1984.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
14725	The First National Bank of Kemmerer, as Trustee of The Fear Family Trust	Thomas F. Stroock	12/29/72	Insofar and only insofar as said lease covers the following land in Sublette County, Wyoming: Township 28 North, Range 111 West, 6th P.M. Section 7: Lots 1, 2, 3, 4, E½, E½W½ Section 18: Lots 2, 3, 4, NW¼NE¼, E½W½, less approximately 69.42 acres lying east of the High Line Canal, as excepted in Warranty Deed, dated June 23, 1931, recorded in Book 1 (Deeds), Page 381 in said county.	48 O&G	632

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[redacted] by the Council of Petroleum Accountants Societies

EXHIBIT "C"

Attached to and made a part of that certain Operating Agreement dated April 10, 1984 by and between Energetics Operating Company, as operator, and D&R Energy Program 1981A, et al, non-operators

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 *[redacted] 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.

*twenty-percent (20%)

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 [redacted]).

4. Material twenty-three percent (23%) of costs chargeable under paragraphs 2A and 2B.

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 eight per cent (8%) 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 Rates to be determined consistent with costs
( ) Percentage Basis, Paragraph 1B. of operations in the area

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 $_____
Producing Well Rate $_____

(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 BE NEGOTIATED

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 $_____:

A. _____ % of total costs if such costs are more than $_____ but less than $_____; plus

B. _____ % of total costs in excess of $_____ but less than $1,000,000; plus

C. _____ % 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 5 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.

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EXHIBIT "D"

Attached to and made a part of that certain Operating Agreement by and between Energetics Operating Company, as operator, and D&R Energy Program 1981A, et al, as non-operators, dated April 10, 1984

Insurance

At all times while operations are conducted hereunder, Operator shall carry insurance of the types and in amounts as follows:

1. Workers Compensation insurance in full compliance with all applicable state and federal laws and regulations.

2. Employer's Liability insurance in the limits of $100,000 per accident covering injury or death to any employee which may be outside the scope of the Workers' Compensation statute of the state in which the work is performed.

3. Comprehensive General Liability insurance with limits of $1,000,000 for injury, death or property damage per occurrence including Blowout and Cratering, Products and Completed Operations, and Broad Form Contractual liability as respects any contract into which Operator may enter under the terms of this agreement.

4. Automobile Liability insurance covering owned, non-owned, and hired automotive equipment with limits of $250,000 for injury to or death of any one person and $500,000 for any one occurrence and $100,000 property damage.

5. Non-Operators shall be named as Additional Insureds on the liability insurance policies, but only with respect to the performance of all work hereunder.

6. All such insurance shall be carried in a company or companies acceptable to all Non-Operators and shall be maintained in full force and effect during the terms of this agreement, and shall not be cancelled, altered or amended without 30 days prior written notice having first been furnished all Non-Operators. Operator agrees to have its insurance carrier furnish Non-Operators certificates of insurance evidencing such insurance coverages as required above.

7. Operator shall carry such other insurance as may be mutually agreed upon by all parties.

8. Operator and Non-Operators do agree to mutually waive subrogation in favor of each other in all insurance carried by each party.

EXHIBIT "F"

Attached to and made a part of that certain Operating Agreement dated April 10, 1984 by and between Energetics Operating Company, as operator, and D&R Energy Program 1981A, et al, non-operators

ELECTION TO BE TAXED
AS A PARTNERSHIP

Section 1

General Provisions

1.1 Election. Except as otherwise specifically provided in this agreement, the liabilities of the parties to this agreement shall be several and not joint or collective, and each party shall be responsible only for its share of the costs and liabilities incurred as provided in this agreement. It is not the purpose or intention of the parties to create any partnership, joint venture, mining partnership, or an association or any relationship among the parties whether legal or quasi-legal whereby one party is held liable for the acts or omissions of the other party, and neither this agreement nor the operations under this agreement shall be construed or considered as creating any such relationship; provided, however, that the relationship of the parties under this agreement shall be that of partners for income tax purposes. Each party agrees not to elect to be excluded from the application of Subchapter K of Chapter I of Subtitle A of the Internal Revenue Code of 1954, as amended.

1.2 Name. The name of the tax partnership created hereunder is _____.

1.3 Code. "Code" shall mean the Internal Revenue Code of 1954, as amended.

1.4 Operator. The term "Operator" refers to the person designated as operator in the operating agreement to which this "Election to be Taxed as a Partnership" is attached.

Section 2

Allocation of Income, Gains,
Deductions, Losses and Credits

2.1 Section 704 Allocation. Pursuant to section 704 of the Code and for purposes of any applicable state or local tax law, the parties agree that each item of income, gain, deduction, loss and credit shall be allocated as provided in this section 2.

2.2 Intangible Drilling Costs. Intangible drilling and development costs shall be allocated as deductions among the parties in accordance with their respective contributions to such costs.

2.3 Depreciation. Depreciation expenses shall be allocated as a deduction among the parties in accordance with their respective contributions to the adjusted basis of the property which gives rise to the depreciation expense.

2.4 Investment Tax Credit. The investment tax credit with respect to any property shall be allocated among the parties in accordance with their respective contributions to the qualified investment (as defined in section 46 of the Code) in such property.

2.5 Production and Operating Costs. Production and operating costs shall be allocated as deductions among the parties in accordance with their respective contributions to such costs.

2.6 Depletion. The parties recognize that under Section 613A(c)(7)(D) of the Code, the depletion allowance is to be computed separately by each party. For this purpose, each party's share of the adjusted basis of each oil and gas property (and each party's capital interest in each property) shall be equal to his contribution to the adjusted basis of such property (which shall include a party's basis in any property contributed by the party to the partnership computed as of the time when the property is contributed to the partnership).

2.7 Other Costs and Expenses. All costs and expenses which are not described in subsections 2.1 through 2.6 above shall be allocated among the parties in accordance with their respective contributions to such costs and expenses.

2.8 Income From Production. Income from the production of oil and gas shall be allocated among the parties in accordance with their relative interests in the production (as specified in this agreement) giving rise to the income. Notwithstanding this subsection 2.8, however, each of the parties reserves the right to take in kind his respective share of production from the partnership's properties as provided in the operating agreement to which this "Election to be Taxed as a Partnership" is attached.

2.9 Gains and Losses. Gains and losses from each sale, exchange, abandonment or other disposition of an oil and gas property and related equipment shall be allocated among the parties in such manner as will reflect the gains and losses that would have been realized by each party if such property had been held by the parties outside this agreement. The computations shall take into account each party's share of the proceeds realized from the sale, exchange or other disposition of such property, each party's share of the selling expenses and each party's contribution to the adjusted cost basis of such property (less any allowed or allowable depreciation, depletion, amortization or other deductions which have been allocated to such party with respect to such property as provided in this agreement). In determining the character of the gain allocated to any party pursuant to the preceding two sentences, any recapture of depreciation, intangible drilling and development costs, and any other item of deduction or credit shall be charged to each party in accordance with its sharing of the depreciation, intangible drilling and development costs or other item of deduction or credit which is recaptured.

2.10 Dry Hole and Bottom Hole Contributions. Any dry hole or bottom hole monetary contributions obtained from a third person in connection with the drilling of a well on the oil and gas properties subject to this Agreement shall be allocated in the same manner as the costs of drilling such well are allocated under the foregoing provisions.

Section 3

Partnership Accounting

3.1 Accounting Method. The partnership shall use the [cash] [accrual] method of accounting.

3.2 Accounting Period. The fiscal year of the partnership shall end on December 31 - .

3.3 Tax Returns. (a) The Operator shall file at the appropriate office of the Internal Revenue Service a federal partnership income tax return and shall file such state income tax returns as may be required for the partnership created hereunder. The Operator shall use its best efforts in the preparation of such return or returns and may employ outside accounting personnel in addition to its own accounting staff to prepare such returns, all costs of which shall be chargeable to the parties in proportion to their percentage interests under this agreement. The Operator shall not be liable for any costs, interest, penalties, damages or judgments arising from or in connection with the filing or preparation of such returns.

(b) Each party shall supply to the Operator, upon request, such information as may be necessary for the Operator to prepare such tax returns. Any party who fails to supply the Operator with any such information requested agrees to indemnify the partnership, the Operator and the other parties against any costs, interest, penalties, damages or judgments, including without limitation reasonable fees of attorneys and accountants, incurred by the partnership, the Operator or any other party as a consequence of the failure to supply such information.

(c) On any income tax returns filed by the Operator, it shall: (i) elect to charge to expense all intangible drilling and development costs with respect to both productive and nonproductive wells in accordance with subsection 263(c) of the Code and the applicable regulations, and (ii) make such other tax elections as it deems appropriate.

3.4 Capital Accounts. The operator shall maintain separate partnership capital accounts for each party (as determined for federal income tax purposes but without taking into account any adjustment pursuant to an election under section 754 of the Code). Upon formation of the partnership, to reflect the parties' original contributions of property to the partnership, each party's capital account shall be credited with an amount equal to the fair market value of the property contributed to the partnership multiplied by the party's undivided interest in such property.

3.5 Transfers. If a party transfers all or a portion of its interest under this agreement, the income, gains, losses, deductions and credits with respect to such transferred interest shall be allocated between the transferor and transferee on the basis of the ownership of such interest at the time the income or gain is realized, the loss or deduction is incurred, or the credit is earned, as the case may be, under the partnership's method of accounting and not in a pro rata manner.

Section 4

Termination

4.1 Term. The partnership shall commence upon the execution of the operating agreement to which this "Election to be Taxed as a Partnership" is attached and shall terminate at such time as agreed by all partners or as provided by applicable law.

4.2 Winding Up. Subject to the provisions of subsection 4.3, upon termination of the partnership each

party shall be entitled to receive a distribution of its share of the partnership assets (after the partnership's debts have been paid or provided for).

4.3 Recognition of Capital Accounts. (a) If upon termination of the partnership created hereunder any partner has a negative balance in its capital account, it shall make a cash contribution to the partnership equal to the amount of such negative balance.

(b) Upon the termination of the partnership created hereunder the capital accounts of the parties shall be placed in balance and recognized to the extent necessary to assure that any party paying a percentage share of any expense greater than his percentage interest in the oil and gas properties has borne the full economic burden of such excess expenses and that the allocation of such expenses to such party has had substantial economic effect. For this purpose a party's capital account shall be considered placed "in balance" if the percentage of his capital account balance to the total capital account balances of all parties is equal to his percentage ownership interest in the partnership's properties.

(c) All assignments made under subsection 4.2 and this subsection 4.3 shall be by special warranty. Such assignments shall be made subject to the liability of each assignee for costs, expenses and liabilities theretofore incurred or for which a commitment has been made by the partnership prior to the date of termination, and such costs, expenses and liabilities shall be allocated to such assignee pursuant to this agreement.

Section 5

Ad Valorem and Property Taxes

5.1 Ad Valorem Taxes. Beginning with the first calendar year after the effective date of this agreement, the Operator shall make and file with the proper taxing authorities all necessary ad valorem tax statements and returns and shall settle all valuations and pay all taxes arising therefrom before they become delinquent. If the interest of any party is subject to a separately assessed overriding royalty interest, production payment or other interest in excess of a one-eighth (1/8th) royalty, then such party shall notify the Operator of such interest prior to the rendition date and such party's tax allocation shall be reduced accordingly.

5.2 Production Taxes. Each party receiving in kind or separately disposing of all or part of its share of all oil and gas produced under this agreement shall pay or cause to be paid all production, severance, windfall profit and other taxes imposed upon or with respect to such production and shall indemnify the other parties against any liability for such payment; provided, however, that the party paying or causing to be paid such taxes on behalf of or for the benefit of the owner of any royalty interest in the partnership property (a "Royalty Owner") shall be reimbursed by such Royalty Owner for the amount of such taxes and shall have a lien on such Royalty Owner's oil and gas rights to secure payment thereof.

party shall be entitled to receive a distribution of its share of the partnership assets (after the partnership's debts have been paid or provided for).

4.3 Recognition of Capital Accounts. (a) If upon termination of the partnership created hereunder any partner has a negative balance in its capital account, it shall make a cash contribution to the partnership equal to the amount of such negative balance.

(b) Upon the termination of the partnership created hereunder the capital accounts of the parties shall be placed in balance and recognized to the extent necessary to assure that any party paying a percentage share of any expense greater than his percentage interest in the oil and gas properties has borne the full economic burden of such excess expenses and that the allocation of such expenses to such party has had substantial economic effect. For this purpose a party's capital account shall be considered placed "in balance" if the percentage of his capital account balance to the total capital account balances of all parties is equal to his percentage ownership interest in the partnership's properties.

(c) All assignments made under subsection 4.2 and this subsection 4.3 shall be by special warranty. Such assignments shall be made subject to the liability of each assignee for costs, expenses and liabilities theretofore incurred or for which a commitment has been made by the partnership prior to the date of termination, and such costs, expenses and liabilities shall be allocated to such assignee pursuant to this agreement.

Section 5

Ad Valorem and Property Taxes

5.1 Ad Valorem Taxes. Beginning with the first calendar year after the effective date of this agreement, the Operator shall make and file with the proper taxing authorities all necessary ad valorem tax statements and returns and shall settle all valuations and pay all taxes arising therefrom before they become delinquent. If the interest of any party is subject to a separately assessed overriding royalty interest, production payment or other interest in excess of a one-eighth (1/8th) royalty, then such party shall notify the Operator of such interest prior to the rendition date and such party's tax allocation shall be reduced accordingly.

5.2 Production Taxes. Each party receiving in kind or separately disposing of all or part of its share of all oil and gas produced under this agreement shall pay or cause to be paid all production, severance, windfall profit and other taxes imposed upon or with respect to such production and shall indemnify the other parties against any liability for such payment; provided, however, that the party paying or causing to be paid such taxes on behalf of or for the benefit of the owner of any royalty interest in the partnership property (a "Royalty Owner") shall be reimbursed by such Royalty Owner for the amount of such taxes and shall have a lien on such Royalty Owner's oil and gas rights to secure payment thereof.

[redacted]

[redacted]

[redacted]

FORM TA-21-2

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 13, 1981, effective March 13, 1982, from Mary H. Pape, a/k/a Mary Pape, a widow, as Lessors, to Apache Corporation, as Lessee, recorded in Book 63, Page 95, of the oil & gas Records of Sublette County, Wyoming, is owned by Apache Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 111 West

Section 10: SW/4 NE/4, NW/4, N/2 SW/4, NW/4 SE/4, NW/4, N/2 SW/4, NW/4 SE/4

Township 35 North, Range 111 West

Section 28: E/2

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Mary H. Pape, a/k/a Mary Pape, a widow

Box 144, Daniel, Wyoming 83115

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Apache Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Mary H. Pape	State Bank of Big Piney Big Piney, Wyoming 83113	$240.00
Mildred L. and Orrin M. Payne P. O. Box 435 Wickenburg, Arizona 85358		160.00

200762

RECORDED April 16, 1984 8:00 A.M.
IN BOOK 70 Deed PAGE 642
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this _____ day of March, 19 84.

Mary H. Pape (SEAL)

Mary H. Pape

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Mildred L. Payne S/S (SEAL)

_____ (SEAL)

Orrin M/ Payne S/S (SEAL)

_____ (SEAL)

This instrument is to be signed in Counterpart. Each individual listed above will receive an instrument to be executed and returned.

Lse #21156E
Wy-0860 Bondurant Prospect

Your Copy

642

643 + 645

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of March, 19 84, personally appeared Mary L' Pape

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My ~~Commission~~ Expires January 5 1987

by Linda Yake Sublette Co Clerk ~~Notary Public~~.

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

This instrument was filed for record on the day of 19 , at o'clock M., and duly recorded in of the records of this office.

County Clerk.

By Deputy.

