A.A.P.L. FORM 610 - 1977

MODEL FORM OPERATING AGREEMENT

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SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevie

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

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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:

[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 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 "E"~~. 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~~ 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 ~~his entire loss and it shall not be entitled to recover from Operator or the other parties any part~~

~~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 Article 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 VI.E. 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 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:

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 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"~~ 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 1.761-1(a). 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

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 [redacted] Belco Petroleum Corporation [redacted] nergetics, Inc. (as [redacted]

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.

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

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, Attorney-in-Fact

NON-OPERATORS

D&R ENERGY PROGRAM 1981A

By:

AMERICAN PETROLEUM DRILLING PROGRAM 1981-C, LTD.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 10th 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.

NOTARY PUBLIC

My Commission Expires:
5/29/86

Notary Public

Residing at 155 So. Fairfax
Denver, Colorado 80222

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

DIANE M. VELAGIC
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

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 1981-A, 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

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	7.032932%	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	20.452481%	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%

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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

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

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

Kraftbilt 601, BOX 600 TULSA OK 74101

COPAS — 1974

Recommended 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 *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.

*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 twenty-three percent (23%) of costs chargeable under paragraphs 2A and 2B.

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 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.~~

TO BE NEGOTIATED

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 $_____:

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.

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 su[redacted]ion 4.3, upon termination of 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.

EXHIBIT "G"

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

Unless exempted by federal law, regulation or order, the following terms and conditions shall apply during the performance of this contract:

I. EQUAL OPPORTUNITY CLAUSE

A. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which the Contractor 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 Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 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 the books, records and accounts of the Contractor 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 Contractor'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 suspensed in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. If required to do so by federal law, regulation or order, the Contractor agrees that the Contractor shall:

(1) File with the Office of Federal Contract Compliance or agency designated by it, a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this contract (unless such a report has been filed in the last 12 months), and continue to file such reports annually, on or before March 31;

(2) Develop and maintain a written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11245, as amended.

II. CERTIFICATE OF NONSEGREGATED FACILITIES

The Contractor certifies that the Contractor does not and will not maintain or provide for the employees of the Contractor any segregated facilities at any of the establishments of the Contractor, and that the Contractor does not and will not permit the employees of the Contractor to perform their services at any location, under the control of the Contractor, where segregated facilities are maintained. The Contractor understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The Contractor understands and agrees that maintaining or providing segregated facilities for the employees of the Contractor or permitting the employees of the Contractor to perform their services at any locations, under the control of the Contractor, where segregated facilities are maintained is a violation of the Equal Opportunity Clause required by Executive Order No. 11246 of September 24, 1965, and the regulations of the Secretary of Labor set out in 41 CFR Chapter 60. The Contractor further agrees that (except where the Contractor has obtained identical certifications from proposed subcontractors for specific time periods) the Contractor will obtain identical or substantially identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

Wherever the word "Contractor" appears in this Exhibit "F", it shall mean "Operator" as used in the above described Operating Agreement.

[redacted] [redacted] [redacted]Y-371

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 2% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. This Assignment of Overriding Royalty is expressly made subject to all the terms, conditions and provisions of that certain Farmout Agreement dated March 19, 1980, as amended, between Energetics, Inc. (predecessor in interest to Energetics Operating Company) and Northern Natural Gas Company (presently Internorth, Inc.). If said agreement provides for any reversionary interests or other modifications of burdens affecting Assignor's interest then the following shall occur:

(a) The overriding royalty herein transferred shall decrease to 1% of 8/8ths in the event the burdens on the leases described in Exhibit "A" increase to a total exceeding twenty percent (20%) as a result of any provisions pursuant to said agreement.

(b) The overriding royalty herein transferred shall proportionately increase or decrease, in accordance with Paragraph 5 hereof, along with any change in the working interest of Assignor, its successors and assigns.

2. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

3. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

4. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

5. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor, its successors and assigns, in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

6. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on

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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 24th day of February, 1984, effective date of first production of the Federal 20-8 well.

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin
Joseph C. Mencin
Attorney-in-Fact

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 24th day of February, 1984.

Notary Public

My Commission Expires

My Commission Expires July 26, 1986
3081 East Peakview Circle
Littleton Colorado 80121

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 24th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
W-62967 (13254)	USA	Shirley A. Potestio	03-01-74	Township 27 North-Range 110 West Section 8: S/2, NW/4	Unrecorded	

Northern
WY-371

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. This Assignment of Overriding Royalty is expressly made subject to all the terms, conditions and provisions of that certain Farmout Agreement dated March 19, 1980, as amended, between Energetics, Inc. (predecessor in interest to Energetics Operating Company) and Northern Natural Gas Company (presently Internorth, Inc.) and Farmout Agreement dated October 10, 1980, between Gulf Oil Corporation and Energetics, Inc. (predecessor in interest to Energetics Operating Company). If said agreement provides for any reversionary interests then the following shall occur:

(a) The overriding royalty herein transferred shall increase to 2% of 8/8ths in the event the burdens on the leases described in Exhibit "A" decrease to twenty percent (20%) or less as a result of any reversions pursuant to said agreement.

(b) The overriding royalty herein transferred shall proportionately increase or decrease, in accordance with Paragraph 5 hereof, along with any change in the working interest of Assignor, its successors and assigns.

2. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

3. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

4. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

5. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor, its successors and assigns, in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

6. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall

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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 24th day of February, 1984, effective date of first production of the Federal 20-8 well.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin
Joseph C. Mencin
Attorney-in-fact

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 24th day of February, 1984.

Notary Public

My Commission Expires

My Commission Expires July 26, 1986
3691 East Peakview Circle
Littleton, Colorado 80121

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 24th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK PAGE
W-62967 (13254)	USA	Shirley A. Potestio	03-01-74	Township 27 North-Range 110 West Section 8: NE/4	Unrecorded

47

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 2 % of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

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

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

200873 EXECUTED THIS 17th day of February, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin mlb
Joseph C. Mencin, Attorney-in-fact

RECORDED April 19 1984 3:00 P M
IN BOOK 71 Oil & Gas PAGE 43
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurie

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 17th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1985
3061 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herald
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 17th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
13249	W-48191	John E. Oaks	Dec. 1, 1974	Township 27 North, Range 110West Section 12: W/2NE/4, NW/4, N/2SW/4, SE/4SW/4, SE/4 Containing 520.00 acres, more or less from the surface of the earth down to 100' below the stratigraphic equivalent of 14,405' as encountered in the Federal 20-8 well located in the SW/4NE/4 of Sec. 8, T27N,R110W.	-	-

4/C

Osprey, WY-584
Federal 20-28
Federal 40-28

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

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

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

200874 EXECUTED THIS 17th day of February, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin
Joseph C. Mencin, Attorney-in-fact

RECORDED April 19 1984 3:00 P M
IN BOOK 71 Misc PAGE 46
FEES $8.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

[redacted] [redacted] [redacted]

40

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 17th day of February, 1984.