When recorded return to
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
ATTN: G. BANKS

FORM TA 21-2

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 13, 1981, effective March 13, 1982, from Mary H. Pape, a/k/a Mary Pape, a widow, as Lessors, to Apache Corporation, as Lessee, recorded in Book 63, Page 95, of the oil & gas Records of Sublette County, Wyoming, is owned by Apache Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 111 West

Section 10: SW/4 NE/4, NW/4, N/2 SW/4, NW/4 SE/4, NW/4, N/2 SW/4, NW/4 SE/4

Township 35 North, Range 111 West

Section 28: E/2

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Mary H. Pape, a/k/a Mary Pape, a widow

Box 144, Daniel, Wyoming 83115

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Apache Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Mary H. Pape	State Bank of Big Piney Big Piney, Wyoming 83113	$240.00
Mildred L. and Orrin M. Payne P. O. Box 435 Wickenburg, Arizona 85358		160.00

200763

RECORDED April 16 1984 8:00 A.M.
IN BOOK 70 Deeds PAGE 645
FEES 6.00 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 7th day of March, 1984.

Mary H. Pape

x Mildred L. Payne (SEAL)
Mildred L. Payne S/S

(SEAL)

Orrin M. Payne (SEAL)
Orrin M. Payne S/S

(SEAL)

This instrument is to be signed in Counterpart. Each individual listed above will receive an instrument to be executed and returned.

Lse #21156E
Wy-0860 Bondurant Prospect

645

Printed by P&M Printing (303) 893-1681

STATE OF Arizona }
COUNTY OF Maricopa } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7 day of March, 1984, personally appeared Mildred L. Payne

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 MY COMMISSION EXPIRES AUG. 18, 1986

Linda Wilson
Notary Public.

STATE OF California }
COUNTY OF Los Angeles } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of March, 1984, personally appeared Orrin M. Payne

and

to me known to be the identical person is, 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.

OFFICIAL SEAL
MARY MERCADO
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 13, 1984

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 4-13-84

Mary Mercado
Notary Public.

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19, before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19.

Notary Public.

(SEAL)

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
ATTN: G. BANKS

FORM TA-21-2 Rev. [redacted]

AMENDED

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 13, 1981 (effective March 13, 1982), from Mary H. Pape, a/k/a Mary Pape, a widow, as Lessors, to Apache Corporation, as Lessee, recorded in Book 63, Page 175, of the Oil & Gas Records of Sublette County, Wyoming, is owned by Apache Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 111 West, 6th P.M.

Section 27: S/2N/2, S/2
34: N/2NE/4, SE/4NE/4, NW/4, N/2SW/4, NE/4SE/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Mary H. Pape, a widow

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto [redacted] subject to and under all of the terms and provisions of said lease, and as to said land, I hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Mary H. Pape P. O. Box 144 Daniel, Wy. 83115	State Bank of Big Piney Big Piney, Wyoming 83113	$480.00 M.H.P.
Earl L. Payne Erlene Payne Christensen and Lloyd J. Christensen	Pacific Western Bank P. O. Box 248 Veneta, Oregon 97487	160.00
Mildred L. Payne and Orrin M. Payne P. O. Box 435 Wickenburg, Arizona 85358		80.00

200764

FILED April 16, 1984 8:10 A M
TO Oct
6.00 Land Dept 647
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
by Dorothy McElwee

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 25 day of February, 1984.

Mary H. Pape S/S 520-42-9409 (SEAL)

Mildred L. Payne S/S (SEAL)

Earl L. Payne S/S (SEAL)

Orrin M. Payne S/S (SEAL)

This instrument is to be signed in Counterpart. Each individual listed above will receive an instrument to be executed and returned.

WY-0869 - 21158J
Bondurant Prospect

647

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of February, 19 84, personally appeared Mary H. Pope

and Mary H. Pope, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My ~~Commission~~ Term Expires January 5, 1987

Lois J Yake ~~Notary Public.~~

E Mills Deputy
Sublette Co Clerk

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (If use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

Notary Public.

(SEAL)

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

County, _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Book _____ of the records of this office.

County Clerk.

By _____ Deputy.

When recorded return to

APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
Attn: C. BANKS

FORM TA-21-2 RE[redacted]

AMENDED
RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 13, 1981 (effective March 13, 1982), from Mary H. Pape, a/k/a Mary Pape, a widow, as Lessors, to Apache Corporation, as Lessee, recorded in Book 63, Page 175, of the Oil & Gas Records of Sublette County, Wyoming, is owned by Apache Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 111 West, 6th P.M.

Section 27: S/2N/2, S/2
34: N/2NE/4, SE/4NE/4, NW/4, N/2SW/4, NE/4SE/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Mary H. Pape, a widow

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto_____ subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Mary H. Pape P. O. Box 144 Daniel, Wy. 83115	State Bank of Big Piney Big Piney, Wyoming 83113	$480.00
Earl L. Payne Erlene Payne Christensen and Lloyd J. Christensen	Pacific Western Bank P. O. Box 248 Veneta, Oregon 97487	160.00
Mildred L. Payne and Orrin M. Payne P. O. Box 435 Wickenburg, Arizona 85358		80.00

200765

RECORDED April 16 1984 8:00 A M
BOOK 76 Oil PAGE 649
FEE $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the [illegible] binding upon the heirs, legal representatives, successors, and assigns of each of us.

March 1 day of ~~February~~, 1984.

Mary H. Pape S/S

Earl L. Payne S/S

Earl L. Payne

Mildred L. Payne S/S

Orrin M. Payne S/S

(SEAL)

WY-0869 - 21158J
Bondurant Prospect

650

Printed by P&M Printing (303) 893-1681

STATE OF Oregon
COUNTY OF Lane } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of March, 1984, personally appeared Earl E. Payne

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 8/27/85

Notary Public.

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County,

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ of the records of this office.

_____
County Clerk.

By _____
Deputy.

When recorded return to

APACHE CORPORATION
SUITE 2303 - 1660 LINCOLN ST.
DENVER, COLO. 80234

Attn: C. BANKS

FORM TA-21-2 REV. 3-15-54

AMENDED

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 13, 1981 (effective March 13, 1982), from Mary H. Pape, a/k/a Mary Pape, a widow, as Lessors, to Apache Corporation, as Lessee, recorded in Book 63, Page 175, of the Oil & Gas Records of Sublette County, Wyoming, is owned by Apache Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 35 North, Range 111 West, 6th P.M.

Section 27: S/2N/2, S/2
Section 34: N/2NE/4, SE/4NE/4, NW/4, N/2SW/4, NE/4SE/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Mary H. Pape, a widow

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto_____ subject to and under all of the terms and provisions of said lease, and as to said land, I/we hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Mary H. Pape P. O. Box 144 Daniel, Wy. 83115	State Bank of Big Piney Big Piney, Wyoming 83113	$480.00
Earl L. Payne Erlene Payne Christensen and Lloyd J. Christensen	Pacific Western Bank P. O. Box 248 Veneta, Oregon 97487	160.00
Mildred L. Payne and Orrin M. Payne P. O. Box 435 Wickenburg, Arizona 85358		80.00

200766

FILED: April 16 1984 8:00 A M
IN BOOK 70 Misc PAGE 657
FEES $6.00 Lois G. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Dorothy M. Turner

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 19th day of February, 1984.

Mary H. Pape S/S

Earl L. Payne S/S

Mildred L. Payne S/S (SEAL) Aug 15, 1989

(SEAL)

Orrin M. Payne S/S (SEAL)

WY-0869 - 21158J
Bondurant Prospect

652

Printed by P&M Printing (303) 893-1681

STATE OF Arizona
COUNTY OF Maricopa } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of February, 1984, personally appeared Mildred J. Payne and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires August 15 1987

Notary Public

STATE OF California
COUNTY OF Los Angeles } 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 6th day of March, 19 84, personally appeared Orrin M. Payne and _____, to me known to be the identical person described in and who excuted the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

OFFICIAL SEAL
MARY MERCADO
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 13, 1984

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 4-13-84

Notary Public.

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____

No. Acres _____

_____ County, _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264

Attn: G. Branch

200767

ASSIGNMENT OF OIL AND GAS LEASE

RECORDED April 16 1984 8:00 A M
BOOK 70 OR S PAGE 653
6 25 Lavina Yde COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy McClure

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, M.H. BRINKERHOFF, having a post office address of 3410 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignor", is the owner and holder of those certain oil and gas leases as set out in the Lease Schedule attached hereto as Exhibit "A", covering lands in the County of Sublette, State of Wyoming.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign and set over unto MHB Properties, 3410 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas leases decribed in Exhibit "A".

This Assignment having a settlement date of January 1, 1984, which is to say all production revenues and income from the sale of oil and/or gas paid by purchaser after January 1, 1984, from the leases described on Exhibit "A" attached hereto and made a part hereof, shall be paid to the Assignee, MHB Properties.

This Assignment is made subject to the terms and conditions of all previous agreements, assignments and commitments pertaining to the lands described on Exhibit "A" attached hereto.

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment of Oil and Gas Leases is made without warranty of title, either express or implied.

EXECUTED this 13th day of April, 1984.

By: M.H. Brinkerhoff

M.H. BRINKERHOFF

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Assignment of Oil and Gas Leases executed before me by M.H. Brinkerhoff, this 13th day of April, 1984.

Witness my hand and official seal.

My Commission Expires:

August 13, 1985

By: Cynthia A. Riedel
Cynthia A. Riedel
3410 Anaconda Tower, 555 17th St.
Denver, Colorado 80202

653

11 77 8
REVISED 8 1 83

LEASE SCHEDULE

TATLOCK'S

EXHIBIT "A", PAGE 1 of 1 STATE OF WYOMING COUNTY OF SUBLETTE

	LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1.	50171	Arthur C. & Beverly P. Homer, h/w	Belco Petroleum Corporation	1/12/54	Township 29 North, Range 112 West Section 7: Lots 1 thru 4, N/2NE/4; E/2NW/4; NE/4SW/4	492.72		
					Township 29 North, Range 113 West Section 12: NE/4; N/2SE/4			
2.	50172	Enger K. Chrisman	Belco Petroleum Corporation	7/1/54	Township 29 North, Range 112 West Section 18: Lots 1 & 2; E/2NW/4	186.06		
					Township 29 North, Range 113 West Section 12: S/2SE/4			
3.	50222	State of Wyoming #66-15523	Nat Novick	7/1/72	Township 27 North, Range 112 West Section 36: All	64.00	48	143
4.	50341	State of Wyoming #68-38592	Nola Grace Ptasynski	9/2/68	Township 33 North, Range 114 West Section 33: S/2NE/4; N/2SE/4; NE/4SW/4	200.00	53	152
5.	50358	State of Wyoming, #76-0818	Barbara E. Hannifin	12/2/76	Township 30 North, Range 114 West, 6th PM Section 16: NW/4NW/4; S/2NW/4; SW/4NE/4	160.00		

654

ASSIGNMENT OF OIL AND GAS LEASE

580768

RECORDED April 16 1984 8:49 AM
IN BOOK 40 Oil PAGE 655
FEES 6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
Deborah M. Klein

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, ZACH K. BRINKERHOFF JR., having a post office address of 3410 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignor", is the owner and holder of those certain oil and gas leases as set out in the Lease Schedule attached hereto as Exhibit "A", covering lands in the County of Sublette, State of Wyoming.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign and set over unto ZKB Properties, 3410 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit "A".

This Assignment having a settlement date of January 1, 1984, which is to say all production revenues and income from the sale of oil and/or gas paid by the purchaser after January 1, 1984, from the leases described on Exhibit "A" attached hereto and made a part hereof shall be paid to the Assignee, ZKB Properties.

This Assignment is made subject to the terms and conditions of all previous agreements, assignments and commitments pertaining to the lands described on Exhibit "A" attached hereto.

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment of Oil and Gas Leases is made without warranty of title, either express or implied.

EXECUTED this 9th day of April, 1984.

By: Zach K. Brinkerhoff

ZACH K. BRINKERHOFF, JR.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Assignment of Oil and Gas Leases was executed before me by ZACH K. BRINKERHOFF, JR., this 9th day of April, 1984.

Witness my hand and official seal.

My Commission Expires:

August 13, 1985

By: Cynthia A. Riedel
Cynthia A. Riedel
3410 Anaconda Tower, 555 17th St.
Denver, Colorado 80202

1 77 8
EVISED 8 1 82

LEASE SCHEDULE

TATLOCK'S

EXHIBIT "A", PAGE 1 of 1 STATE OF WYOMING COUNTY OF SUBLETTE

	LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1.	50171	Arthur C. & Beverly P. Homer, h/w	Belco Petroleum Corporation	1/12/54	Township 29 North, Range 112 West Section 7: Lots 1 thru 4, N/2NE/4; E/2NW/4; NE/4SW/4 Township 29 North, Range 113 West Section 12: NE/4; N/2SE/4	492.72		
2.	50172	Enger K. Chrisman	Belco Petroleum Corporation	7/1/54	Township 29 North, Range 112 West Section 18: Lots 1 & 2; E/2NW/4 Township 29 North, Range 113 West Section 12: S/2SE/4	186.06		
3.	50222	State of Wyoming #66-15523	Nat Novick	7/1/72	Township 27 North, Range 112 West Section 36: All	64.00	48	143
4.	50341	State of Wyoming #68-38592	Nola Grace Ptasynski	9/2/68	Township 33 North, Range 114 West Section 33: S/2NE/4; N/2SE/4; NE/4SW/4	200.00	53	152
5.	50358	State of Wyoming, #76-0818	Barbara E. Hannifin	12/2/76	Township 30 North, Range 114 West, 6th PM Section 16: NW/4NW/4; S/2NW/4; SW/4NE/4	160.00		

[redacted]SSIGNMENT OF OVERRID[redacted]ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-55576

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Zions First National Bank Executors for the Estate of John E. Oakason, Jr. P. O. Box 194 Salt Lake City, Utah 84110, 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
First Security Bank of Utah N.A. Trustee under the John E. Oakason, Jr. Trust Agreement dated December 20, 1976	P. O. Box 194 Salt Lake City,Utah 84110	2.5% of 8/8ths

200769

RECORDED April 16, 1984 8:00 A M
BOOK 76 Deeds 657
FEES $6.00 Lois Yake
SUBLETTE COUNTY CLERK
WYOMING
by Dorothy M Lewis

Being in all a total of an undivided Two and one-half 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 27 N, R 104 W, 6th P.M.
Sec. 30: Lots 1,2,3,4, E½, E½W½
Sec. 31: Lots 1,2,3,4, E½, E½W½
Sec. 32: All
Sec. 33: All

Containing 2,528.24 acres, more or less.

WITNESS our hands this day of FEB 23 1984, 19

Witnesses:

Zions First National Bank Executors for the Estate of John E. Oakason, Jr.

By: Trust Officer

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the day of FEB 23 1984, 198, personally appeared before me Stephen R. Moss, who being duly sworn did say that he is a Trust Officer of Zions First National Bank, a National Banking Association, and that said instrument was signed on behalf of said Association in its capacity as Executor of the Estate of John Oakason by resolution of its Board of Directors, and acknowledged to me that said Association executed the same, as Executor.

NOTARY PUBLIC Commission expires October 12, 1987 STATE OF UTAH

Notary Public

My commission expires

Residing at SALT LAKE CITY, UTAH

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:
First Security Bank of Utah, N.A.
Trustee under the John E. Oakason, Jr.
Trust Agreement dated December 20, 1976

..... as to .....

..... as to By: .....
Trust Officer

..... as to BLM Qualification #U-46500

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted]SSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-55251

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Zions First National Bank Executors for the Estate of John E. Oakason, Jr. P. O. Box 194 Salt Lake City, Utah 84110, 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
First Security Bank of Utah N.A. Trustee under the John E. Oakason, Jr. Trust Agreement dated December 20, 1976	P. O. Box 194 Salt Lake City, Utah 84110	2.25% of 8/8ths

200770

RECORDED April 16 1984 8:00 P M
IN BOOK 70 Misc 659
FEES $6.00
SUBLETTE COUNTY CLERK
WYOMING

Being in all a total of an undivided Two 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 28 N, R 111 W, 6th PM
Sec. 5: Lot 1, SE¼NE¼, E½SW¼, SE¼
Sec. 8: All

Containing 961.66 acres, more or less.

WITNESS our hands this day of FEB 23 1984 19

Witnesses:

Zions First National Bank Executors for the Estate of John E. Oakason, Jr.

By: Trust Officer

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the day of FEB 23 1984, 198 , personally appeared before me Stephen R. Moss, who being duly sworn did say that he is a Trust Officer of Zions First National Bank, a National Banking Association, and that said instrument was signed on behalf of said Association in its capacity as Executor of the Estate of John Oakason by resolution of its Board of Directors, and acknowledged to me that said Association executed the same, as Executor.

NOTARY PUBLIC Commission expires October 12, 1987

Notary Public

My commission expires:

Residing at SALT LAKE CITY, UTAH

657

660

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:
First Security Bank of Utah, N.A.
Trustee under the John E. Oakason, Jr.
..... as to Trust Agreement dated December 20, 1976

..... as to By: [signature]
Trust Officer

..... as to BLM Qualification #U-46500

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted]SSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-36439

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS That Zions First National Bank Executors for the Estate of John E. Oakason, Jr. P. O. Box 194 Salt Lake City, Utah 84110, 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
First Security Bank of Utah N.A. Trustee under the John E. Oakason, Jr. Trust Agreement Dated December 20, 1976	P. O. Box 194 Salt Lake City, Utah 84110	1.5% of 8/8th

200771

RECORDED April 16 1984 8:00 A M
IN BOOK 76 Misc 661
FEES $6.00
SUBLETTE COUNTY CLERK
WYOMING

Being in all a total of an undivided One and one-half 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 32 N, R 114 W, 6th P.M.
Sec. 9: Lots 1,2,3,4, S½N½, S½
Sec. 21: E½
Sec. 22: All
Sec. 23: W½
Sec. 26: NW¼

Containing 1,973.64 acres, more or less.

WITNESS our hands this day of FEB 23 1984, 19

Witnesses:

Zions First National Bank Executors for the
Estate of John E. Oakason, Jr.
By: Trust Officer

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the FEB 23 1984, 198, personally appeared before me Stephen R. Moss, who being duly sworn did say that he is a Trust Officer of Zions First National Bank, a National Banking Association, and that said instrument was signed on behalf of said Association in its capacity as Executor of the Estate of John Oakason by resolution of its Board of Directors, and acknowledged to me that said Association executed the same, as Executor.

Notary Public

Residing at SALT LAKE CITY, UTAH

My commission expires

NOTARY PUBLIC
Commission expires
October 12, 1987
STATE OF UTAH

661

662

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:
First Security Bank of Utah, N.A.
Trustee under the John E. Oakason, Jr.
..... as to Trust Agreement dated December 20, 1976

..... as to By: [signature]
Trust Officer

..... as to BLM Qualification #U-46500

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted] ASSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-60754

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Zions First National Bank Executors for the Estate of John E. Oakason, Jr. P. O. Box 194 Salt Lake City, Utah 84110, 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
First Security Bank of Utah N.A. Trustee under the John E. Oakason, Jr. Trust Agreement dated December 20, 1976	P. O. Box 194 Salt Lake City, Utah 84110	2.5% of 8/8ths

200772

RECORDED April 16 1984 8:00 A.M.
BOOK 70 Misc PAGE 663
FEE $6.00 Paul J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Being in all a total of an undivided Two and one-half 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 35 N, R 114 W, 6th PM
Sec. 23: E½
Sec. 24: NW¼

Containing 480.00 acres, more or less.

WITNESS our hands this FEB 23 1984 day of , 19

Witnesses:

Zions First National Bank Executors for the Estate of John E. Oakason, Jr.

By: Trust Officer

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the day of FEB 2[illegible] 1984, personally appeared before me Stephen R. Moss, who being duly sworn did say that he is a Trust Officer of Zions First National Bank, a National Banking Association, and that said instrument was signed on behalf of said Association in its capacity as Executor of the Estate of John Oakason by resolution of its Board of Directors, and acknowledged to me that said Association executed the same, as Executor.

Notary Public

Residing at SALT LAKE CITY, UTAH

My commission expires

663

664

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:
First Security Bank of Utah, N.A.
Trustee under the John E. Oakason, Jr.
..... as to Trust Agreement dated December 20, 1976

..... as to By: .....
Trust Officer

..... as to BLM Qualification # U-46500

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted]SSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-52393

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Zions First National Bank Executors for the Estate of John E. Oakason, Jr. P. O. Box 194 Salt Lake City, Utah 84110, 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
First Security Bank of Utah N.A. Trustee under the John E. Oakason, Jr. Trust Agreement dated December 20, 1976	P. O. Box 194 Salt Lake City,Utah 84110	2.5% of 8/8ths

200773

RECORDED April 16 1984 8:00 A M
BOOK 70 Over PAGE 665
FEES $6.00 Lee J. Yake COUNTY CLERK
SUBLETTE COUNTY, [illegible] WYOMING

Being in all a total of an undivided Two and one-half 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 Wyomirg, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 35 N, R 114 W, 6th PM
Sec. 26: W½, SE¼
Sec. 35: All

Containing 1120.00 acres, more or less.

WITNESS our hands this day of FEB 23 1984, 19

Witnesses:

Zions First National Bank Executors for the Estate of John E. Oakason, Jr.

By: [signature] Trust Officer

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the ____ day of FEB 23 1984, 198__, personally appeared before me Stephen R. Moss, who being duly sworn did say that he is a Trust Officer of Zions First National Bank, a National Banking Association, and that said instrument was signed on behalf of said Association in its capacity as Executor of the Estate of John Oakason by resolution of its Board of Directors, and acknowledged to me that said Association executed the same, as Executor.

NOTARY PUBLIC
Commission expires October 12, 1987
STATE OF UTAH

[signature] Notary Public

Residing at SALT LAKE CITY, UTAH

My commission expires _____

665

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:
First Security Bank of Utah, N.A.
Trustee under the John E. Oakason, Jr.
..... as to Trust Agreement dated December 20, 1976

..... as to By: [signature]
Trust Officer

..... as to BLM Qualification #U-46500

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-48190

Lease effective date
DECEMBER 1, 1971

FOR BLM OFFICE USE ON

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 12.705315 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 2: Lots 1,2, S/2NE/4 Sublette County, Wyoming	

RECORDED April 16 1984 8:00 A M
IN BOOK 70 Oil & Gas PAGE 667
FEES $6.00 Lucy G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

200774

3. Specify ~~interest or percent~~ of assignor's record title interest being conveyed to assignee	12.705315%
4. Specify ~~interest or percent~~ 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	11.125%

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 September, 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-5479

(Title) (Date)

667

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 29th 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.

ROBERT J. BRO
NOTARY
PUBLIC
STATE OF COLORADO

My Commission Expires:

My Commission Expires February 25, 1986

Robert J. Bro
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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 the 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 out 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 3105–3(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

Lease Serial No.
W-48190

Lease effective date
DECEMBER 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of / 15.722656 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/2N/2 Sublette County, Wyoming 200775	RECORDED April 16 1984 8:00 A.M. IN BOOK 70 Oil & Gas PAGE 669 FEES $6.00 Darla Yake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest of assignor~~ record title interest being conveyed to assignee	15.722656%
4. Specify ~~interest of assignor~~ 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	10.5%

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 29th 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, 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-5479

(Title) (Date)

669

670

CITY AND)
COUNTY OF DENVER) SS.

On this 29th 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 February 25, 1986

Robert J. Brown
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies where 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 3 C5–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106

[redacted] [redacted] [redacted]

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-53372

Lease effective date
February 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 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 109 West, 6th P.M. Section 27: SW¼ Section 34: NE¼NW¼, W½NW¼	

Sublette County, Wyoming

200776

RECORDED April 16 1984 8:00 AM
IN BOOK 70 Deed PAGE 671
FEES 16.00 Lois J. Tyler COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ record title interest being conveyed to assignee	20%
4. Specify ~~XXXXXXXXXXXXXXXXXXXX~~ 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	8.4%

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 23rd 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)

Land/RJB

671

D-7935

672

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 23rd 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

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

this assignment, including
under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the name of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases both 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 where 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

Lease Serial No.
W-82450

Lease effective date
DECEMBER 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 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: S/2 Sublette County, Wyoming	

200727

RECORDED April 16 1984 8:00 AM
IN BOOK 70 Deeds PAGE 673
FEES $6 — Lee Zyskowski COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ record title interest being conveyed to assignee	31.25%
4. Specify ~~XXXXXXXXXXXXXXXXXXXXXX~~ 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 29th 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, 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-5479-1

(Title) (Date)

673

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 29th 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 February 25, 1986

Robert J. Gen
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

C. IT IS HEREBY CERTIFIED that the statements made herein are true, complete, and correct to the best of the assigned'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 out 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 on public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Bureau of Land Management 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

Lease Serial No.
W-73786

Lease effective date
JUNE 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 109 West, 6th P.M. Section 12: W/2, N/2NE/4 Sublette County, Wyoming	

200778

RECORDED April 16, 1984 8:00 A.M.
IN BOOK 70 Ox-Ex PAGE 675
FEES $6.00 Jane J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ record title interest being conveyed to assignee	50%
4. Specify ~~interest xx 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%

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, 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)

D-7936-1
Land/RJB

(Title) (Date)

675

676

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 17th 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

Jean L. Davis
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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 case. 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 out 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 assignments and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106

Form 3106-14
(September 1982)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM A[redacted]
OMB NO. [redacted]4
Expires: A[redacted] 985

Lease Serial No.
W-73786

Lease effective date
June 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of -50- percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 109 West, 6th P.M.
Section 12: W½, N½NE¼

Sublette County, Wyoming

200779

RECORDED April 16 1984 8:00A
IN BOOK 76 Oil & Gas PAGE 677
FEES $6 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest~~ operating rights being conveyed to assignee	50%
4. Specify ~~interest~~ 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%

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.

[signature]
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.

D-7936-1

Land/RJB

677

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 17th day of August, 1982, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:

My Commission Expires February 25, 1986

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

C. IT IS HEREBY CERTIFIED That the statements 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.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-52116

Lease effective date
May 1, 1967

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 20.00 percent of the record title of the above-designate l oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified be ow.

2. Describe the lands affected by this assignment	Assignment approve as to lands described below
Township 27 North, Range 109 West, 6th P.M. Section 33: All Containing 640.00 acres, more or less Sublette County, Wyoming 200780 RECORDED April 16 1984 8:00 A.M. IN BOOK 70 Deeds PAGE 679 FEES 6.- Linda J. Yoder COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING	

3. Specify ~~KXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ record title interest being conveyed to assigne	100.00%
4. Specify ~~XXXXXXXXXXXXXXXXXX~~ f record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.88125%

7. If any payments out of production have previously been created out of this lease, or if ry such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and oth r pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of productio n of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty pa able 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 ave aged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of m y knowledge and belief and are made in good faith.

Executed this 28th day of March , 19 84

Jean Davis
(Assignor's Signature)

410 17th treet, Suite 1400
(Assignor's Address)

Denver (City) CO (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to ake to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter w. l in 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.

679

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 23th day of March, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:

March 21, 1987

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. 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.

5. 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.

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.

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-45225

Lease effective date
JUNE 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, Colorado 80201

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 109 West, 6th P.M. Section 14: W/2NW/4 Sublette County, Wyoming 200781	RECORDED April 16 1984 8:00AM IN BOOK 70 Misc PAGE 681 FEES $6.00 Jean Zaker COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest or percent of assignor's~~ record title interest being conveyed to assignee	50%
4. Specify ~~interest or percent of~~ record title interest being retained by assignor, if any	NONE
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 17th 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)

D-7936
Land/RJB

(Title) (Date)

681

682

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 17th 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:

Notary Public

My Commission Expires February 25, 1986

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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 name of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies where concurrence is required prior to granting a right 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 3105–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-48184

Lease effective date
DECEMBER 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

NOT Sublette County

The undersigned, as owner of 20 percent of the record title of the above-design[illegible] trans-fers and assigns to the assignee shown above, the record title interest in and to [illegible]

2. Describe the lands affected by this assignment

Township 26 North, Range 109 West, 6th P.M.
Section 1: N/2SW/4

Sublette County, Wyoming

20[illegible]

Assignment approved as to lands described below

RECORDED April 16 1984 8:00 AM
IN BOOK 70 Deeds PAGE 683
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify [illegible] record title interest being conveyed to assignee	20%
4. Specify [illegible] 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	8.4%

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 23rd day of August, 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, 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)

683

PART II

ASSIGNEE'S REQUEST

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 23rd 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.

IN 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. Brac
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

C. IT IS HEREBY CERTIFIED That the statements 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 where 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 assignmen 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

Lease Serial No.
W-52395

Lease effective date
NOVEMBER 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Marvin Davis

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

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

20783

Assignment approved as to lands described below

RECORDED Sept 16 1983 8:00 AM
IN BOOK 76 Misc PAGE 685
FEES $6.00 Dora J. Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest or percent of assignor's~~ record title interest being conveyed to assignee	12.5%
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	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

PB 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)

Bacon Ridge Unit #1
D-6184

(Title) (Date)

685

PART II

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. Bacu
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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 on public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Bureau of Land Management collects this information pursuant to the law (See 43 CFR 3 05–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]F)
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-73776

Lease effective date
May 1, 1967

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 20.0 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, 6th P.M.

Section 1: NE/4SE/4 - Tract I

Section 2: Lots 3, 4, S/2NW/4, S/2 - Tract II

Section 11: W/2 - Tract III

Containing 840.28 acres, more or less.

Sublette County, Wyoming

Assignment approved as to lands described below

200784

RECORDED April 16 1984 8:00 A M
IN BOOK 70 Oil & Gas PAGE 687
FEES $6 - Laura A. Zitka COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

	Tract I	Tract II	Tract III
3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.0%	100.0%	100.0%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE	NONE	NONE
5. Specify overriding royalty being reserved by assignor	NONE	NONE	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5.8%	6.3%	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 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 2nd day of April , 19 84

Jean Davis (Assignor's Signature)

410 17th Street, Suite 1400 (Assignor's Address)

Denver (City) CO (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

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/MPM

687

D-5697-2

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 2nd day of April, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:
March 21, 1987

Michael Manning
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases in the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. 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.

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( ).

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
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]
OMB NO.
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-5106

Lease effective date
May 1, 1967

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 20.0 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, 6th P.M.

Section 13: S/2 - Tract I

Section 14: NW/4 - Tract II
Section 26: SE/4SE/4

Containing 520 acres, more or less.

Sublette County, Wyoming

Assignment approved as to lands described below

200785

RECORDED April 16 1984 8:00 AM
IN BOOK 70 Misc PAGE 689
FEES $6 Lisa J Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

	Tract I	Tract II
3. Specify [redacted] record title interest being conveyed to assignee	100.0%	100.0%
4. Specify [redacted] of record title interest being retained by assignor, if any	NONE	NONE
5. Specify overriding royalty being reserved by assignor	NONE	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.3%	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 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 2nd day of April , 19 84

Jean Davis (Assignor's Signature)

410 17th Street, Suite 1400
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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/MPM

D-5697

689

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 2nd day of April, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:

March 21, 1987

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. 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.

5. 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 whose concurrence is required prior to granting a right to public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

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.

[redacted] [redacted] [redacted]

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-5561

Lease effective date
MAY 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 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 109 West, 6th P.M. Section 21: N/2 Section 29: N/2 Sublette County, Wyoming	

200786

RECORDED April 16 1984 8:00 AM
IN BOOK 75 Deed PAGE 691
FEES $6 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest or percent of assignor's~~ record title interest being conveyed to assignee	20%
4. Specify ~~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	8.05004%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of 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-5720

_____ (Title) _____ (Date)

631

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 30th 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

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

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 assignmen and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 310

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-52118

Lease effective date
March 1, 1971

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 20.00 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 109 West, 6th P.M.
Section 28: All

Containing 640 acres, more or less

Sublette County, Wyoming

Assignment approved as to lands described below

200787

RECORDED April 16 1984 8:00 AM
IN BOOK 76 Misc PAGE 693
FEES $6 — Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest~~ record title interest being conveyed to assignee	100.00%
4. Specify ~~interest~~ record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.38125%

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 23th day of March , 1984

Jean Davis
(Assignor's Signature)

410 17th Street, Suite 1400
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

LAND/MPM

(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.*

P-5866-1

693

694

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 28th day of March, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:

March 21, 1987

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. 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.

5. 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.