My Commission Expires

My Commission Expires July 26, 1985
3361 East Peakview Circle
Littleton, Colorado 80121

Betty A. Arnold
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 17th day of February, 1984, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12365	USA-W-62177	R. Ken Williams	2/1/78	Township 27 North, Range 111 West, 6th P.M. Section 28: SE/4NE/4 Containing 360.00 acres, more or less. Insofar and only insofar as said lease covers formations from the surface of the earth to the stratigraphic equivalent of 10,550 feet.		

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. This Assignment of Overriding Royalty is expressly made subject to all the terms, conditions and provisions of that certain Acreage Purchase Agreement dated March 3, 1983 by and between Belco Petroleum Corporation and Energetics, Inc., as predecessor in interest to Energetics Operating Company. If said agreement provides for any reversionary interests then the following shall occur:

   (a) The overriding royalty herein transferred shall increase to 2% of 8/8ths in the event the burdens on the leases described in Exhibit "A" decrease to twenty percent (20%) or less as a result of any reversions pursuant to said agreement.

   (b) The overriding royalty herein transferred shall proportionately increase or decrease, in accordance with Paragraph 5 hereof, along with any change in the working interest of Assignor, its successors and assigns.

2. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

3. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

4. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

5. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor, its successors and assigns, in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

6. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall

200825

RECORDED April 19 1984 3:00 P M
IN BOOK 71 Ores PAGE 49
FEES $20.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

WY-322
Chapel #10-25 Well

376

4/9

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 23rd day of March, 1984, effective date of first production of the Chapel #10-25 well.

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin mlb
Joseph C. Mencin
Attorney-in-fact

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 23rd day of March, 1984.

Betty A. Herold
Notary Public

My Commission Expires

My Commission Expires July 26, 1986
[illegible]

EXHIBIT "A"

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	Insofar as lease covers: Township 28 North, Range 112 West Section 24: Lots 9, 11, SE/4SW/4 Section 25: Lots 2, 5, N/2NW/4 SE/4NW/4 Section 26: Lots 1 through 7 Sublette County, Wyoming	48	628

BENEDUM & BENEDUM
Special Account #39-6268 200 CITY NATIONAL BLDG. 52
T. R. Benedum NORMAN, OKLAHOMA 73069

By: _____
Secretary.

RETURN TO:
BENEDUM & BENEDUM
200 CITY NATIONAL BLDG.
NORMAN, OKLAHOMA 73069

RECORDED April 20 19 84 8:00 A M
IN BOOK 71 O & G. PAGE 52
FEES $6.25 Carol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

PARTIAL ASSIGNMENT OF PRODUCTION PAYMENT

200879

WHEREAS, heretofore O. WOODARD EKLUND and ONITA EKLUND, husband and wife, being the owners of an Oil and Gas Lease made by the United States of America, No. W-72878, recorded in Book 63 at page 136 of the Oil and Gas Lease Records of Sublette County, Wyoming, covering the following described land in Sublette County, Wyoming to-wit:

All of Sections 16, 20, 21, 29 and 33,
Township 30 North, Range 115 West,
containing 3,200 acres, more or less,

assigned the same and retained a production payment; and,

WHEREAS, the said O. Woodard Eklund and Onita Eklund, husband and wife, desire to assign a one percent (1%) interest in 7/8ths of the production of oil, gas and other minerals from said land produced pursuant to said Oil and Gas Lease to C. M. Sliepcevich and Ben T. Benedum, in equal proportions;

NOW, THEREFORE, IN CONSIDERATION OF One ($1.00) Dollar and other good and valuable considerations, the receipt of which is acknowledged, the undersigned, O. Woodard Eklund and Onita Eklund, husband and wife, hereby sell, assign, transfer and set over unto C. M. Sliepcevich and Ben T. Benedum, as tenants in common and in the proportions of 1/2 interest each, a one percent (1%) of 7/8ths interest of the oil, gas and other minerals produced and saved from all of the above described land; provided, nevertheless, that this Assignment shall be subject to all of the terms and provisions contained in the Assignment of said Oil and Gas Lease dated October 11, 1982, executed by the said O. Woodard Eklund and Onita Eklund, husband and wife, now on record in Book 63 at page 136 of the Oil and Gas Records of Sublette County, Wyoming.

BENEDUM & BENEDUM
ATTORNEYS AT LAW
200 CITY NATIONAL BANK & TRUST BUILDING
NORMAN, OKLAHOMA 73069

DATED this 21 day of October, 1982.

O. WOODARD EKLUND

ONITA EKLUND

STATE OF OKLAHOMA,)
) SS:
COUNTY OF CLEVELAND,)

On this 21 day of October, 1982, personally appeared before me O. WOODARD EKLUND and wife, ONITA EKLUND, who acknowledged that they executed the foregoing instrument.

Notary Public

My Commission Expires:

May 27, 1986.

BENEDUM & BENEDUM
ATTORNEYS AT LAW
200 CITY NATIONAL BANK & TRUST BUILDING
NORMAN, OKLAHOMA 73069

2123-24266

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-7575-A

Lease effective date
9-1-67

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

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address (*include zip code*) 500 National Foundation West Bldg.
3555 N.W. 58th Street
Oklahoma City, Oklahoma 7311[illegible]

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Insofar only as said lease covers lands described from the surface of the land to the stratigraphic equivalent of the total depth drilled in the Cutlass Unit #1 Well, located in the NW/4 Section 29-T28N-R109W, Sublette County, Wyoming, said well having been drilled to a total depth of 16,986'.

RECORDED April 20, 1984 11:00 AM
IN BOOK 710 PAGE 54
FEES 6.00 Lou Ann Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
200887

Township 28 North, Range 109 West
Section 29: E/2, S/2 SW/4
Section 28: All
Section 31: All
Containing ~~1680~~ 1639.04 Ac acres, more or less
Sublette County, Wyoming

3. Specify interest or percent of operating rights being conveyed to assignee: 50% of Assignor's 25%

4. Specify interest or percent of operating rights being retained by assignor: 50% of Assignor's 25%

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

6. Specify overriding royalty previously reserved or conveyed, if any: ~~8% 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 16th day of August, 1982, but effective November 18, 1981.

TERRA RESOURCES, INC.

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

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

ATTEST:
William H. Everett III, Secretary

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 01 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
ACTING (Title)

APR 05 1984 (Date)

FOR ASSIGNEE

NOTE: [redacted] may be reproduced provided that copies [redacted] exact reproduction on one sheet of both sides [redacted] official form

[redacted] PART [redacted]

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19 .

WOODS PETROLEUM CORPORATION

(Assignee's Signature)

500 National Foundation West Building
(Assignee's Address)

3555 N.W. 58th Street

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

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

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

On this 20th day of August, 1982, before me personally appeared F. H. Merelli to me personally known, who, being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. H. Merelli acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 20th day of August, 1982.