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 - 1(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted])
OMB NO. [redacted]-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-5123

Lease effective date
May 1, 1967

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 20.00 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 29: SE/4 Containing 160.00 acres, more or less Sublette County, Wyoming	

20078

RECORDED April 16 1984 8:00 AM
BOOK 70 Misc PAGE 695
FEES $6 — Ora A. Zinn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify [redacted] record title interest being conveyed to assignee	100.00%
4. Specify [redacted] 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 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of March , 1984

Jean Davis (Assignor's Signature)

410 17th Street, Suite 1400
(Assignor's Address)

Denver (City) CO (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

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.

D-5868

695

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

696

On this 28th day of March, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

IN WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:

March 21, 1987

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. 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.

5. 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 on public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

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 3106.1-(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]
OMB NO. [redacted]
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-27518

Lease effective date
March 1, 1971

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 20.00 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 29: SW/4 Section 30: Lots 1, 2, 3, 4, E/2, E/2W/2 Containing 753.04 acres, more or less Sublette County, Wyoming	

200789

RECORDED April 16 1984 8:00 AM
IN BOOK 70 Oil & Gas PAGE 697
FEES $6 — Linda J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest record title interest being conveyed to assignee	100.00%
4. Specify interest 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	4.8%

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 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of March, 1984

Jean Davis (Assignor's Signature)

410 17th Street, Suite 1400
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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/NPM

697

D-5866

698

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 28th day of March, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:
March 28, 1987

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. 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.

5. 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.

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.

Form 3106 - 5
(October 1982)

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-66305

Lease effective date
May 1, 1967

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 20.00 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 31: Lots 1,2,3,4, E/2, E/2W/2 Section 32: W/2NW/4 Containing 676.08 acres, more or less Sublette County, Wyoming	

200790

RECORDED April 16 1984 8:00 AM
IN BOOK 70 OF D PAGE 699
FEES $6 — Linda J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest or percentage of assignment~~ record title interest being conveyed to assignee	100.00%
4. Specify ~~interest or percentage of assignment~~ 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	5.9%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of March, 1984

Jean Davis
(Assignor's Signature)

410 17th Street, Suite 1400
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

LAND/MPM

(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.

D-5868-2

699

700

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 28th day of March, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:

March 21, 1987

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. 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.

5. 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.

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 3106.3-1(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106-5
(October 1982)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM A[redacted]
OMB NO. [redacted]
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-66306

Lease effective date
March 1, 1971

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 20.00 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 32: E/2, E/2W/2, W/2SW/4 Containing 560.00 acres, more or less Sublette County, Wyoming	

200791

RECORDED April 16 1984 8:00 AM
IN BOOK 70 Oil PAGE 701
FEES $6.00 Linda J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify [illegible] record title interest being conveyed to assignee	100.00%
4. Specify [illegible] 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	5.4%

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 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 March, 1984

Jean Davis (Assignor's Signature)

410 17th Street, Suite 1400
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

LAND/MPM

(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.

D-5866-D

701

902

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 28th day of March, 1984, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires:

March 21, 1987

Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

(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. 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 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. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. 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.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
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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.

[redacted] [redacted]

Mea[redacted]k
Ch[redacted]ed. 30-21
Veal-Fed. 10-20

ASSIGNMENT

This Assignment from Energetics Opearting Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado, 80112, hereinafter called "Assignor", to Questex Energy Program 1982 B, hereinafter called "Assignee", is made effective this 2nd day of April, 1984.

WHEREAS Assignor and Assignee have entered into agreements, oral and written, whereby Assignee has acquired or has the right to acquire interests, rights, and privileges in, to and under the agreements, farmouts, oil and gas and mineral leases or licenses described in Exhibit "A".

NOW THEREFORE, Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey and assign to Assignee the right, title and interest in and to the agreements, farmouts, oil, gas and mineral leases or licenses described to the extent indicated, in Exhibit "A" subject to the following:

1. The terms and provisions exceptions, reservations, rights, titles, powers, privileges and obligations of said agreements, farmouts, oil and gas and mineral leases or licenses, including the landowner's royalties and all other burdens therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.

2. The overriding royalty interest of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The benefit of and right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the interest against Assignor's predecessors in title.

Assignor shall execute separate assignments of interests to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

This Assignment made without warranty, express or implied, shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED THIS 2nd day of April, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin, Attorney-in-fact

200792

QUESTEX ENERGY PROGRAM 1982 B

By: David P. Elston

RECORDED April 16 1984 8:00 AM
IN BOOK 70 Misc E 703
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE WYOMING
by Dorothy M Thune

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of April, 1984, by Joseph C. Mencin, Attorney-in-fact of ENERGETICS OPERATING COMPANY, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:

5/24/86

(SEAL)

Notary Public

Address: 155 S. Fairfax St.
Denver Co 80222

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 12th day of April, 1984, by Darryl P. Ekstrom as General Partner on behalf of QUESTEX ENERGY PROGRAM 1982 B, a Minnesota limited partnership.

Witness my hand and official seal.

My commission expires:

March 13, 1990

(SEAL)

Notary Public

Address: 19 South First Street
Minneapolis, Minnesota 55401

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Explres Mar 13, 1990

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED APRIL 2, , 1984 FROM ENERGETICS OPERATING COMPANY TO QUESTEX ENERGY PROGRAM 1982B

CONTRACT NO.	AGREEMENT DATE	PARTIES	LANDS AND LEASES				RECORDED-	
			LESSOR	LESSEE	LEASE DATE	DESCRIPTION	BOOK	PAGE
WY-692-2	1/14/83	Energetics, Inc. (as predecessor in interest to Energetics Operating Company) and C&K Petroleum, Inc.	USA-W-55628	H. E. Bergen	8/1/76	T28N-R111W Section 21: N/2 Section 28: N/2, SE/4SE/4 Sublette County, WY	Unavailable	
			USA-W-54466	Harry K. Veal	5/1/76	T28N-R111W Section 17: W/2 Section 20: W/2 Sublette County, WY	Unavailable	

INTEREST BEING CONVEYED IS 10.125% OF INTEREST HELD BY ASSIGNOR AS OF February 19, 1984

706

WY692
Meadowlark
Chorney Fed. 30-21
Veal-Fed. 10-20

ASSIGNMENT

This Assigrment from Energetics Opearting Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado, 80112, hereinafter called "Assignor", to Questex Energy Program 1982 B, hereinafter called "Assignee", is made effective this 2nd day of April, 1984.

WHEREAS Assignor and Assignee have entered into agreements, oral and written, whereby Assignee has acquired or has the right to acquire interests, rights, and privileges in, to and under the agreements, farmouts, oil and gas and mineral leases or licenses described in Exhibit "A".

NOW THEREFORE, Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey and assign to Assignee the right, title and interest in and to the agreements, farmouts, oil, gas and mineral leases or licenses described to the extent indicated, in Exhibit "A" subject to the following

1. The terms and provisions exceptions, reservations, rights, titles, powers, privileges and obligations of said agreements, farmouts, oil and gas and mineral leases or licenses, including the landowner's royalties and all other burdens therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.

2. The overriding royalty interest of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The benefit of and right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the interest against Assignor's predecessors in title.

Assignor shall execute separate assignments of interests to effect transfer of title and to satisfy legal requirements and separate assignments on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

This Assignment made without warranty, express or implied, shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED THIS 2nd day of April, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin, Attorney-in-fact

QUESTEX ENERGY PROGRAM 1982 B

By:

200792

RECORDED April 16 1984 8:40 A.M.
IN BOOK 70 Oil & Gas PAGE 706
FEES $8.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Lewis

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of April, 1984, by Joseph C. Mencin, Attorney-in-fact of ENERGETICS OPERATING COMPANY, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:

5/24/86

(SEAL)

Alice A Bollenbacher
Notary Public

Address: 155 S. Fairfax St.
Denver CO 80222

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 12th day of April, 1984, by Darryl P. Ekstrom, as General Partner on behalf of QUESTEX ENERGY PROGRAM 1982 B, a Minnesota limited partnership.

Witness my hand and official seal.

My commission expires:

March 13, 1990

(SEAL)

Diane M. Vruno
Notary Public

Address: 19 South First Street
Minneapolis, Minnesota 55401

DIANE M. VRUNO
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13 1990

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED APRIL 2, , 1984 FROM ENERGETICS OPERATING COMPANY TO QUESTEX ENERGY PROGRAM 1982B

CONTRACT NO.	AGREEMENT DATE	PARTIES	LANDS AND LEASES				
			LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK / PAGE
WY-692-2	1/14/83	Energetics, Inc. (as predecessor in interest to Energetics Operating Company) and LKK Petroleum, Inc.	USA-W-55628	H. E. Bergen	8/1/76	T28N-R111W Section 27: N/2 Section 28: N/2. Sublette County, WY	Unavailable
			USA-W-54466	Harry K. Veal	5/1/76	T28N-R111W Section 17: W/2 Section 20: W/2 Sublette County, WY	Unavailable

INTEREST BEING CONVEYED IS 10.125% OF INTEREST HELD BY ASSIGNOR AS OF February 19, 1984

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]
OMB NO. [redacted]
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

200825

Lease Serial No.
W-69156

Lease effective date
October 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

RECORDED April 18 1984 11:20 AM
IN BOOK 70 Oil PAGE 709
FEES 6.00 Laird York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

PART I

1. Assignee's Name

AMOCO PRODUCTION COMPANY

Address (include zip code)
1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 35.1075 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 107 West, 6th P.M. Section 12: S/2 13: E/2 Containing 640.00 acres Sublette County, Wyoming	APPROVED AS TO RECORD TITLE ONLY SAME LAND DESCRIPTION AS ITEM 2

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 sixty (60) 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 without liability. ~~Assignee's liability shall be limited to the amount paid as cash consideration for this lease~~. Any reassignment provided for herein shall be free and clear of any overriding royalties or other encumbrances, other than those existing on the date hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor 35.1075%	of 4% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	1% 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 18 day of April, 19 83.

THOMAS W. BLAKE

(Assignor's Signature)

3601 Allen Parkway #74
(Assignor's Address)

Houston, Texas 77019
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JAN 01 1984

By J. K. Gould
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

APR 06 1984
(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.

645774---

709

FOR ASSIGNEE

710

Denver, Colorado 80202
P. O. Box 800
Amoco Production Co.

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 26th day of August, 1983.

AMOCO PRODUCTION COMPANY

BY: Claud Neely MW
(Assignee's Signature)
Its Attorney-in-Fact

1670 Broadway
(Assignee's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas }
COUNTY OF Harris } 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 18 day of April, 1983, personally appeared Thomas W. Blake

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 4-30-85

Notary Public.

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CLAUD NEELY
as Attorney-in-Fact for AMOCO PRODUCTION COMPANY,
this 26th day of August, 1983.

WITNESS my hand and official seal.

My commission expires:
My commission expires June 3, 1986.

Enid L. Dowling
Notary Public

Amoco Building
Denver, Colorado 80202

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]
OMB NO[redacted]4
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-69156

Lease effective date
October 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

200826

1. Assignee's Name
AMOCO PRODUCTION COMPANY

Address *(include zip code)*
1670 Broadway
Denver, Colorado 80202

RECORDED April 18 1984 11:20 AM
IN BOOK 90 Ovr PAGE 711
FEES 6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Doris Hoffstetter

The undersigned, as owner of 22.7050 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 107 West, 6th P.M. Section 12: S/2 13: E/2 Containing 640.00 acres Sublette County, Wyoming	APPROVED AS TO RECORD TITLE ONLY SAME LAND DESCRIPTION AS ITEM 2

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 sixty (60) 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 without liability ~~Assignee's liability shall be limited to the amount paid as cash consideration for this lease.~~ Any reassignment provided for herein shall be free and clear of any overriding royalties or other encumbrances, other than those existing on the date hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor — 22.7050 %	of 4% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	1% 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 11 day of April, 1983.

BROOKS EXPLORATION INCORPORATED

Bill J. Brooks (Assignor's Signature)
President

999 18th Street, Suite 3350
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 01 1984

APPROVED AS TO RECORD TITLE ONLY

By [signature] (Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

APR 06 1984
(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.

FOR ASSIGNEE

712

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 26th day of August, 1983.

AMOCO PRODUCTION COMPANY

BY: [signature] (Assignee's Signature)

Its Attorney-in-Fact

1670 Broadway (Assignee's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 11th day of April, A. D. 1983, before me personally appeared Bill J. Brooks, to me personally known, who, being by me duly sworn, did say that he is the President of BROOKS EXPLORATION INCORPORATED and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Bill J. Brooks acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of April, A. D. 1983.

(SEAL)

[signature] Notary Public.

My Commission expires November 23, 1983

677 Train #13
Denver, CO 80204

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CLAUD NEELY as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 26th day of August, 1983.

WITNESS my hand and official seal.

My commission expires:
My commission expires June 3, 1986.

[signature]
Notary Public

Amoco Building
Denver, Colorado 80202

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]
OMB NO. [redacted]4
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

200827

Lease Serial No.
W-69156

Lease effective date
October 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

AMOCO PRODUCTION COMPANY

Address (include zip code)
1670 Broadway
Denver, Colorado 80202

RECORDED April 18 1984 11:32 AM
IN BOOK 70 Or E PAGE 713
FEES 6.00 Laura Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stowe

The undersigned, as owner of 16.6670 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 107 West, 6th P.M. Section 12: S/2 13: E/2 Containing 640 acres Sublette County, Wyoming	APPROVED AS TO RECORD TITLE ONLY SAME LAND DESCRIPTION AS ITEM 2

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify, without liability Assignor in writing thereof, at least sixty (60) 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. ~~Assignee's liability shall be limited to the amount paid as cash consideration for this lease.~~ Any reassignment provided for herein shall be free and clear of any overriding royalties or other encumbrances, other than those existing on the date hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	16.6670% of 4% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	1% 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 14th day of April, 19 83.

BANTA AND HAIGH

By: [signature]

(Assignor's Signature)

Partner and Atty-In-Fact

2305 East Arapahoe Road, Suite 216
(Assignor's Address)

Littleton, Colorado 80122
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JAN 01 1984

By [signature]
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

APR 06 1984
(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.*

FOR ASSIGNEE

713

714

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 26th day of August, 1983.

AMOCO PRODUCTION COMPANY

BY: Claud Neely mrr
(Assignee's Signature)
Its Attorney-in-Fact

1670 Broadway
(Assignee's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned a Notary Public, in and for said County and State on this 14th day of April, 1983, personally appeared E. L. Barta

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 Feb. 14, 1987

Christine L. Lombardi
No. 916, 2305 E. Arapahoe Road, Littleton, C.O. 80122 Notary Public

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CLAUD NEELY as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 26th day of August, 1983.

WITNESS my hand and official seal.

My commission expires:
My commission expires June 3, 1986.

Enid C. L. Lowling
Notary Public

Amoco Building
Denver, Colorado 80202

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]D
OMB NO.[redacted]4
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

200828

Lease Serial No.
W-69156

Lease effective date
October 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

RECORDED April 18 1984 11:20 AM
IN BOOK 70 Ors PAGE 715
FEES 6.00 Janet Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

PART I

1. Assignee's Name
AMOCO PRODUCTION COMPANY

Address *(include zip code)*
1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 12.5000 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 107 West, 6th P.M. Section 12: S/2 13: E/2 Containing 640.00 acres Sublette County, Wyoming	APPROVED AS TO RECORD TITLE ONLY SAME LAND DESCRIPTION AS ITEM 2

W.I.

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 sixty (60) 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. ~~Assignee's liability shall be limited to the amount paid as cash consideration for this lease.~~ Any reassignment provided for herein shall be free and clear of any overriding royalties or other encumbrances, other than those existing on the date hereof.

without liability

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 12.5000%	of 4% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	1% 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 14 day of April, 1983.

WILLIAM M. LOVE
(Assignor's Signature)

11 S. Meramec
St. Louis, Missouri 63105
(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 APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JAN 01 1984. By [signature] (Authorized Officer)

For ACTING Chief, Oil & Gas Section
(Title)

APR 06 1984
(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.

FOR ASSIGNEE

716

Denver, Colorado 80202

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 26th day of August, 1983.

AMOCO PRODUCTION COMPANY

BY: Claud Neely
(Assignee's Signature)
Its Attorney-in-Fact

1670 Broadway
(Assignee's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of May, 19 83, personally appeared WILLIAM M. LOVE

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 December 16, 1983

James E. Ward
James E. Ward, Notary Public.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CLAUD NEELY as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 26th day of August, 1983.

WITNESS my hand and official seal.

My commission expires:
My commission expires June 3, 1986.

David V. Dowling
Notary Public

Amoco Building
Denver, Colorado 80202

GPO 837 – 859

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

200829

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-69156

Lease effective date
October 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
AMOCO PRODUCTION COMPANY

Address *(include zip code)*
1670 Broadway
Denver, Colorado 80202

RECORDED April 18 1984 11:00 A.M
IN BOOK 70 Oil PAGE 777
FEES 6.00 Lois Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McElwee

The undersigned, as owner of 8.3330 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 107 West, 6th P.M. Section 12: S/2 13: E/2 Containing 640.00 acres Sublette County, Wyoming	APPROVED AS TO RECORD TITLE ONLY SAME LAND DESCRIPTION AS ITEM 2

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 sixty (60) 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. ~~Assignee's liability shall be limited to the amount paid as cash consideration for this lease.~~ Any reassignment provided for herein shall be free and clear of any overriding royalties or other encumbrances, other than those existing on the date hereof. without liability

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	8.3330% of 4% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	1% 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 ~~April~~ May, 1983.

~~XXXXXXXXXXXXXXXX~~ THE WYOMING NATIONAL BANK OF CASPER, Trustee, John F. Rachou Trust

(Assignor's Signature)
Vice President & Sr. Trust Officer
ATTEST:
Assistant Trust Officer

P. O. Box ~~267~~ 2799
(Assignor's Address)
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 APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JAN 01 1984 By _____ (Authorized Officer)

For ACTING Chief, Oil & Gas Section (Title)

APR 06 1984 (Date)

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FOR ASSIGNEE

718

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 26th day of August, 1983.

AMOCO PRODUCTION COMPANY

BY: Claud Neely MW
(Assignee's Signature)
Its Attorney-in-Fact

1670 Broadway
(Assignee's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 19th day of May, A.D. 1983, before me personally appeared DAN W. GUERRTMAN, to me personally known, who, being by me duly sworn, did say that he is the V.P. & Sr. T.O. of THE WYOMING NATIONAL BANK OF CASPER 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 Dan W. Guerrtman acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 19th day of May, A.D. 1983.

Notary Public.

Address: Casper, Wyoming

My commission expires Jan. 27, 1985

PAUL L. HIX NOTARY PUBLIC MY COMMISSION EXPIRES Jan. 27, 1985 Natrona County, Wyoming

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CLAUD NEELY as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 26th day of August, 1983.

WITNESS my hand and official seal.

Enid V. Dowling
Notary Public

Amoco Building
Denver, Colorado 80202

ENID V. DOWLING NOTARY PUBLIC STATE OF COLORADO

My commission expires June 3, 1986.

GPO 887 - 859

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. [redacted]034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

200830

Lease Serial No.
W-69156

Lease effective date
October 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
AMOCO PRODUCTION COMPANY

RECORDED April 18 1984 11:30 AM
IN BOOK 70 Oil & Gas PAGE 719
FEES 6.00 Paid
SUBLETTE COUNTY CLERK
By Dorothy M. Lewis
COUNTY CLERK

Address (include zip code)
1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 4.6875 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 107 West, 6th P.M. Section 12: S/2 13: E/2 Containing 640.00 acres Sublette County, Wyoming	APPROVED AS TO RECORD TITLE ONLY SAME LAND DESCRIPTION AS ITEM 2

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify, without liability, Assignor in writing thereof, at least sixty (60) 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. ~~Assignee's liability shall be limited to the amount paid as cash consideration for this lease.~~ Any reassignment provided for herein shall be free and clear of any overriding royalties or other encumbrances, other than those existing on the date hereof.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor 4.6875% of	4% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	1% 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 18th day of April, 1983.

MARTIN, WILLIAMS & JUDSON, A PARTNERSHIP

William H. Martin (Assignor's Signature)

1804 First National Bank Building
(Assignor's Address)

Edward H. Judson R. Ken Williams

Midland, Texas 79701
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JAN 01 1984. By [signature]
(Authorized Officer)

For ACTING Chief, Oil & Gas Section
(Title)

APR 06 1984
(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.*

FOR ASSIGNEE

720

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 26th day of August, 1983.

AMOCO PRODUCTION COMPANY

BY: Claud Neely mrc
(Assignee's Signature)

Its Attorney-in-Fact

1670 Broadway
(Assignee's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Midland

Before me, the undersigned authority, on this day personally appeared William H. Martin, R. Ken Williams and Edward H. Judson, Partners of Martin, Williams and Judson, a partnership known to me to be the person s whose name s subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this, the 18 day of April A.D. 1983

Anne F. Cobb
Anne F. Cobb

(SEAL)

Notary Public in and for Midland County, Texas

My Commission Expires 3/10/86

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CLAUD NEELY as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 26th day of August, 1983.

WITNESS my hand and official seal.

(SEAL)

My commission expires:

My commission expires June 3, 1986.

David C. Dowling
Notary Public

Amoco Building
Denver, Colorado 80202

GPO 837-559

A.A.P.L. FORM 610-1982

MODEL FORM OPERATING AGREEMENT

200839

RECORDED April 18 1984 4:00 P
IN BOOK 75 Or C PAGE 721
FEES $8.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurm

OPERATING AGREEMENT

DATED

March 20, 1984,

OPERATOR ENERGETICS OPERATING COMPANY

CONTRACT AREA [illegible]

SW¼ Section 20-T27N-R111W

COUNTY OR PARISH OF SUBLETTE STATE OF WYOMING

COPYRIGHT 1982 — ALL RIGHTS RESERVED
AMERICAN ASSOCIATION OF PETROLEUM
LANDMEN, 2408 CONTINENTAL LIFE BUILDING,
FORT WORTH, TEXAS, 76102, APPROVED FORM.
A.A.P.L. NO. 610 - 1982 REVISED

WY-293
FEDERAL #30-20

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1982

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Energetics Operating Company, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators".

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and/or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore and develop these leases and/or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as establish ed by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

☒ A. Exhibit "A", shall include the following information:
(1) Identification of lands subject to this agreement,
(2) Restrictions, if any, as to depths, formations, or substances,
(3) Percentages or fractional interests of parties to this agreement,
~~(4) Oil and gas leases and/or oil and gas interests subject to this agreement~~,
(5) Addresses of parties for notice purposes.

☒ B. Exhibit "B", Form of Lease.

☒ C. Exhibit "C", Accounting Procedure.

☒ D. Exhibit "D", Insurance.

☒ E. Exhibit "E", Gas Balancing Agreement.

☒ F. Exhibit "F", Non-Discrimination and Certification of Non-Segregated Facilities.

☒ G. Exhibit "G", Tax Partnership.

If any provision of any exhibit, except Exhibits "E" and "G", is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an oil and gas interest in the Contract Area, that interest shall be treated for all purposes of this agreement and during the term hereof as if it were covered by the form of oil and gas lease attached hereto as Exhibit "B", and the owner thereof shall be deemed to own both the royalty interest reserved in such lease and the interest of the lessee thereunder.

B. Interests of Parties in Costs and Production:

Unless changed by other provisions, all costs and liabilities incurred in operation under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set forth in Exhibit "A". In the same manner, the parties shall also own all production of oil and gas from the Contract Area subject to the payment of royalties to the extent of all presently existing burdens, which shall be borne as hereinafter set forth.

Regardless of which party has contributed the lease(s) and/or oil and gas interest(s) hereto on which royalty is due and payable, each party entitled to receive a share of production of oil and gas from the Contract Area shall bear and shall pay or deliver, or cause to be paid or delivered, to the extent of its interest in such production, the royalty amount stipulated hereinabove and shall hold the other parties free from any liability therefor. No party shall ever be responsible, however, on a price basis higher than the price received by such party, to any other party's lessor or royalty owner, and if any such other party's lessor or royalty owner should demand and receive settlement on a higher price basis, the party contributing the affected lease shall bear the additional royalty burden attributable to such higher price.

Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby.

C. Excess Royalties, Overriding Royalties and Other Payments:

Unless changed by other provisions, if the interest of any party in any lease covered hereby is subject to any royalty, overriding royalty, production payment or other burden on production in excess of the amount stipulated in Article III.B., such party so burdened shall assume and alone bear all such excess obligations and shall indemnify and hold the other parties hereto harmless from any and all claims and demands for payment asserted by owners of such excess burden.

D. Subsequently Created Interests:

If any party should ~~hereafter~~ after executing this agreement create an overriding royalty, production payment or other burden payable out of production attributable to its working interest hereunder, ~~or if such a burden existed prior to this agreement and is not set forth in Exhibit "A", or was not disclosed in writing to all other parties prior to the execution of this agreement by all parties, or is not a jointly acknowledged and accepted obligation of all parties~~ (any such interest being hereinafter referred to as "subsequently created interest" irrespective of the timing of its creation and the party out of whose working interest the subsequently created interest is derived being hereinafter referred to as "burdened party"), and:

1. If the burdened party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of said subsequently created interest and the burdened party shall indemnify and save said other party, or parties, harmless from any and all claims and demands for payment asserted by owners of the subsequently created interest; and,

2. If the burdened party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the subsequently created interest in the same manner as they are enforceable against the working interest of the burdened party.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

~~☐ Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C", and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.~~

ARTICLE IV
continued

curative materials *
[X] Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination and curative thereof (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

* and charges for services rendered by its staff attorneys and other personnel

Operator Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests subject to this agreement. Operator shall be responsible for the preparation and recording of pooling designations or declarations as well as the conduct of hearings before governmental agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

~~**B. Loss of Title:**~~

~~1. Failure of Title: Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a~~ reduction of interest from that shown on Exhibit "A", the party contributing the affected lease or interest shall have ninety (90) days from final determination of title failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests: and,

(a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have theretofore paid or incurred, but there shall be no additional liability on its part to the other parties hereto by reason of such title failure;

(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost;

(c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interest (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well;

(d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded;

(e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties whose title failed in the same proportions in which they shared in such prior production; and,

(f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.

~~2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well~~ payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and,

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.

of title
3. ~~Other~~ Losses: All losses incurred, ~~other than those set forth in Articles IV.B.1. and IV.B.2. above~~, shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V.
OPERATOR

A. Designation and Responsibilities of Operator:

Energetics Operating Company shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest hereunder in the Contract Area, or is no longer capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A"; provided, however, if an Operator which has been removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was removed.

See Article XV.A. for additional provisions

C. Employees:

The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by Operator, and all such employees shall be the employees of Operator.

D. Drilling Contracts:

All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature.

ARTICLE VI.
DRILLING AND DEVELOPMENT

A. ~~Initial Well:~~ Required Wells: Initial well:

On or before the 1st day of June, 19 84, Operator shall commence the drilling of a well for oil and gas at the following location:

SW¼ Section 20-T27N-R111W, Sublette County Wyoming

and shall thereafter continue the drilling of the well with due diligence to a depth of 9845' in the Mowry formation.

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.

ARTICLE VI
continued

If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the well as a dry hole, the provisions of Article VI.E.1. shall thereafter apply.

B. Subsequent Operations:

1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the ~~well~~ wells provided for in Article VI.A., or to rework, deepen or plug back a ~~dry hole~~ well drilled ~~at the joint expense of all parties or a well jointly owned by all the parties and~~ on the Contract Area as a dry hole or not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties entitled to participate therein written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the party wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to ~~forty-eight (48)~~ twenty-four (24) hours, ~~exclusive of Saturday, Sunday and legal holidays~~. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing. If any party receiving such notice shall disagree upon the proposed operation, such party shall communicate such disagreement in writing to the proposing party within the time limit set forth above for responding to notice of the proposed operation.**

If all parties elect to participate in such a proposed operation, Operator shall, within ninety (90) days after expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the ~~forty-eight (48)~~ twenty-four (24) hour period when a drilling rig is on location, as the case may be), actually commence the proposed operation and complete it with due diligence at the risk and expense of all parties hereto; provided, however, said commencement date may be extended upon written notice of same by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or acceptance. Notwithstanding the force majeure provisions of Article XI, if the actual operation has not been commenced within the time provided (including any extension thereof as specifically permitted herein) and if any party hereto still desires to conduct said operation, written notice proposing same must be resubmitted to the other parties in accordance with the provisions hereof as if no prior proposal had been made.

2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VII.D.1. (Option No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the ~~forty-eight (48)~~ twenty-four (24) hour period when a drilling rig is on location, as the case may be) actually commence the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of the total interest of the parties approving such operation and its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within ~~forty-eight (48)~~ twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A" or (b) carry its proportionate part of Non-Consenting Parties' interests, and failure to advise the proposing party shall be deemed an election under (a). In the event a drilling rig is on location, the time permitted for such a response shall not exceed a total of ~~forty-eight (48)~~ twenty-four (24) hours (inclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may withdraw such proposal if there is insufficient participation and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well and restore the surface location at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk,

**Thereupon the proposing party and the disagreeing party shall use good faith efforts to resolve such differences prior to the expiration of the latter of such time limit or 48 hours (exclusive of Saturdays, Sundays and legal holidays) when a drilling rig is not then on location, or 24 hours (inclusive of Saturdays, Sundays and legal holidays) when a rig is on location. Such time limit shall start upon communication of such disagreement to the proposing party. If the differences cannot be resolved by such time, the disagreeing party shall be deemed to have elected not to participate in the proposed operation, except to the extent permitted by Article XV.C.

ARTICLE VI
continued

and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold, (after deducting production taxes, excise taxes, royalty, overriding royalty and other interests not excepted by Article III.D. payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

200%

(a) ~~100%~~ of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus ~~100%~~ 200% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to such Non-Consenting Party had it participated in the well from the beginning of the operations; and

**300% as to wells drilled to a depth above 10,000'; 500% as to wells drilled to a depth 10,000' and below

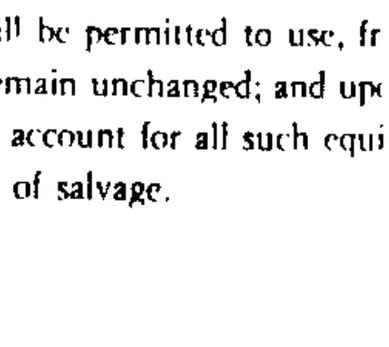
(b) ** % of that portion of the costs and expenses of drilling, reworking, deepening, plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and ** % of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

An election not to participate in the drilling or the deepening of a well shall be deemed an election not to participate in any reworking or plugging back operation proposed in such a well, or portion thereof, to which the initial Non-Consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment account. Any such reworking or plugging back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties one hundred percent (100%) of that portion of the costs of the reworking or plugging back operation which would have been chargeable to such Non-Consenting Party had it participated therein. If such a reworking or plugging back operation is proposed during such recoupment period, the provisions of this Article VI.B. shall be applicable as between said Consenting Parties in said well.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production not excepted by Article III.D.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting Party.



ARTICLE VI
continued

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure attached hereto.

Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the ~~initial~~ wells described in Article VI.A. except (a) as to Article VII.D.1. (Option No. 2), if selected, or (b) as to the reworking, deepening and plugging back of such ~~initial~~ well after it has been drilled to the depth specified in Article VI.A. if it shall thereafter prove to be a dry hole or, if initially completed for production, ceases to produce in paying quantities.

each

See Article XV.B. for additional comments.

3. Stand-By Time: When a well which has been drilled or deepened has reached its authorized depth and all tests have been completed, and the results thereof furnished to the parties, stand-by costs incurred pending response to a party's notice proposing a reworking, deepening, plugging back or completing operation in such a well shall be charged and borne as part of the drilling or deepening operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted, whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms of the second grammatical paragraph of Article VI.B.2, shall be charged to and borne as part of the proposed operation, but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all Consenting Parties.

4. Sidetracking: Except as hereinafter provided, those provisions of this agreement applicable to a "deepening" operation shall also be applicable to any proposal to directionally control and intentionally deviate a well from vertical so as to change the bottom hole location (herein called "sidetracking"), unless done to straighten the hole or to drill around junk in the hole or because of other mechanical difficulties. Any party having the right to participate in a proposed sidetracking operation that does not own an interest in the affected well bore at the time of the notice shall, upon electing to participate, tender to the well bore owners its proportionate share (equal to its interest in the sidetracking operation) of the value of that portion of the existing well bore to be utilized as follows:

(a) If the proposal is for sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs incurred in the initial drilling of the well down to the depth at which the sidetracking operation is initiated.