Virginia L. Booth
Notary Public

My Commission Expires:
3-1-82

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 838-059

5C

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-7575-A

Lease effective date
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Woods Petroleum Corporation

Address *(include zip code)*
3555 Northwest 58th Street, Suite 500
Oklahoma City, Oklahoma 73112

The undersigned, as owner of 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 109 West
Section 28: All
Section 29: All
Section 31: Lots 1-4, E/2W/2, E/2

containing 1,869.04 acres, more or less, in Sublette County, Wyoming

Assignment approved as to lands described below

200888

RECORDED April 20 1984 11:00 AM
IN BOOK 71 O & G PAGE 56
FEES $ 10.00 Dora Nyaka COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

SAME LAND DESCRIPTION AS ITEM 2

3. Specify ~~interest in percent~~ of assignor's record title interest being conveyed to assignee	50%
4. Specify ~~interest in 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, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 01 1983

By J. K. Spelts
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title) FOR ASSIGNEE

APR 05 1984
(Date)

#20-1 [redacted] Unit/Land/RM [redacted] 111654 [redacted] D-7348

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

Executed this day of , 19 .

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

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

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

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

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

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

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

NOTICE

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

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

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

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

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

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

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

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

RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7575-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.

#29-1 Cutlass Unit/Land/RHM

D-7348

[redacted] ACKNOWLEDG[redacted] RIDER [redacted]

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-7575-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.

My Commission Expires:
November 1, 1986

Notary Public
444 Seventeenth Street, Suite 701
Denver, Colorado 80202

#29-1 Cutlass Unit/Land/RHM

D-7348

Sugar Loaf
WY-567

RECORDED April 20 19 84 12:30 P M
IN BOOK 71 O & G PAGE 60
FEES $ 4.00 Zoe Ryake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

200894

AMENDMENT TO OPERATING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by Instrument dated March 25, 1984, recorded in Book 70 O&G, at Page 434 of the records of Sublette County, Wyoming, ENERGETICS OPERATING COMPANY, 116 Inverness Drive East, Englewood, Colorado 80112, as OPERATOR, and CONTINENTAL-AMERICAN DRILLING PROGRAM 1981 B LTD., The Village Green, P. O. Box 618, Bedford, New York 10506, as NON-OPERATOR, entered into an Operating Agreement affecting certain lands in Sublette County, Wyoming, more fully described in the above referenced document; and

WHEREAS, it is the desire of the parties to amend said Operating Agreement to include an additional provision;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefit to be derived by the parties hereto, it is agreed and stipulated that the above described Operating Agreement, as recorded in the records of Sublette County, Wyoming, is hereby made subject to that certain Agreement dated November 1, 1981, between Energetics, Inc., predecessor in interest to Energetics Operating Company, and Continental-American Drilling Program 1981 B Ltd.

All other terms, conditions and provisions of the above referenced Operating Agreement remain unchanged.

EXECUTED this 17th day of April, 1984.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin, Attorney-in-Fact

CONTINENTAL-AMERICAN DRILLING PROGRAM
1981 B LTD.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Kathleen A. Sedgwick

The foregoing instrument was acknowledged before me this 17th day of April, 1984, by Joseph C. Mencin, Attorney-in-Fact for ENERGETICS OPERATING COMPANY, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

Residing at

My Commission Expires July 26, 1986
3911 East Peakview Circle
Littleton, Colorado 80121

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th 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.

My Commission Expires:
2/20/85

Notary Public

Residing at 425 So. Cherry, #580
[redacted], Colorado 80222

WY-293
Federal #30-20

AMENDMENT TO OPERATING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by Instrument dated March 20, 1984, recorded in Book 70 O&G , Pages 460 of the records of Sublette Courty, Wyoming, ENERGETICS OPERATING COMPANY, 116 Inverness Drive East, Englewood, Colorado 80112, as OPERATOR, and AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., The Village Green, P. O. Box 618, Bedford, New York 10506, as NON-OPERATOR, affecting certain lands in Sublette County, Wyoming, more fully described in the above referenced document; and

WHEREAS, it is the desire of the parties to amend said Operating Agreement to include an additional provision;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefit to be derived by the parties hereto, it is agreed and stipulated that the above described Operating Agreement, as recorded in the records of Sublette County, Wyoming, is hereby made subject to that certain Certificate and Agreement of Limited Partnership dated November 1, 1983, among American Petroleum Corporation, Administrative General Partner, and Energetics Operating Company, Operating General Partner, of American Petroleum-Energetics Income and Development Program I, Ltd.

All other terms, conditions and provisions of the above referenced Operating Agreement remain unchanged.

EXECUTED this 17th day of April, 1984.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin mcb
Joseph C. Mencin, Attorney-in-Fact

AMERICAN PETROLEUM-ENERGETICS INCOME
AND DEVELOPMENT PROGRAM I, LTD.

Kathleen D. Sedgwick

200895

RECORDED April 20 19 84 12:30 PM
IN BOOK 71 O+G PAGE 61
FEES $6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of April, 1984, by Joseph C. Mencin, Attorney-in-Fact for 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
My Commission Expires July 26, 1986

Residing at 5921 East Peakview Circle
Littleton, Colorado 80121

61

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of April, 1984, by Kathleen A. Sedgwick, Power of Attorney of American Petroleum Corporation, Administrative General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

WITNESS my hand and official seal.

My Commission Expires:

11/2/20/85

Phyllis P. Drakeford
Notary Public

Residing at 425 So. Cherry, #580
Denver, Colorado 80222

Form 3106–24
(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–0325131 (Partial)

Lease effective date
June 1, 1966

PART I

1. Assignee's Name
Exxon Corporation

Address (*include zip code*)
P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200896

RECORDED April 20 19 84 12:30 PM
IN BOOK 71 Oil & Gas PAGE 63
FEES $ 12.00 Lois J Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest: Harold L. Todd

Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

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

6080611 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 16th day of April, 1984.

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Title 18 States ar

WYOMING

1. USE (inc of o a si assi mad requ ment is m

2. FIL

Attorney in Fact and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires:

February 9, 1985

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

The Pa
This infor.
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

[redacted] IT [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as spec fied below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 310..2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equvalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	6.125%

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

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	6.125%

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

608061 001

405

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Tosource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 25, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	6.125%

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

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	6.125%

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

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF CO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

67467

608061 001

69

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-0318400 (Partial)

Lease effective date
December 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3106.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SE/4, SW/4
Section 14: NE/4, NW/4
Containing 800.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200897

RECORDED April 20 1984 12:30 P M
IN BOOK 7 O & G PAGE 69
FEES $18.00 Judy Speeks COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March, 1984.

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest:

Harold L. Todd

Harold L. Todd, Assistant Secretary

P. O. Box 5880

(Assignor's Address)

Denver, CO 80217

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 form in accordance with the provisions of 43 CFR 3106.

[redacted] 608 [redacted] 001

[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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Title
State

WYOMING

1.

Attorney in Fact and Corporate

2.

STATE OF COLORADO)
) **SS.**
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by

William R. Campbell **as** Attorney-in-Fact

of Exxon Corporation, **this** 17th **day**

of April, 1984.

WITNESS my hand and official seal.

JANAE L. SWIDAL NOTARY PUBLIC STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

Response to this request is required to obtain a benefit.

GPO 836-844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4, SE/4 (or S/2)
Containing 480.00 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: NW/4, NE/4 (or N/2)
Containing 320.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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 [redacted]06.

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[redacted] LEASE SER[redacted]. W-0318400 (Partial) [redacted] PAGE 2

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.
(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

---

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

---

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.94004 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 3[illegible] T29N-R115W, 6th P.M., Sublette County, Wyoming. to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.94004%
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	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.

The undersigned, as owner of 3.88007 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.88007%
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	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.

[redacted] 608[redacted]8 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Corporation, as Assignee.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Tisource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 10, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

[redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

608073 001

76+77

78

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–0318401

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3106.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200898

RECORDED April 20 19 84 12:30 PM
IN BOOK 71 O & G PAGE 78
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .
Ensource, Inc.

(Assignor's Signature)
Jarl P. Johnson, Vice President
Attest:
Harold L. Todd, Assistant Secretary

P. O. Box 5380
(Assignor's Address)
Denver, CO 80217
(City) (State) (Zip Code)

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

[redacted] [redacted] 60[redacted]1 001

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 April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 77252
(City) (State) (Zip Code)

ited

WYOMING

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wing
bond
the

Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public
Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

GPO 836-844

79

LEASE SERIAL NO. W-031840

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

[redacted] BIT [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

6080074 001

R 3454

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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-0266371 (Partial)

Lease effective date
January 1, 1964

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

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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 3101.1–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4, SW/4 (or S/2)
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 600.00 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200889

RECORDED April 20 19 84 12:30 PM
IN BOOK 71 O & G PAGE 85
FEES $18.00 Lois Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March, 1984.

Ensource, Inc.

(Assignor's Signature)
Jack D. Johnson, Vice President

P. O. Box 5380
(Assignor's Address)

Attest:
Harold L. Todd
Harold L. Todd, Assistant Secretary

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 form in accordance with the regulations 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 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

WYOMING

1. A nt. ial

Attorney in Fact and Corporate

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2.

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

JANE L. SPIDAL NOTARY PUBLIC STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4, SW/4 (or S/2)
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 600.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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.

[redacted] E[redacted]

ttached to and made a part of that certain Transfer, Assignment, or Sublease of Operating ights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, d Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W., 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESS OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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.

The undersigned, as owner of 1.94004 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.94004%
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	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.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Enserco Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.88007 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE¼
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.88007%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

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ttached to [redacted] a part of that certain Transfer, Assignment, or Sublease of Operating ights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

[redacted] [redacted] 6[redacted]37 001

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

92493

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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-0318403

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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RECORDED April 20 19 84 1230 P M
IN BOOK 71 B & G PAGE 94
FEES $14.00 Delsa Lyons COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March, 1984.

Ensource, Inc.

(Assignor's Signature)

Jay P. Johnson, Vice President

Attest:

Harold L. Todd

Harold L. Todd, Assistant Secretary

P. O. Box 3380
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2105
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 77252
(City) (State) (Zip Code)

Title 18
States a

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2. FIL

Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public
Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

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Response to this request is required to obtain a benefit.

GPO 836-844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Enserch Exploration, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	3.60%

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

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSEDOR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	3.60%

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

[redacted] LEASE SER [redacted] W-03184)

EXHIBIT [redacted] PAGE 2

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	3.60%

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

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone # 5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35 T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	3.60%

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

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	3.60%

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

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

Marlene Peterson
Box 5880
Denver, Colorado 80217

608430 001

99 x 120

101

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-0266346-A

Lease effective date
December 1, 1963

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

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by the Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201301

RECORDED April 20 19 84 12:30 PM
IN BOOK 210 Misc PAGE 101
FEES $ 14.00 Lois Ufake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March, 1984.

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnsan, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 1880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

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

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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2[illegible]5
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 77252
(City) (State) (Zip Code)

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Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

JANE L. SPIDAL
NOTARY PUBLIC
STATE OF COLORADO

My commission expires:

February 9, 1985

Jane L. Spidal
Notary Public

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

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GPO 836-844

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LEASE SERIAL NO. W-0266[illegible]46-A 103

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

LEASE SERI[redacted]. W-0266345-A [redacted] 2

[redacted]1T

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range115W, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming, to the basse of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below:

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian Formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98453%
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	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.

[redacted] [redacted] 60[redacted]8 001

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

6085518 001

106+107

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–0289523 (Partial)

Lease effective date
February 1, 1964

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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 3101.1–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Section 11: N/2
Containing 1543.81 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200902

RECORDED April 20 1984 12:30 P M
IN BOOK 71 O & G PAGE 108
FEES $ 18.00 Lois Wylie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)
Jack P. Johnson, Vice President
Attest:
Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

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

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 April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX. 77252
(City) (State) (Zip Code)

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Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

JANE L. SPIDAHL
NOTARY
PUBLIC
STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

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GPO 836-844

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LEASE SERIAL NO. W-028952 3 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Section 11: N/2
Containing 1543.81 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble # 2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M, Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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%
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II unit well located in Section 15, T28N-R115W, 6th P.M., Sublett County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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%
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

[redacted] LEASE SE[redacted]O. W-02895.3 (Partial) [redacted] GE 2

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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%

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

The undersigned, as owner of 1.94004 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.94004%
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%

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

///

608432 001

LEASE SERIAL NO. W-028932 (Parcel 112) PAGE 3

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Enource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.88007 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #1) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.88007%
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%

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

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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%

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

[redacted] 432 00

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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%

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

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.
THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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%

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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%

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

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

Marlene Peterson

Marlene Peterson
Box 5380
Denver, Colorado 80217

608432 001

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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-0315726

Lease effective date
June 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 310.. -3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200919

RECORDED April 20 1984 1230 PM
IN BOOK 710 & 9 PAGE 117
FEES $ 14.00 Lou Wyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or f any such payments are being reserv d under this transfer, assignment, or sublease, attach statement giving full details as to amount, n ethod of payment, and other pertin nt terms as provide d nder 43 CFR 3106.

It is agree d hat the obligation to pay any overriding royalties or payments out of produc on of oil created herein, which, w n 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 ged on 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 knowledge and belief and are made in good faith.

Executed this 15th day of March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest: Harold B. Todd

Harold B. Todd, Assistant Secretary

P. O. Box 5880

(Assignor's Address)

Denver, CO 80217

(City) (State) (Zip Code)

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

[redacted] [redacted] 60 [redacted] 4 001

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 April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Title
State

WYOMING

1.

Attorney in Fact
and Corporate

2.

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

JANE L. SPIDAHL
NOTARY
PUBLIC
STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

The
Thi
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

[redacted] LEASE SERI[redacted] W-0315726 [redacted] E 1
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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 28North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble # 2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Insource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria Formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGMENT IS MADE BY ASSIGNOR WITHOUT ANY RESPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

---

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

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Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

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-0322611 (Partial)

Lease effective date
April 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/SW/4
Section 22: All
Section 23: W/2
Containing 1000.00 acres, more or less.