(b) If the proposal is for sidetracking a well which has previously produced, reimbursement shall be on the basis of the well's salvable materials and equipment remaining in the hole down to the depth at which the sidetracking operation is initiated,* determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning.

*and salvable surface equipment used in connection with such side-tracked well,

In the event that notice for a sidetracking operation is given while the drilling rig to be utilized is on location, the response period shall be limited to ~~forty-eight (48)~~ twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays; provided, however, any party may request and receive up to eight (8) additional days after expiration of the ~~forty-eight (48)~~ twenty-four (24) hours within which to respond by paying for all stand-by time incurred during such extended response period. If more than one party elects to take such additional time to respond to the notice, stand-by costs shall be allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties. In all other instances the response period to a proposal for sidetracking shall be limited to thirty (30) days.

C. TAKING PRODUCTION IN KIND:

Each party shall ~~take~~ be entitled to in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil and gas for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be

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ARTICLE VI
continued

required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil or sell it to others at any time and from time to time for the account of the non-taking party at the best price reasonably obtainable under the circumstances in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil not previously delivered to a purchaser. ~~Any purchase or sale by Operator of any other party's share of oil shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.~~

In the event one or more parties' separate disposition of its share of the gas causes split stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any gas balancing agreement between the parties hereto, whether such an agreement is attached as Exhibit "E", or is a separate agreement.

***

D. Access to Contract Area and Information:

Each party shall have access to the Contract Area at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non Operator that requests the information.

E. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled or deepened pursuant to Article VI.B.2., any well which has been drilled or deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) twenty-four (24) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling or deepening such well. Any party who objects to plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and/or gas subject to the provisions of Article VI.B. by immediately proposing further operations in accordance with said Article VI.B.

2. Abandonment of Wells that have Produced: Except for any well in which a Non-Consent operation has been conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of any well, all parties have not agreed to the abandonment of such well, those wishing to continue its operation from the interval(s) of the formation(s) then open to production shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one (1) year and so long thereafter as oil and/or gas is produced from the interval or intervals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit

***Should any party fail to take in kind or separately dispose of its proportionate share of production, costs incurred by Operator in the negotiation, finalization and administration of a production purchase contract, fees paid outside attorneys, and charges for services rendered by Operator's staff attorneys or other personnel related to the sale or disposal of such production shall be chargeable to the joint account. Such costs and expenses shall be borne by those parties upon whose behalf such services were rendered in the proportion that the interest of each such party bears to the total interest of all parties upon whose behalf the Operator incurs such costs and expenses. The above costs and expenses shall also include, without limitation, fees paid outside attorneys, services of Operator's staff attorneys and other personnel related to local, state and federal regulatory compliance and other costs not otherwise included in Overhead, Section III of the Accounting Procedure.

ARTICLE VI
continued

"B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interests in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well. Upon proposed abandonment of the producing interval(s) assigned or leased, the assignor or lessor shall then have the option to repurchase its prior interest in the well (using the same valuation formula) and participate in further operations therein subject to the provisions hereof.

3. Abandonment of Non-Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as between Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided, however, no well shall be permanently plugged and abandoned unless and until all parties having the right to conduct further operations therein have been notified of the proposed abandonment and afforded the opportunity to elect to take over the well in accordance with the provisions of this Article VI.E.

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the state, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest, has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense. As used herein, the "amount owed by such Non-Operator" shall include, without limitation, such**

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

See Article XV.C. and XV.D. for additional provisions.

C. Payments and Accounting:

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during ~~the next succeeding~~ any month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the ~~next preceding month~~ month preceding the month for which the advance is requested. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Limitation of Expenditures:

1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling or deepening shall include: Each party has heretofore consented to the drilling of the required wells described in Article VI.

**Non-Operator's share of expense plus interest on the delinquent amount at the annual rate equal to the greater of (a) 18% or (b) the rate announced from time to time by Continental Illinois Bank as its prime rate, plus one percentage point, and all court costs, costs of collection and reasonable attorney's fees.

ARTICLE VII

continued

The Operator shall charge the joint account for a required well drille
~~XXXXXXXXXXXX~~/All necessary expenditures for the drilling ~~xxdeepexxxg~~ testing, co pleting and equipping of/t~~xxxx~~l, including pursuant to Article VI.A.
necessary tankage and/or surface facilities.

Consent to drilling any well other than a required we ll or deepening any well shall include
~~XXXXXXXXXXXX~~/All necessary expenditures for the drilling or deepening and testin f the well. When such well has reached its
authorized depth, and all tests have been completed, and the results thereof furnished to th parties, Operator shall give immediate notice
to the Non-Operators who have the right to participate in the completion costs. The part receiving such notice shall have ~~xxxxxx~~ twenty-four
(24) ~~(xx~~hours (~~exclusive of Saturday, Sunday and legal holidays~~) in which to elect to participat in the setting of casing and the completion at-
tempt. Such election, when made, shall include consent to all necessary expenditures for h completing and equipping of such well, in-
cluding necessary tankage and/or surface facilities. Failure of any party receiving such notic to reply within the period above fixed shall
constitute an election by that party ~~not~~ to participate in the cost of the completion attempt one or more, but less than all of the parties,
elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (t phrase "reworking, deepening or plugging
back" as contained in Article VI.B.2. shall be deemed to include "completing") shall appl o the operations thereafter conducted by less
than all parties.

2. Rework or Plug Back: Without the consent of all parties, no well shall be rework or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the reworking or plugging back of a well shall include all necessary expenditures in conducting such operations and completing and equi ing of said well, including necessary tankage and/or surface facilities.

3. Other Operations: Without the consent of all parties, Operator shall not undert ke any single project reasonably estimated to require an expenditure in excess of Twenty-Five Thousand Dollars ($ 25,000) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares an authority for expenditure (AFE) for its own use, Operator shall furnish any Non-Operator so requesting an information copy thereof for any single project costing in excess of Fifteen Thousand Dollars ($ 15,000) but less than the amount first set forth above in this paragraph.

E. **Rentals, Shut-in Well Payments and Minimum Royalties:**

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article IV.B.2.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shutting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and legal holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

F. **Taxes:**

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.

ARTICLE VII
continued

G. Insurance:

At all times while operations are conducted hereunder, Operator shall comply with the workmen's compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be as provided in Exhibit "C". Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the workmen's compensation law of the state where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event automobile public liability insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive equipment.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

or any one of the

However, should any party desire to surrender its interest in any lease or in any portion thereof, and the other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender. If the interest of the assigning party is or includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not consenting to such surrender an oil and gas lease covering such oil and gas interest for a term of one (1) year and so long thereafter as oil and/or gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B". Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the reasonable salvage value of the latter's interest in any wells and equipment attributable to the assigned or leased acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the interest of each bears to the total interest of all such parties.

Any assignment, lease or surrender made under this provision shall not reduce or change the assignor's, lessor's or surrendering party's interest as it was immediately before the assignment, lease or surrender in the balance of the Contract Area; and the acreage assigned, leased or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

B. Renewal or Extension of Leases:

If any party secures a renewal of any oil and gas lease subject to this agreement, all other parties shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their several proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in the Contract Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal lease. ~~Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement~~.

See Article XV.E. for additional provisions.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall also be applicable to extensions of oil and gas leases.

~~C. Acreage or Cash Contributions:~~

~~While~~ this agreement is in force, if any party contracts for a contribution of cash towards the ~~drilling of a well or any other~~ operation on the Contract Area, such contribution shall be paid to the party ~~who conducted the drilling~~ or other operation and shall be applied by it against the ~~cost of such drilling or other~~ operation. If the contribution be in the form of acreage, the party to whom the contribution is made ~~shall promptly tender an assignment~~ of the acreage, ~~without warranty~~ of title, to the Drilling Parties ~~in the proportions~~

ARTICLE VIII
continued

said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separa e Contract Area and, to the extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all ot e parties of any acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of a well drilled inside the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C

D. Maintenance of Uniform Interest:

For the purpose of maintaining uniformity of ownership in the oil and gas lease old interests covered by this agreement, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all leases and equipment and production; or

2. an equal undivided interest in all leases and equipment and production in the Contract Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interest within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

E. Waiver of Rights to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

~~**F. Preferential Right to Purchase:**~~

Should any party desire to sell all or any part of its interests under this agreement or its rights and interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

See Exhibit G.

This agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between or among the parties hereto. Notwithstanding any provision herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed Twenty-Five Thousand Dollars ($ 25,000) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties participating in the operation from which the claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder. *

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by mail or telegram, postage or charges prepaid, or by telex or telecopier and addressed to the parties to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the mail or with the telegraph company, with postage or charges prepaid, or sent by telex or telecopier. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

ARTICLE XIII.
TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease or oil and gas interest contributed by any other party beyond the term of this agreement.

☒ Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise.

☐ Option No. 2: ~~In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this~~ agreement, results in production of oil and/or gas in paying quantities, this agreement shall continue in force ~~so long as any~~ such well or wells produce, or are capable of production, and for an additional period of _____ days ~~from cessation~~ of all production; provided, however, if, prior to the expiration of such additional period, one or more of the ~~parties hereto~~ are engaged in drilling, reworking, deepening, plugging back, testing or attempting to complete a well or ~~wells hereunder~~, this agreement shall continue in force until such operations have been completed and if production ~~results therefrom~~, this agreement shall continue in force as provided herein. In the event the ~~well described in Article VI.A., or any subsequent~~ well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil ~~and/or~~ gas from the Contract Area, this agreement shall terminate unless drilling, deepening, plugging back or reworking operations ~~are commenced within~~ _____ days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

*All claims or suits involving title matters with respect to any interest subject to this agreement shall be treated as a claim or a suit against all parties hereto and all costs and expenses of handling, settling or otherwise discharging such title matter shall be chargeable as above, including services rendered by Operator's staff attorneys or other personnel.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

This agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state of Colorado shall govern.

C. Regulatory ~~Agencies~~ Waiver:

Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of wells, on tracts offsetting or adjacent to the Contract Area.

See Article SV.F. for additional provisions

~~With respect to operations hereunder, Non-Operators agree to release Operator from any and all losses, damages, injuries, claims~~ and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation or application of rules, rulings, regulations or orders of the Department of Energy or predecessor or successor agencies to the extent ~~such~~ interpretation or application was made in good faith. Each Non Operator further agrees to reimburse Operator for any amounts applicable to such Non Operator's share of production that Operator may be required to refund, rebate or pay as a result of such an incorrect interpretation or application together with interest and penalties thereon owing by Operator as a result of such incorrect interpretation or application.

Non-Operators authorize Operator to prepare and submit such documents as may be required to be submitted to the purchaser of any crude oil sold hereunder or to any other person or entity pursuant to the requirements of the "Crude Oil Windfall Profit Tax Act of 1980", as same may be amended from time to time ("Act"), and any valid regulations or rules which may be issued by the Treasury Department from time to time pursuant to said Act. Each party hereto agrees to furnish any and all certifications or other information ~~which is required to be furnished by said Act in a timely manner and in sufficient detail to permit compliance with said Act.~~

ARTICLE XV.
OTHER PROVISIONS

(See attached parges 14-1 through ~~14-5~~ 14-4)

ARTICLE XV.

OTHER PROVISIONS

A. Additional Provisions Relating to Resignation or Removal of Operator and Selection of Successor (Article V.B. Continued):

For the purposes of Article V.B., Operator shall be considered to own an interest in the Contract Area if it is a general partner of a limited partnership which owns an interest in the Contract Area or if it owns a carried or reversionary working interest in the Contract Area. In the event of a transfer of all of Operator's interest to a corporation which controls, is controlled by or is under common control with Operator or in the event of a transfer of all of Operator's interest to any person as a part of the transfer to such person of all or substantially all of Operator's oil and gas properties, such transferee shall automatically become the successor Operator without the approval of Non-Operators.

B. Additional Non-Consent Provisions (Article VI.B.2. Continued):

Notwithstanding anything to the contrary set forth in Article VI.B., no proposal submitted to the parties pursuant to Article VI.B. shall set forth more than one particular operation to be performed, and each such proposal shall specify one location and the proposed depth or objective formation. If any party receiving such a proposal shall notify in writing the proposing party, within the time period set forth in Article VI.B. for electing to participate in an operation, of its desire to perform such proposed operations to a different depth or formation, then such party shall be deemed to have consented to participate in the operations to the depth mutually agreeable to the parties and not to have consented to participate in those operations as to which such party has given notice of an intention not to participate. Such consent to participate shall cover those costs reasonably attributable to the operation to which consent is given, and shall not cover additional expenditures incurred solely in order to perform operations to a different depth or formation. As a result of the foregoing, the interest of the Non-Consenting Party shall be deemed relinquished under the terms of Article VI.B.2. only to the extent of depths or formations in which it elected not to participate pursuant to this paragraph. As a further result of the foregoing, if operations shall be proposed at any time with respect to depths or formations not theretofore relinquished by such party, or not then relinquished if a prior non-consent election was made by such party, such party shall be entitled to participate in the proposed operation to the extent of its interest in such depths or formations, but not otherwise.

C. Additional Lien and Security Interest Provisions (Article VII.B. Continued):

The lien and security interest granted by each Non-Operator to Operator and by Operator to the Non-Operator under Article VII.B. shall extend not only to such party's oil and gas rights in the Contract Area (which for greater certainty shall include all of each party's leasehold interest and leasehold estate in the Contract Area), the oil or gas, or both, when extracted equipment (as mentioned in such Article), but also to all accounts, contract rights, inventory and general intangibles constituting a part of, relating to or arising out of such oil and gas rights, extracted oil and gas and such equipment or which are otherwise owned or held by any such party in the Contract Area. Further, the lien and security interest of each party shall extend to all proceeds and products of all of the property and collateral described in this paragraph and in Article VII.B. as being subject to such lien and security interest. Any party, to the extent it deems necessary to perfect the lien and security interest provided herein, may file this Operating Agreement as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code. Further, and not in limitation of the foregoing, each party hereby grants to Operator full right, power and authority to execute in each such party's name and on its behalf any financing statement which Operator deems necessary in order to perfect the security interest hereby granted under the

applicable Uniform Commercial Code. Each party shall also execute such additional instruments as may be requested by Operator to perfect such lien and security interest.

D. Application of Payments (Article VII.C. Continued):

Unless applicable law provides otherwise, all payments, received by Operator under Article VII.C. of this agreement and Provision I.3. of the Accounting Procedure shall be applied by Operator first in payment of interest payable in accordance with the above article and provision, then to the "amount owed by such Non-Operator".

E. Additional Provisions Relating to Renewal or Extension of Leases (Article VIII.B. Continued):

Any leases (and the land covered thereby) that, pursuant to the terms of this agreement or otherwise, become owned by only one of the parties hereto shall not be subject to this agreement from and after the date such leases become so owned. Any leases (and the lands covered thereby) that, pursuant to the terms of this agreement or otherwise, become owned by more than one but less than all of the parties hereto, or in which a party assigns, transfers or otherwise disposes of all or part of its interests, shall remain subject to this agreement as to the surviving parties; however, for all purposes, the terms of this agreement shall apply separately to each such lease (or group of such leases in which the parties' ownership is uniform) as if it were a separate agreement covering such lease(s), with Exhibit A modified to reflect the parties' interests therein, based upon the parties' ownership in such lease(s).

F. Additional Regulatory Provisions (Article XIV. Continued):

1. Non-Operators hereby authorize Operator to file and prosecute all applications for determination for well pricing qualification under the Natural Gas Policy Act of 1978 and to make interim collection filings on behalf of Non-Operators. Operator may employ counsel and technical experts, including services rendered by Operator's staff attorneys or other personnel, to the extent Operator in its sole discretion considers the same appropriate for such filings and seeking favorable resolutions thereof. Costs incurred by Operator for such counsel and experts, including services rendered by Operator's staff attorneys or other personnel, together with all other costs incurred by Operator in preparing the application for determination and interim collection documents as well as the cost of prosecuting the application shall be charged to the Joint Account.