See attached Exhibit for description of land and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200903

RECORDED April 2a 19 84 12:30 P M
IN BOOK 710+9 PAGE 124
FEES $18.00 Lois M Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jay P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2405
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 77252
(City) (State) (Zip Code)

Title 43 Public Lands: Interior
Chapter II—Bureau of Land Management, Department of the Interior

WYOMING

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Attorney in Fact and Corporate

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STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

JANICE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janice L. Spidahl
Notary Public

My commission expires:

February 9, 1985

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

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Response

[redacted] LEASE SER[redacted]. W-0322611 (Partial) [redacted]E 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of .77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Section 22: All
Section 23: W/2
Containing 1000.00 acres, more or less

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

---

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

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

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

---

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	None

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	None

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

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formations measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	None

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

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	None

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

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Insource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

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

The undersigned, as owner of 1.94004 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 11, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.94004%
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	None

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

[redacted] LEASE SER[redacted]. W-0322611 (Partial) [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.88007 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	3.88007%
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	None

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

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Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

Marlene Peterson
Box 5880
Denver, Colorado 80217

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-0320387-A

Lease effective date
November 1, 1965

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3106.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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RECORDED April 20 1984 1230 P M
IN BOOK 71 O&G PAGE 133
FEES $ 14.00 Lois Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jark P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 77252
(City) (State) (Zip Code)

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WYOMING

1. Attorney in Fact and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

2.

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires:

February 9, 1985

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

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GPO 836-844

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	3.60%

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

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Insource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	3.60%

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

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section [illegible], T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	3.60%

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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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Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice Presidert of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson
Box 5880
Denver, Colorado 80217

[redacted] [redacted] 608 [redacted] 001

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–0323140

Lease effective date
March 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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RECORDED April 20 19 84 12:30 PM
IN BOOK 71 O&G PAGE 140
FEES $ 14.00 Sue Clyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2[illegible]5
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, T[illegible] 77252
(City) (State) (Zip Code)

Title
State

WYOMING

1.

Attorney in Fact
and Corporate

2.

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal

JANICE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Resource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below:

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

[redacted] IT

Attached to [redacted] e a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

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Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

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-817

Lease effective date
October 1, 1966

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

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less
See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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IN BOOK 71 O&G PAGE 147
FEES $14.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4 Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .
Ensource, Inc.

Jarl P. Johnson
(Assignor's Signature)
Jarl P. Johnson, Vice President
Attest:
Harold L. Todd
Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

PART II

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

A. ASSIGNEE CERTIFIES THAT 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 April, 1984.

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 77252
(City) (State) (Zip Code)

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Attorney in Fact and Corporate

STATE OF COLORADO)
) **SS.**
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell **as** Attorney-in-Fact **of** Exxon Corporation, **this** 17th **day of** April, **19**84.

WITNESS my hand and official seal.

JANE L. SEIDAHL
NOTARY PUBLIC
STATE OF COLORADO

Jane L. Seidahl
Notary Public

My commission expires:

February 9, 1985

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

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Response

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Insource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublett County, Wyoming.

THIS ASSSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

Attached to and made a part of that certain Tr[redacted], Assignment, or Sublease [redacted]rating Rights in Oi[redacted]as Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC
STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

[redacted] [redacted] 60[redacted]3 001

Form 3106--14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

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

Lease Serial No.
W-1329

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209907

RECORDED April 20 1984 1230 P M
IN BOOK 71 O&G PAGE 154
FEES $ 14.00 Lisa Lyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

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

608451 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney in Fact and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

Janet L. Spidahl
Notary Public

My commission expires:

February 9, 1985

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

[redacted] T [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette, County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

608451 001

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

LEASE SERI[redacted]. W-1329 [redacted] 3

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

159 + 160

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

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–1333

Lease effective date
October 1, 1966

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200908

RECORDED April 20 19 84 1:30 PM
IN BOOK 71 O & G PAGE 161
FEES $ 12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)
Jarl P. Johnson, Vice President
Attest:
Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

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

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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

William R. Campbell Attorney-in-Fact

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

JANICE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires:

February 9, 1985

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

GPO 836-844

[redacted] LEASE SER[redacted]. W-1555 [redacted]IT [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	6.125%

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

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	6.125%

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

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	6.125%

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

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	6.125%

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

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

608681 001

165 + 166

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–1334

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201209

RECORDED April 20 19 84 1230 P M
IN BOOK 710+9 PAGE 167
FEES $12.00 Lois Hyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880

(Assignor's Address)

Denver, CO 80217

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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] 6084[redacted] 001

[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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Titl
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WYOMING

1.

Attorney in Fact
and Corporate

2.

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

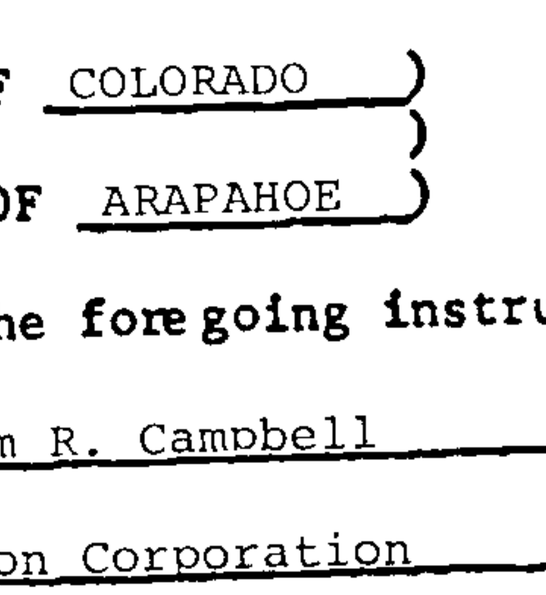
The foregoing instrument was acknowledged before me by

William R. Campbell as Attorney-in-Fact

of Exxon Corporation, this 17th day

of April, 1984.

WITNESS my hand and official seal.



My commission expires:

February 9, 1985

Jean L. Dowdall
Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood, CO 80110

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	6.125%

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

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, ass[redacted]or sublease, attach statement giving full[redacted] as to amount, method of payment, and [redacted]tinent terms as provided unde[redacted] 3106

[redacted] LEASE SER[redacted]. W-1334 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	6.125%

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

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	6.125%

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

170 + 172

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

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–1335

Lease effective date
October 1, 1966

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201910

RECORDED April 20 1984 12:30 PM
IN BOOK 71 Orig PAGE 173
FEES $14.00 Lois Epke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jay P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

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WYOMING

1.

Attorney in Fact and Corporate

2.

STATE OF COLORADO)
) **SS.**
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by

William R. Campbell **as** Attorney-in-Fact

of Exxon Corporation, **this** 17th **day**

of April, 1984.

WITNESS my hand and official seal.

My commission expires:

February 9, 1985

Notary Public

Residing at:
770 W. Hampden Ave.
Englewood, CO 80110

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Response to this request is required to obtain a benefit.

GPO 836-844

[redacted] LEASE SL[redacted]NO. W-1335 [redacted]AGE 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	3%

7. If any payments out of production have previously been creat[illegible] out of this interest, or if any such payments are being reserved under this transfer, 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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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED ORIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

[redacted] [redacted]T [redacted]3

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

178+179

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

[redacted] [redacted] 6084[redacted] 001

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-2701 (Partial)

Lease effective date
January 1, 1967

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

20001

RECORDED April 20 1984 12:30 PM
IN BOOK 71 O & G PAGE 180
FEES $14.00 Lois Ripke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)
Jarl P. Johnson, Vice President
Attest:
Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney in Fact and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires:

February 9, 1985

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

[redacted] LEASE SERIAL [redacted] W-2701 (Partial) [redacted] E 1
IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2NE/4, W/2
Containing 400.00 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

Attached to [redacted] IT [redacted] e a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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 pertinen terms as provided under 43 CFR 3106.

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Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

[redacted] [redacted] 60[redacted]6 001

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–2702

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Agreement.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200912

RECORDED April 20 19 84 12:30 PM
IN BOOK 71 O & G PAGE 187
FEES $ 12.00 Linda Drake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest: Harold L. Todd

Harold L. Todd, Assistant Secretary

P. O. Box 5880

(Assignor's Address)

Denver, CO 80217

(City) (State) (Zip Code)

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

608699 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Title
State

WYOMING

1.

Attorney in Fact
and Corporate

2.

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC — STATE OF COLORADO

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

The P
This in
This info
Response to this request is required to obtain a benefit.

record of lease assignment.

GPO 836-844

[redacted] LEASE SERI[redacted] W-2702 [redacted] T [redacted] 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.39692 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	6.125%

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

The undersigned, as owner of 0.19847 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	6.125%

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

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	6.125%

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

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	6.125%

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

[redacted] [redacted] 6[redacted]99 001

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson
Box 5880
Denver, Colorado 80217

608699 001

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193

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–3852 (Partial)

Lease effective date
March 1, 1967

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4, NW/4, SE/4
Containing 932.22 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED

20913

RECORDED April 20 1984 12:30 PM
IN BOOK 71 Oxy PAGE 193
FEES $18.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)
Jarl P. Johnson, Vice President
Attest:
Harold L. Todd
Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 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 April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Title
States

WYOMING

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2. F

Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood, CO

The P
This i
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

LEASE SERIAL NO. W-3852 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 7, 8, SE/4
Containing 225.53 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	None

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

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NE/4, NW/4, SE/4 (or N/2, SE/4)
Containing 480.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

7. If any payments [redacted]duction have previously been created ou[redacted]nterest, or if any such payments are bei[redacted]d under this transfer, assign[redacted]ublease, attach statement giving full de[redacted] to amount, method of payme[redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	None

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

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	None

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

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

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

60 0.01

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	None

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

The undersigned, as owner of 1.94004 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.94004%
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	None

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	None

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

The undersigned, as owner of 3.88007 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.88007%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assig[redacted] sublease, attach statement giving full de[redacted] to amount, method of payment, and ot[redacted]ent terms as provided under [redacted]106.

6[redacted]10 001

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

200 +201

608610 001

202

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–5700

Lease effective date
June 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209914

RECORDED April 20 19 84 1230 PM
IN BOOK 7 0 9 PAGE 202
FEES $14.00 Lois K. Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880

(Assignor's Address)

Denver, CO 80217

(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 wi[redacted]ons of 43 CFR 3106.*

[redacted] 608[redacted]001

[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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Title 18
States a

WYOMING

1. USE OF
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2. FIL

Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

February 9, 1985

Notary Public

Residing at:
730 W. Hampden Ave.,
Englewood, CO 80110

The Paper
This inform
This inform... record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836-844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

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

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Procupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and oth[redacted]nt terms as provided under [redacted]06.

[redacted] 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.77601 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.77601%
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	None
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

The undersigned, as owner of 1.94004 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.
(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.
THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.94004%
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	None
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.88007 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.88007%
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	None

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

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC OF COLORADO

Marlene Peterson
Box 5880
Denver, Colorado 80217

207 + 208

6087703 001

209

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-29933

Lease effective date
December 1, 1973

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Agreement,

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

20915

RECORDED April 20 1984 12:30 PM
IN BOOK 71 O & G PAGE 209
FEES $ 14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)
Jarl P. Johnson, Vice President
Attest:
Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 fo[redacted] reproduced provided that copies are exac[redacted]ctions on one sheet of both sides of this [redacted] form in accord-
ance wi[redacted]ons 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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 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

WYOMING

1. GE OF
(inc

Attorney in Fact and Corporate

2.

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

[notary seal: ... L. SPEER ... NOTARY PUBLIC ... STATE OF COLORADO]

commission expires: February 9, 1985

Notary Public

Residing at:
720 W. Hampden Ave.,
Englewood, CO 80110

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This information is
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Response to this reques

GPO 836-844

210

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	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.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	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.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	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.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	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.

[redacted] [redacted] 624724 001

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

216

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-45878

Lease effective date
October 1, 1974

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Agreement.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OF WARRANTIES OF TITLE, EITHER EXRESSED OR IMPLIED.

200916
RECORDED April 20 1984 1:30 PM
IN BOOK 71 O & G PAGE 216
FEES $ 14.00 Lois L Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984 .

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest:

Harold L. Todd

Harold L. Todd, Assistant Secretary

P. O. Box 5880

(Assignor's Address)

Denver, CO 80217

(City) (State) (Zip Code)

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

[redacted] [redacted] 62 4 [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 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 April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

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2. FILI

Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave
Englewood, CO 80110

The Paper
This inform
This inform
Response to this request is required to obtain a benefit.

GPO 836-844

217

LEASE SERIAL NO. W-45878

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.38801 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.38801%
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	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.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	7%

7. If any payments [redacted]duction have previously been created ou[redacted]interest, or if any such payments are bei[redacted]ed under this transfer, assign[redacted]sublease, attach statement giving full de[redacted]s to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] [redacted] [

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
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7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] 62[redacted]5 001

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

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-0320387

Lease effective date
November 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

200917

RECORDED April 20 AT 84 1230P M
IN BOOK 71 Q + 9 PAGE 223
FEES $22.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March, 1984.

Ensource, Inc.

(Assignor's Signature)

Jarl P. Johnson, Vice President

Attest:

Harold L. Todd, Assistant Secretary

P. O. Box 5880
(Assignor's Address)

Denver, CO 80217
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title)

NOTE: This for[redacted] reproduced provided that copies are exact[redacted]tions on one sheet[redacted]e)

[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 16th day of April , 1984 .

Exxon Corporation

BY: William R. Campbell

(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

My commission expires: February 9, 1985

Notary Public

Residing at:
7730 W. Hampden Ave.
Englewood, CO 80110

The Pape
This infor
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

124

225

LEASE SERIAL NO. W-0320387 PAGE 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc. as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	6.125%

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

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.19847%
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	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assign[redacted]ublease, attach statement giving full de[redacted]to amount, method of payment, and oth[redacted]nt terms as provided under 4[redacted]06.