2. Non-Operators hereby authorize operator to file with the purchaser of crude oil or other liquid hydrocarbons or with any other person required by law, any statement or certification required by the Crude Oil Windfall Profit Tax Act or by any rule, regulation or order issued thereunder or by any other law, rule, or regulation relating to the pricing of crude oil and other liquid hydrocarbons or the taxation thereof. To the extent that Operator may by law be authorized to do so, Non-Operators hereby authorize Operator to agree with any purchaser to relieve Operator (in whole or in part as Operator may determine) of any filing or certification requirements. In making any filing or certification with any purchaser of crude oil or other liquid hydrocarbons, each Non-Operator shall be solely responsible for furnishing to Operator or such purchaser or any other person required by law any exemption certificate, independent producer certificate or any other evidence required by law to entitle Non-Operator to a higher price for the sale of its production or for a lower rate of windfall profit or other excise tax thereon, and upon a Non-Operator's failure to furnish the same, Operator shall certify to such purchaser for such Non-Operator's interest the lower price or higher rate of tax. Operator shall have no duty to seek any refunds on behalf of any Non-Operator of any overpayment of any windfall profit or excise tax to which any Non-Operator may be entitled by law.

3. In the event any Non-Operator receives a greater sum for the sale of its share of production than that to which such Non-Operator is entitled, such Non-Operator shall promptly refund any excess sums so collected to the person entitled thereto together with any interest thereon required by law. In the event Operator is required for any reason to make any such refund on any

Non-Operator's behalf and such Non-Operator refuses upon Operator's request to reimburse Operator for the amount so paid, then Operator, in addition to any other rights or remedies which it may have as a result of making such refund, (i) shall have the lien provided by Article VII.B. to secure such reimbursement and (ii) shall be authorized to collect from Non-Operator's share of production until the full amount required to be paid or refunded by Non-Operator has been recovered.

4. Operator shall use its best judgment in making any of the filings and certifications referred to under Articles XV.F.1. and XV.F.2. above in prosecuting any filings and applications. However, in no event shall Operator have any liability to any Non-Operator in making and prosecuting any such filing or in rendering any statement or certification, absent bad faith, gross negligence or willful misconduct. Any penalties incurred as a result of any incorrect certification, statement or filing shall, in absence of bad faith, gross negligence or willful misconduct, be charged to the parties owning the production to which the penalty pertains. In no event shall any error by Operator relieve any Non-Operator of the liability for any refund under Article XV.F.3. above. Nothing in this Article XV.F. shall obligate Operator to make or prosecute filings, applications or certifications referred to in Article XV.F.1. and XV.F.2., nor shall any Non-Operator be relieved of its obligation to make or prosecute such filings, applications or certifications on its own behalf if Operator shall not do so.

G. Execution:

This Agreement shall be binding upon each Non-Operator when this Agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this Agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit A as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. Operator may, by written notice to all Non-Operators who have become bound by this Agreement as aforesaid, given at any time prior to the actual spud date of the initial Required Well provided for in Article VI.A. but in no event later than five days prior to the date specified in Article VI.A. for commencement of such initial well, terminate this Agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease and determine. In the event Operator proceeds with drilling operations for the Required Well or Wells under Article VI.A. without the execution hereof by all persons listed on Exhibit A as having a current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred which would have been charged to such person under this agreement if such person had executed the same.

H. Bankruptcy:

If following the granting of relief under the Bankruptcy Code to any party hereto as debtor thereunder, this Agreement should be held to be an executory contract within the meaning of 11 U.S.C. §365, then the Operator, or (if the Operator is the debtor in bankruptcy) any other party, shall be entitled to a determination by debtor or any trustee for debtor within thirty (30) days from the date an order for relief is entered under the Bankruptcy Code as to the rejection or assumption of this Operating Agreement. In the event of an assumption, Operator or said other party shall be entitled to adequate assurances as to future performance of debtor's obligation hereunder and the protection of the interest of all other parties.

I. Perpetuities:

It is not the intent of the parties that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation or other rule regarding the vesting or duration of estates, and this agreement shall be construed as not violating such rule to the extent the same can be so construed consistent with the intent of the parties. In the event, however, any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule which will result in no violation. To the extent such maximum

period is permitted to be determined by reference to "lives in being," the parties agree that "lives in being" shall refer to the lifetime of the last to die of the now living lineal descendants of the late Joseph P. Kennedy (father of our late President).

J. Overhead Rate Adjustment Provisions:

In the event the drilling well rates or the producing well rates provided for in Section III.1.A.(3) of the Accounting Procedure shall ever be less than the prevailing rates being charged by financially responsible prudent operators in the area for comparable operations, then Operator may give written notice of such higher prevailing rates to Non-Operators. The higher prevailing rates specified in said notice shall become the effective rates hereunder as of the first day of the month following thirty (30) days from the giving of said notice unless a Non-Operator by written notice to Operator within said thirty day period shall do either of the following:

(a) Object to the proposed rates on the basis the same does not represent the prevailing rate as aforesaid. In such event, the parties shall attempt to agree upon such prevailing rates, failing which such rates shall be determined by law.

(b) Propose to operate for a lesser rate (which shall never be less than the rate then in effect under the Agreement) than that proposed by Operator's notice. In this event Non-Operato shall take over operations as of the beginning of the month following said thirty day period unless the existing Operator shall agree to operate at such lesser rate.

Any new rates established pursuant to this provision shall be subject to adjustment in the manner provided by Section III.1.A.(3) of the Accounting Procedure.

K. The interests covered hereby shall be subject to the following agreements:

1) Certificate and Agreement of Limited Partnership dated November 1, 1983, by and between AMERICAN PETROLEUM CORPORATION, a Nevada corporation, and ENERGETICS OPERATING COMPANY (formerly Energetic, Inc.), a Colorado corporation.

2) Operator has entered into Participation Agreements, effective as of December 31, 1933, with certain Non-Operators, covering the lands subject hereto among other lands. All the Participation Agreements contain substantially similar provisions, except with respect to the percentage interests owned by Non-Operators in the Contract Area. If any provision of this Operating Agreement shall conflict with any provision of any Participation Agreement, the provisions of such Participation Agreement shall control, as between the parties thereto, on the point in conflict.

ARTICLE XVI.
MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 20th day of March, 1984.

OPERATOR

ATTEST:

ENERGETICS OPERATING COMPANY

_____

Joseph C. Mencin

Joseph C. Mencin, Attorney-in-Fact

NON-OPERATORS

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

_____

ENERGETICS 1983 YEAR-END LTD.

_____

By _____

ATTEST:

ROYAL RESOURCES CORPORATION

_____

By _____

ATTEST:

HARVARD PETROLEUM CORP.

_____

By _____

GENERAL HYDROCARBONS 1983X OIL & GAS PROGRAM

By _____

ATTEST:

MORITZ OIL COMPANY, INC.

By _____

By _____

ATTEST:

BEACON EXPLORATION COMPANY

By _____

By _____

Federal 30-20

741

ATTEST:

By_____

CANADIAN CHEYENNE PETROLEUM CORP.

By_____

D&R ENERGY PROGRAM 1979 YEAR-END

By Dan J.P. Ehrlich

ATTEST:

By_____

ROCKY MOUNTAIN OILFINDERS, INC.

By_____

JEFFERY J. IMPAS

EMI 2ND

By_____

BERNARD ROSENBERG

SOLLY ROBINS

V. KATHLEEN ROBINS

HARDING A. BREN

ELLIOT S. KAPLAN

DALE I. LARSON

LAWRENCE ZELLE

E.W. BLANCH SR. REVOCABLE TRUST

By _____

ATTEST:

DAKEL COMPANY

By _____ By _____

GUARANTY CAPITAL INVESTORS LTD.

By _____

ENERGETICS OPERATING COMPANY

By _____
Joseph C. Mencin, Attorney-in-Fact

ENERGETICS, INC.

By _____
Joseph C. Mencin, Attorney-in-Fact

ENERGETICS 1979 LIMITED PARTNERSHIP

By _____

ENERGETICS CAPITAL LIMITED PARTNERSHIP

By _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 12th day of April, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the Corporation.
Witness my hand and official seal.

My commission expires:

Aug 7, 1984

Louise Switzer
Notary Public

Residence Englewood, Co 80112
(City State)

Address 6938 E. Caster Pl.

(SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 16th day of April, 1984, by Darryl P. Ekstrom, President of Questex Energy Inc., a Minnesota corporation, general partner, on behalf of D & R ENERGY PROGRAM 1979, a Minnesota limited partnership.

WITNESS my hand and official seal.

My Commission Expires:

March 13, 1990

Notary Public

Residing at 19 South First Street

Minneapolis Minnesota 55401

NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED MARCH 26, 1984, BETWEEN ENERGETICS OPERATING COMPANY, OPERATOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ETAL, AS NON-OPERATORS

1. Lands and Leases:

LESSOR:	USA W-68117
LESSEE:	Ole N. Hanson
DATED:	July 1, 1979
DESCRIPTION:	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LAND: Township 27 North, Range 111 West Section 20: NW¼SW¼, S½SW¼ Sublette County, Wyoming

LESSOR:	USA W-59776
LESSEE:	Dorothy Langley
DATED:	September 1, 1977
DESCRIPTION:	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LAND: Township 27 North, Range 111 West Section 20: NE¼SW¼ Sublette County, Wyoming

2. Interests of Parties in the Federal #30-20 Well and drillsite acreage:

	BEFORE PAYOUT	AFTER PAYOUT
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.	4.9%	3.166078%
ENERGETICS 1983 YEAR-END LTD.	3.504959%	2.264688%
ROYAL RESOURCES CORPORATION	17.5%	8.75%
HARVARD PETROLEUM CORP.	8.01%	4.005%
GENERAL HYDROCARBONS 1983X OIL & GAS PROGRAM	15.5%	7.75%
MORITZ OIL COMPANY, INC.	13.76%	6.88%
BEACON EXPLORATION COMPANY	10.1946%	10.1946%
CANADIAN CHEYENNE PETROLEUM CORP.	5.607%	5.607%
D & R ENERGY PROGRAM 1979 YEAR-END	3.433741%	3.433741%
ROCKY MOUNTAIN OILFINDERS	0.22%	0.22%
JEFFREY J. TEMPAS	0.22%	0.22%
EMI 2ND	5.5247%	5.5247%
BERNARD ROSENBERG	0.0975%	0.0975%
SOLLY ROBINS	0.5852%	0.5852%
V. KATHLEEN ROBINS	0.1950%	0.1950%
HARDING A. ORREN	0.0975%	0.0975%
ELLIOT S. KAPLAN	0.2166%	0.2166%
DALE I. LARSON	0.2166%	0.2166%
LAWRENCE ZELLE	0.2166%	0.2166%
E. W. BLANCH SR. REVOCABLE TRUST	0.82818%	0.82818%

EXHIBIT "A" (CONT'D.)

2. Continued

	BEFORE PAYOUT	AFTER PAYOUT
DAKEL COMPANY	0.24845%	0.24845%
GUARANTY CAPITAL INVESTOR LTD.	8.92337%	8.92337%
ENERGETICS OPERATING COMPANY	0	0.883863%
ENERGETICS, INC.	0	7.120131%
ENERGETICS '79 LIMITED PARTNERSHIP	0	4.220349%
MM&S PARTNERS	0	3.9379%
ENERGETICS CAPITAL LIMITED PARTNERSHIP	0	14.19695%

American Petroleum-Energetics Income
and Development Program I, Ltd.
c/o Energetics, Inc.
116 Inverness Drive East
Englewood, CO 80112

Energetics 1983 Year-End Ltd.
116 Inverness Drive East
Englewood, Colorado 80112

Royal Resources Corporation
1660 S. Albion Street, Suite 500
Denver, CO 80222

Harvard Petroleum Corp.
Suite 604, Sunset Centre
P. O. Box 936
Roswell, NM 88201

General Hydrocarbons 1983X Oil &
Gas Program
200 Transwestern II Building
P. O. Box 31515
Billings, Montana 59107-1515

Moritz Oil Company, Inc.
102 Inverness Terrace East
Englewood, CO 80112

Beacon Exploration Company
410 Seventeenth Street, Suite 2300
Denver, CO 80202

Canadian Cheyenne Petroleum Corp.
504 Lancaster Building
304 Eighth Avenue, S.W.
Calgary, Alberta, Canada T2P 1C2

D&R Energy Program 1979 Year-End
530 West Parkdale Plaza
1660 South Highway 100
Minneapolis, MN 55416

Rocky Mountain Oilfinders, Inc.
102 Inverness Terrace East, Suite 202
Englewood, Colorado 80112

Jeffery J. Tempas
2 Glenridge Drive
Littleton, CO 80123

EMI 2nd
Georg-Groening-Strasse 16
2800 Bremen I
Federal Republic of Germany
Bremen, West Germany

Bernard Rosenberg
33 South Fifth Street
Minneapolis, MN 55402

Solly Robins
33 South Fifth Street
Minneapolis, MN 55402

V. Kathleen Robins
33 South Fifth Street
Minneapolis, MN 55402

Harding A. Orren
33 South Fifth Street
Minneapolis, MN 55402

Elliot S. Kaplan
33 South Fifth Street
Minneapolis, MN 55402

Dale I. Larson
33 South Fifth Street
Minneapolis, MN 55402

Lawrence Zelle
33 South Fifth Street
Minneapolis, MN 55402

E. W. Blanch, Sr. Revocable Trust
108 Lakeside Drive, Apt. 1551
North Palm Beach, FL 33408

Dakel Company
P. O. Box 2187
Loop Station, MN 55402

Guaranty Capital Investors Ltd.
200 Transwestern II Building
P. O. Box 31515
Billings, Montana 59107-1515

Energetics Operating Company
116 Inverness Drive East
Englewood, Colorado 80112

Energetics, Inc.
116 Inverness Drive East
Englewood, Colorado 80112

Energetics 1979 Limited Partnership
116 Inverness Drive East
Englewood, Colorado 80112

MM&S Partners
102 Inverness Terrace East
Englewood, Colorado 80112

Energetics Capital Limited Partnership
116 Inverness Drive East
Englewood, Colorado 80112

EXHIBIT "B"

EXHIBIT "B" HAS BEEN INTENTIONALLY LEFT BLANK

[redacted] 601, [redacted] TULSA OK 74101

[redacted] by the Council of Petroleum Accountants Societies

EXHIBIT " C "

Attached to and made a part of that certain Operating Agreement dated March 20, 1984, between Energetics Operating Company, Operator and American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

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.

*annual rate of either - the greater of (i) 18% or (ii) the rate announced from time to time by Continental Illinois Bank as its prime rate plus one percentage point

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~~ in the conduct of Joint Operations ~~of Joint Operations~~. the Joint Property.

(2) Salaries of First Level Supervisors in the field.

(3) Salaries ~~and~~ or wages of Technical Employees directly employed ~~on the Joint Property if such charges are excluded from the Overhead rates~~ plus applicable burdens and expenses of Operator's in the conduct of Joint Operations of the Joint Property.

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 ~~xxxxxxxxxxxxxxxxxxxx~~ twenty-four percent (24%) or as amended from time to time pursuant to COPAS guidelines.

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 4 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~~ in conduct of Joint Operations of the Joint Property.

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 ~~xxxxxxxxxxxxxxxxxxxx~~ 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 ~~xxxxxxx~~. 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~~ Operator shall charge for services of Operator's legal staff and ~~xx~~ 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 I unless otherwise agreed to by the Parties except as provided in Section I, Paragraph 3~~ when such services, fees or expenses are incurred by Operator in behalf of the Parties.

[redacted] [redacted] [redacted]

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
(X) 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~~ involved in the Operation of 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 $~~ _____
Producing Well Rate $ as mutually agreed

(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

Five Percent (5 %) 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 :

A. 5 % of total costs if such costs are more than $ 25,000 but less than $ 100,000 ; plus

B. 4 % of total costs in excess of $ 100,000 but less than $1,000,000; plus

C. 3 % 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 by the Operator. ~~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~~ sixty-five percent (~~75%~~ 65%) 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%) fifty percent (50%) 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 ~~sixty~~ sixty-five percent (~~65%~~ 65%) 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 5 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.