608[redacted]703

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.99229%
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	6.125%

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

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, a[illegible] provided under 43 CFR 3[illegible]

608605 001

227 + 228

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC
COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

[redacted] [redacted] 6084[redacted]001

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-36058 (Partial)

Lease effective date
March 1, 1967

PART I

1. Assignee's Name
Exxon Corporation

Address (*include zip code*)
P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115W, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by the Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

20918

RECORDED April 20 19 84 12:30 P M
IN BOOK 71 O & G PAGE 229
FEES $ 14.00 Sue Hyake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 1984.

Ensource, Inc.

(Assignor's Signature)

Jarl R. Johnson, Vice President

Attest:

Harold L. Todd

Harold L. Todd, Assistant Secretary

P. O. Box 5880

(Assignor's Address)

Denver, CO 80217

(City) (State) (Zip Code)

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

621753 001

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 April , 1984 .

Exxon Corporation

BY: William R. Campbell
(Assignee's Signature)

William R. Campbell Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

Titl.
States a.

WYOMING

1.

Attorney in Fact
and Corporate

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of Exxon Corporation, this 17th day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

February 9, 1985

Notary Public

Residing at:
750 W. Hampden Ave.,
Englewood CO 80110

The Pa.
This infor.
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 835-844

LEASE SER[redacted]. W-36058 (Partial) [redacted]PAGE 1
[redacted]IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.39692 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15 T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.39692%
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	3.125%

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

The undersigned, as owner of 0.19847 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

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EXHIBIT

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The undersigned, as owner of 0.99229 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

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5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.125%

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

The undersigned, as owner of 1.98458 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

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3. Specify interest or percent of operating rights being conveyed to assignee	1.98458%
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	3.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under [redacted]06.

[redacted] 62[redacted]3.01

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Ensource, Inc., as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of March, 1984, by Jarl P. Johnson, Vice President of Ensource, Inc., a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires
December 10, 1984

NOTARY PUBLIC
JARL P. JOHNSON
STATE OF COLORADO

Marlene Peterson

Marlene Peterson
Box 5880
Denver, Colorado 80217

934

[redacted] [redacted]

RECORDED April 23 [redacted] 9:20 AM
IN BOOK 71 Ord PAGE 235
FEES 4.00 Lang Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lozier

209925

ASSIGNMENT OF ROYALTY

Anna E. Lozier, a single person of Lander, Wyoming, Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, assign, transfer, convey, and set over unto William E. Lozier, Franklin M. Lozier, Russell Philip Lozier and Brad Lee Lozier of Route 62, Box 155, Lander, Wyoming 82520, Assignees, in equal shares as joint tenants with the right of survivorship, a Three and one-eighth percent (3 1/8%) Royalty of all the oil and gas produced and saved from the following described lands located in Sublette County, Wyoming, to-wit:

> Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13, SW¼NE¼, SE¼NW¼, Section 5; Lots 8, 9, 10 and 11, Section 6; NW¼NW¼, Section 8, Township 31 North, Range 108 West of the 6th P.M., Wyoming, and SE¼, Section 32, Township 32 North, Range 108 West of the 6th P.M., Wyoming.

Reserving and excepting therefrom, however, unto Anna E. Lozier, Assignor, the full use, enjoyment, and income of and from said Royalty for and during her natural life.

To have and to hold unto the said Assignees the said oil and gas so produced and saved from said lands to be delivered free of cost to the royalty owner in the pipe lines serving said premises or tanks erected thereon for the purpose of storing such products, together with the rights, privileges and benefits to be derived therefrom; and I do hereby assign said royalty under the lease now covering said premises as well as any lease, or leases, that may hereafter be made covering said premises, and agree to warrant and defend title to the same and that I have lawful authority to sell and assign said royalty.

Dated March 13, 1984.

Anna E. Lozier
Anna E. Lozier

STATE OF WYOMING)
)
County of Fremont)

The foregoing instrument was acknowledged before me by Anna E. Lozier this 13th day of March, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC — SUBLETTE COUNTY, WYOMING

Dorothy L. Chambers
Notary Public

My commission expires:
Feb. 24, 1985.

236

200926

STATE OF WYOMING
FILED
April 23 1984 10:00 AM
PAGE 236
COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Thomas

ASSIGNMENT OF ROYALTY

Anna E. Lozier, a single person of Lander, Wyoming, Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, assign, transfer, convey, and set over unto Philip R. Lozier, Rene Ann Schroeder, Stephen Philip Pfister, Forest Jay Lozier, Roy William Des Armier, Liberty Jean Lozier, Chloe Mel Lozier, Rex Burch Lozier and Harvey William Pfister of c/o Spitler Land and Cattle, Route 1, Box 37A, Alfrida, Arizona 85610, Assignees, in equal shares as joint tenants with the right of survivorship, a Three and one-eighth percent (3 1/8%) Royalty of all the oil and gas produced and saved from the following described lands located in Sublette County, Wyoming, to-wit:

Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13, SW¼NE¼, SE¼NW¼, Section 5; Lots 8, 9, 10, and 11, Section 6; NW¼NW¼, Section 8, Township 31 North, Range 108 West of the 6th P.M., Wyoming, and SE¼, Section 32 Township 32 North, Range 108 West of the 6th P.M., Wyoming.

Reserving and excepting therefrom, however, unto Anna E. Lozier, Assignor, the full use, enjoyment, and income of and from said Royalty for and during her natural life.

To have and to hold unto the said Assignees the said oil and gas so produced and saved from said lands to be delivered free of cost to the royalty owner in the pipe lines serving said premises or tanks erected thereon for the purpose of storing such products, together with the rights, privileges and benefits to be derived therefom; and I do hereby assign said royalty under the lease now covering said premises as well as any lease, or leases, that may hereafter be made covering said premises, and agree to warrant and defend title to the same and that I have lawful authority to sell and assign said royalty.

Dated March 13, 1984.

Anna E. Lozier
Anna E. Lozier

STATE OF WYOMING)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me by Anna E. Lozier this 13th day of March, 1984.

WITNESS my hand and official seal.

Dorothy L. Chambers
Notary Public

My commission expires:
[redacted] 4, 1985.