EXHIBIT "D"

(Attached to and made a part of Operating Agreement dated March 20, 1984 among Energetics Operating Company, as Operator, and American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

INSURANCE PROVISIONS

At all times while operations are conducted hereunder, Operator shall carry insurance of the types and in amounts as follows:

a. Worker's Compensation insurance in full compliance with all applicable state and federal laws and regulations.

b. Employer's Liability insurance with limits of not less than $100,000.

c. Comprehensive General Liability with limits of $500,000 per person/$500,000 per occurrence as to Bodily Injury and $100,000 per person/$100,000 per occurrence as to Property Damage, including Manufacturers and Contractors Liability, Independent Contractors Liability, Completed Operations and Products Liability and Broad Form Blanket Contractual Liability.

d. Automobile Liability with limits of $250,000 per person/$500,000 per occurrence as to Bodily Injury and $100,000 per occurrence as to Property Damage.

e. Umbrella Liability with Excess Legal Liability coverage with a limit of $25,000,000.

f. Well Control insurance with a limit of $10,000,000 having a deductible of $100,000.

Non-Operators may elect to be named as Additional Insureds on the liability insurance policies, but only with respect to the performance of all work hereunder, and such Additional Insureds coverage shall be carried at the joint expense and for the benefit of Operator and such Additional Insureds, or Non-Operators may elect to provide separate insurance coverage of the same type and in equal or greater amounts, as provided herein, at the sole cost of such electing Non-Operator.

Operator shall be permitted to increase or obtain additional coverage it deems necessary to protect the interest of Operator and those Non-Operators electing to be named Additional Insureds.

EXHIBIT "E"

Attached to and made a part of that certain Operating Agreement dated March 20, 1984 **, between** Energetics Operating Company **, as Operator, and** American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

The parties to the Operating Agreement to which this Gas Balancing Agreement is attached own the working interest in the gas rights underlying the Joint Property covered by such agreement and are entitled to share in the percentages as stated in the Operating Agreement.

In accordance with the terms of the Operating Agreement, each party thereto has the right to take its share of gas produced from the Unit Area and market the same. In the event any of the parties hereto does not market its share of gas or has contracted to sell its share of gas produced from the Joint Property to a purchaser which, at any time while this agreement is in effect fails to take the share of gas attributable to the interest of such party, the terms of this Gas Balancing Agreement shall automatically become effective.

1.

During any period or periods when a party is not taking or marketing its full share of the gas produced from the Joint Property, or its purchaser is not taking such party's current share of gas produced from the Joint Property, the other party or parties shall be entitled to produce from said Joint Property (and take or deliver to a purchaser), each month, all or a part of that portion of the allowable gas production assigned to such Joint Property by the regulatory body having jurisdiction which is not produced by a party taking less than its full share. That party shall be entitled to take and deliver to its or their purchaser all of such gas production; provided, however, that no party shall be entitled to take or deliver to a purchaser gas production in excess of Three Hundred Percent (300%) of its share of the allowable gas production assigned thereto by the regulatory body having jurisdiction, unless that party has gas in storage. All parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by primary separation equipment in accordance with their respective interests and subject to the terms of the above described Operating Agreement.

2.

On a cumulative basis, each party not taking or marketing its share of the gas produced shall be credited with gas in storage equal to its share of the gas taken or marketed, gas used in Joint Property operations, vented, or lost. Each party taking gas shall furnish, or cause to be furnished, to the Joint Property operator a monthly statement of gas taken or delivered to its purchaser. The operator of the Joint Property will maintain a running account of the gas balance between the parties hereto and will furnish each party monthly statements showing the total quantity of gas produced, the amount thereof used in Joint Property operations, vented, or lost, and the total quantity of gas taken or marketed during such month. Measurement of gas for over and underproduction shall be accomplished by use of sales meters, and lease measurement shall be in accordance with the AGA requirements.

3.

After notice to the Operator, any party at any time may begin taking or delivering to its purchaser its full share of the gas produced from a well under which it has gas in storage, less such party's share of gas used in operations, vented or lost. In addition to such share, each party, including the Operator, until it has recovered its gas in storage and balanced the gas account as to its interest, shall be entitled to take or deliver to its purchaser a share of gas determined by multiplying fifty percent (50%) of the interest in the current gas production of the party or parties without gas in storage by a fraction, the numerator of which is the interest in the proration unit of such party with gas in storage and the denominator of which is the total percentage interest in such proration unit of all parties with gas in storage currently taking or delivering to a purchaser.

4.

Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet the deliverability test required by its purchaser. Each party shall, at all times, use its best efforts to regulate its takes and deliveries from said Joint Property so that said Joint Property will not be shut-in for overproducing the allowable assigned thereto by the regulatory body having jurisdiction.

5.

During the term of this agreement, while gas is being produced from the Joint Property, each party shall pay or deliver, or cause to be delivered all royalties, overriding royalties or other payments due on its share of production (as such share is set forth in the Operating Agreement) regardless of whether or not it is taking and selling such share, and shall hold the other parties free from any liability therefor.

6.

Each party producing and taking or delivering gas to its purchaser shall pay, or cause to be paid, all production taxes due on such gas.

7.

When gas sales from a gas well permanently cease, Unit Operator shall make a final determination of the volumes of the last accrued over and underproduction, if any, as of the date of such cessation of sales and the identity of the party or parties who are over or underproduced. A cash balancing adjustment shall be made by the overproduced party or parties, to the underproduced party or parties, for the overproduced volumes which have been taken and sold; the price to be paid for such adjustment shall be the price defined below in effect from time to time during the underproduction for which settlement is being made, less appropriate deductions for taxes paid on such production by the overproduced party. For the purposes of this Section, make-up of underproduction in accordance with Section 3 shall be deemed to occur in the chronological order that the underproduction occurred, commencing with the earliest.

For gas sold in intrastate commerce, the price basis shall be the price received for sale of the gas. For gas sold in interstate commerce, the price basis shall be the rate collected, from time to time, which is not subject to possible refund, as provided by the Federal Energy Regulatory Commission pursuant to final order or settlement applicable to the gas sold from such well, plus any additional collected amount which is not ultimately required by said Commission to be refunded, such additional collected amount to be accounted for at such time as final determination is made with respect thereto.

8.

This agreement shall remain in force and effect as long as the aforementioned Operating Agreement, and shall inure to the benefit of and be binding upon the parties hereto, their successors, legal representatives and assigns.

9.

Nothing herein shall change or affect each party's obligations to pay its proportionate share of all costs and liabilities incurred in joint operations, as its share thereof is set forth in the above described Operating Agreement.

10.

The provisions of this agreement shall be applied to each well and/or each formation separately as if each well and/or formation was a separate well and covered by separate but identical agreements.

EXHIBIT "F"

Attached to and made a part of
Operating Agreement dated March 20, 1984
between ENERGETICS OPERATING COMPANY, as Operator,
and American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

NON-SEGREGATED FACILITIES

A. 1. The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Company 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 includes, but is not 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 Company 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 Company will, in all solicitations or advertisements for employees place by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Company will send to each labor union or representative of workers with which it 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 Company's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to its 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 Company'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 Company may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, as amended by Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Company will include the provisions of these paragraphs (1) through (7) contained in this certification 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 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Company 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 Company becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Company may request the United States to enter into such litigation to protect the interest of the United States.

B. The Company hereby certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not or will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Company agrees that a breach of this certification is a violation of the Equal Employment Opportunity provisions set forth above in paragraph A. As used in this certification, the term "segregated facilities" means, but is not limited to any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. Subject to the condition set forth above in paragraph A, the Company further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Employment Opportunity Certification; that it will retain such certification in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

EXHIBIT "G"

(Attached to and made a part of Operating Agreement dated March 20, 19__, among Energetics Operating Company, Inc., as Operator, and American Petroleum-Energetics Income and Development Program I, Ltd., etal, as Non-Operators

ELECTION TO BE TAXED AS A PARTNERSHIP

Section 1

General Provisions

1.1 Election. Except as otherwise specifically provided in this agreement, the liabilities of the parties to this agreement shall be several and not joint or collective, and each party shall be responsible only for its share of the costs and liabilities incurred as provided in this agreement. It is not the purpose or intention of the parties to create any partnership, joint venture, mining partnership, or an association or any relationship among the parties whether legal or quasi-legal whereby one party is held liable for the acts or omissions of the other party, and neither this agreement nor the operations under this agreement shall be construed or considered as creating any such relationship; provided, however, that the relationship of the parties under this agreement shall be that of partners for income tax purposes. Each party agrees not to elect to be excluded from the application of Subchapter K of Chapter I of Subtitle A of the Internal Revenue Code of 1954, as amended.

1.2 Name. The name of the tax partnership created hereunder is _____.

1.3 Code. "Code" shall mean the Internal Revenue Code of 1954, as amended.

1.4 Operator. The term "Operator' refers to the person designated as operator in the operating agreement to which this "Election to be Taxed as a Partnership" is attached.

Section 2

Allocation of Income, Gains, Deductions, Losses and Credits

2.1 Section 704 Allocation. Pursuant to section 704 of the Code and for purposes of any applicable state or local tax law, the parties agree that each item of income, gain, deduction, loss and credit shall be allocated as provided in this section 2.

2.2 Intangible Drilling Costs. Intangible drilling and development costs shall be allocated as deductions among the parties in accordance with their respective contributions to such costs.

2.3 Depreciation. Depreciation expenses shall be allocated as a deduction among the parties in accordance with their respective contributions to the adjusted basis of the property which gives rise to the depreciation expense.

2.4 Investment Tax Credit. The investment tax credit with respect to any property shall be allocated among the parties in accordance with their respective contributions to the qualified investment (as defined in section 46 of the Code) in such property.

2.5 Production and Operating Costs. Production and operating costs shall be allocated as deductions among the parties in accordance with their respective contributions to such costs.

2.6 Depletion. The parties recognize that under Section 613A(c)(7)(D) of the Code, the depletion allowance is to be computed separately by each party. For this purpose, each party's share of the adjusted basis of each oil and gas property (and each party's capital interest in each property) shall be equal to his contribution to the adjusted basis of such property (which shall include a party's basis in any property contributed by the party to the partnership computed as of the time when the property is contributed to the partnership).

2.7 Other Costs and Expenses. All costs and expenses which are not described in subsections 2.1 through 2.6 above shall be allocated among the parties in accordance with their respective contributions to such costs and expenses.

2.8 Income From Production. Income from the production of oil and gas shall be allocated among the parties in accordance with their relative interests in the production (as specified in this agreement) giving rise to the income. Notwithstanding this subsection 2.8, however, each of the parties reserves the right to take in kind his respective share of production from the partnership's properties as provided in the operating agreement to which this "Election to be Taxed as a Partnership" is attached.

2.9 Gains and Losses. Gains and losses from each sale, exchange, abandonment or other disposition of an oil and gas property and related equipment shall be allocated among the parties in such manner as will reflect the gains and losses that would have been realized by each party if such property had been held by the parties outside this agreement. The computations shall take into account each party's share of the proceeds realized from the sale, exchange or other disposition of such property, each party's share of the selling expenses and each party's contribution to the adjusted cost basis of such property (less any allowed or allowable depreciation, depletion, amortization or other deductions which have been allocated to such party with respect to such property as provided in this agreement). In determining the character of the gain allocated to any party pursuant to the preceding two sentences, any recapture of depreciation, intangible drilling and development costs, and any other item of deduction or credit shall be charged to each party in accordance with its sharing of the depreciation, intangible drilling and development costs or other item of deduction or credit which is recaptured.

2.10 Dry Hole and Bottom Hole Contributions. Any dry hole or bottom hole monetary contributions obtained from a third person in connection with the drilling of a well on the oil and gas properties subject to this Agreement shall be allocated in the same manner as the costs of drilling such well are allocated under the foregoing provisions.

Section 3

Partnership Accounting

3.1 Accounting Method. The partnership shall use the [cash] [accrual] method of accounting.

3.2 Accounting Period. The fiscal year of the partnership shall end on December 31.

3.3 Tax Returns. (a) The Operator shall file at the appropriate office of the Internal Revenue Service a federal partnership income tax return and shall file such state income tax returns as may be required for the partnership created hereunder. The Operator shall use its best efforts in the preparation of such return or returns and may employ outside accounting personnel in addition to its own accounting staff to prepare such returns, all costs of which shall be chargeable to the parties in proportion to their percentage interests under this agreement. The Operator shall not be liable for any costs, interest, penalties, damages or judgments arising from or in connection with the filing or preparation of such returns.

(b) Each party shall supply to the Operator, upon request, such information as may be necessary for the Operator to prepare such tax returns. Any party who fails to supply the Operator with any such information requested agrees to indemnify the partnership, the Operator and the other parties against any costs, interest, penalties, damages or judgments, including without limitation reasonable fees of attorneys and accountants, incurred by the partnership, the Operator or any other party as a consequence of the failure to supply such information.

(c) On any income tax returns filed by the Operator, it shall: (i) elect to charge to expense all intangible drilling and development costs with respect to both productive and nonproductive wells in accordance with subsection 263(c) of the Code and the applicable regulations, and (ii) make such other tax elections as it deems appropriate.

3.4 Capital Accounts. The operator shall maintain separate partnership capital accounts for each party (as determined for federal income tax purposes but without taking into account any adjustment pursuant to an election under section 754 of the Code). Upon formation of the partnership, to reflect the parties' original contributions of property to the partnership, each party's capital account shall be credited with an amount equal to the fair market value of the property contributed to the partnership multiplied by the party's undivided interest in such property.

3.5 Transfers. If a party transfers all or a portion of its interest under this agreement, the income, gains, losses, deductions and credits with respect to such transferred interest shall be allocated between the transferor and transferee on the basis of the ownership of such interest at the time the income or gain is realized, the loss or deduction is incurred, or the credit is earned, as the case may be, under the partnership's method of accounting and not in a pro rata manner.

Section 4

Termination

4.1 Term. The partnership shall commence upon the execution of the operating agreement to which this "Election to be Taxed as a Partnership" is attached and shall terminate at such time as agreed by all partners or as provided by applicable law.

4.2 Winding Up. Subject to the provisions of subsection 4.3, upon termination of the partnership each

[redacted] [redacted] [redacted]

party shall be entitled to receive a distribution of its share of the partnership assets (after the partnership's debts have been paid or provided for).

4.3 Recognition of Capital Accounts. (a) If upon termination of the partnership created hereunder any partner has a negative balance in its capital account, it shall make a cash contribution to the partnership equal to the amount of such negative balance.

(b) Upon the termination of the partnership created hereunder the capital accounts of the parties shall be placed in balance and recognized to the extent necessary to assure that any party paying a percentage share of any expense greater than his percentage interest in the oil and gas properties has borne the full economic burden of such excess expenses and that the allocation of such expenses to such party has had substantial economic effect. For this purpose a party's capital account shall be considered placed "in balance" if the percentage of his capital account balance to the total capital account balances of all parties is equal to his percentage ownership interest in the partnership's properties.

(c) All assignments made under subsection 4.2 and this subsection 4.3 shall be by special warranty. Such assignments shall be made subject to the liability of each assignee for costs, expenses and liabilities theretofore incurred or for which a commitment has been made by the partnership prior to the date of termination, and such costs, expenses and liabilities shall be allocated to such assignee pursuant to this agreement.

Section 5

Ad Valorem and Property Taxes

5.1 Ad Valorem Taxes. Beginning with the first calendar year after the effective date of this agreement, the Operator shall make and file with the proper taxing authorities all necessary ad valorem tax statements and returns and shall settle all valuations and pay all taxes arising therefrom before they become delinquent. If the interest of any party is subject to a separately assessed overriding royalty interest, production payment or other interest in excess of a one-eighth (1/8th) royalty, then such party shall notify the Operator of such interest prior to the rendition date and such party's tax allocation shall be reduced accordingly.

5.2 Production Taxes. Each party receiving in kind or separately disposing of all or part of its share of all oil and gas produced under this agreement shall pay or cause to be paid all production, severance, windfall profit and other taxes imposed upon or with respect to such production and shall indemnify the other parties against any liability for such payment; provided, however, that the party paying or causing to be paid such taxes on behalf of or for the benefit of the owner of any royalty interest in the partnership property (a "Royalty Owner") shall be reimbursed by such Royalty Owner for the amount of such taxes and shall have a lien on such Royalty Owner's oil and gas rights to secure payment thereof.