[redacted] [redacted] GF-37[redacted]
POC. LEA[redacted] 13937.00

FACSIMILE REPRODUCTION by Tatlock's

HERON STATE #10-16 95-05501-8

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Phillips Oil Company, **assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number** 72-28069, **and covering land situate in** Sublette **County, Counties, described as follows:**

Township 27 North - Range 111 West, Sec. 16: All

200966

RECORDED April 25 1984 7:00 AM
IN BOOK 71 Misc PAGE 237
FEES 4.50 Lou Hall COUNTY CLERK
SUBLETTE COUNTY CLERK

PHILLIPS PETROLEUM COMPANY
8055 E TUFTS AVE PARKWAY
DENVER COLORADO 80237

and containing 640.000 **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** Phillips Petroleum Company **of** Denver, Colorado, **assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:**

Township 27 North - Range 111 West, Sec. 16: All

and containing 640.000 **acres, more or less, ~~reserving, however, unto assignor~~**

TO HAVE AND TO HOLD unto the said Phillips 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 12th **day of** April, 1984

WITNESS:

Phillips Oil Company
Assignor-Lessee

By V A Robinson
ATTORNEY-IN-FACT

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____
County of _____ } **ss.**

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

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

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

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

On this 12th **day of** April, **A. D. 19**84, **before me personally appeared** V A Robinson, **to me personally known, who, being by me duly sworn, did say that he is the** Attorney-in-fact **of** Phillips 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** V A Robinson **acknowledged said instrument to be the free act and deed of said corporation.**

Witness my hand and seal this 12th **day of** April, **A. D. 19**84

(SEAL)

NOTARY PUBLIC

Mary Bogle
Notary Public

My Commission expires: July 2, 1987

Assignment approved by Board of Land Commissioners: _____

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

Form Approved: 5-2-60
5,000 April 1959

237

239

OPERATING RIGHTS
ASSIGNMENT

POC LSE, NO, G-413937
HERON STATE #10-16
(95-05501-8)

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, PHILLIPS OIL COMPANY, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, Counties, described as follows:

TOWNSHIP 27 NORTH, RANGE 111 WEST

Section 16: All

4.50

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 PHILLIPS PETROLEUM COMPANY of Denver, Colorado, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

6.0% overriding royalty interest in NW/4 Section 16 above 10,550 feet
35.0% working interest in NE/4, S/2 Section 16 above 10,550 feet
100.0% working interest in all Section 16 below 10,550 feet

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
8055 E TUFTS AVE. PARKWAY
DENVER, CO 80237

and containing 640.00 acres, more or less, reserving, however, unto assignor

TO HAVE AND TO HOLD unto the said PHILLIPS 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 12th day of April, 1984

WITNESS: 200967

RECORDED April 25 1984 1:00 PM
IN BOOK 71 Pr-T PAGE 238
FEES 4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL) by Dorothy Mathews

PHILLIPS OIL COMPANY
Assignor-Lessee
By V. A. Robinson
Attorney-in-Fact

Attest:
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO
County of DENVER } ss.

On this 12th day of April, A. D. 1984, before me personally appeared V. A. Robinson, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of PHILLIPS 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 V. A. Robinson acknowledged said instrument to be the free act and deed of said corporation.

MAY NOC
NOTARY
(SEAL)
UBLIC

Witness my hand and seal this 12th day of April, A. D. 1984

Mary Bogle
Notary Public

My Commission expires: February 2, 1987

Assignment approved by Board of Land Commissioners:

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

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

10M—4-77

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING X
X
COUNTY OF SUBLETTE X

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

(1) United States Lease W-62117, dated February 1, 1978, from the United States of America, as lessor, to R. Ken Williams, as lessee, insofar only as said lease covers NW/4, N/2 SW/4 and SE/4 SW/4 Section 28; and

(2) United States Lease W-68454, dated September 1, 1979, from the United States of America, as lessor, to Edward H. Judson, as lessee, covering SW/4 SW/4 Section 28.

W I T N E S S E T H:

W. D. Anderson & Sons, a partnership, R. Ken Williams, William H. Martin and Edward H. Judson, herein collectively called "Assignors", are the owners of record title to the two above described United States leases in the respective proportions of W. D. Anderson & Sons - 1/2, R. Ken Williams - 1/6, William H. Martin - 1/6 and Edward H. Judson - 1/6 and desire to grant to Energetics, Inc., herein called "Assignee", whose address is 102 Inverness Terrace East, Englewood, Colorado 80112, the exclusive right to explore, drill for, test, extract, remove and dispose of all of the oil and gas in the above described land as to the depth hereinafter stated in accordance with the terms of said Oil and Gas Leases and all of the terms and conditions of this assignment.

I.

Assignment of Operating Rights

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

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

Section 28: W/2, containing 320 acres, more or less, from the surface down to the depth of 10,306 feet below the surface;

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

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

209969

RECORDED April 25 1984 1:00 PM
IN BOOK 77 Oil & G PAGE 239
FEES $10.75 Janice Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Shaw

II.

Reservation of Overriding Royalty

Assignors hereby except and reserve to themselves, in the respective proportions in which they own record title to the above described leases, as an overriding royalty interest, an undivided 25% of 8/8 of the value at the wells as produced of all oil and gas produced, saved and sold from the above described lands down to the above stated depth, pursuant to the terms and provisions of the above described Oil and Gas Leases as the same may be extended. Said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of said leases are computed and paid, and shall be free and clear of all costs of development and operation but shall bear and pay its proportionate part of all production taxes. Said overriding royalty shall be inclusive of and shall bear and absorb all of the royalty payable to the lessor under said leases and all outstanding overriding royalties, production payments or other leasehold burdens payable out of production, if any, heretofore created and payable out of the lessee's share of production from the above described lands. If Assignors own less than the entire leasehold estate created by the above described leases, or if either of said leases covers less than the entire oil and gas estate in the lands covered by said lease, then the overriding royalty herein reserved shall be proportionately reduced. Said overriding royalty as to oil shall be subject to the provisions of 43 C.F.R. 3103.3-6 and may be pooled or communitized to the extent that such pooling or communitization is approved by the Secretary of the Interior or his designated representative. The reservation of said overriding royalty shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of said leases.

III.

Payment of Rentals and Minimum Royalties

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

IV.

Equal Rights of Ingress and Egress

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

V.

Nondiscrimination

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

VI.

Relationship of Parties

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

VII.

Binding Effect

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

IN WINTESS WHEREOF this assignment is executed this 6th day of November, 1980, to be effective, however, as of the 6th day of November, 1980.

W. D. ANDERSON & SONS, a Partnership

By: _____
Payton V. Anderson, Partner

_____
R. KEN WILLIAMS

_____
WILLIAM H. MARTIN

_____
EDWARD H. JUDSON

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 10th day of November, 1980, by PAYTON V. ANDERSON, partner of W. D. ANDERSON & SONS, a partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

Neldal Linkwalter
Notary Public in and for
Midland County, Texas

My Commission Expires:
4-30-81

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of November, 1980, by R. KEN WILLIAMS.

WITNESS MY HAND AND OFFICIAL SEAL.

Marlene Chapman
Notary Public in and for
Midland County, Texas
MARLENE CHAPMAN

My Commission Expires:
9-27-84

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 6th day of November, 1980, by WILLIAM H. MARTIN.

WITNESS MY HAND AND OFFICIAL SEAL.

Marlene Chapman
Notary Public in and for
Midland County, Texas
MARLENE CHAPMAN

My Commission Expires:
9-27-84

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 6th day of November, 1980, by EDWARD H. JUDSON.

WITNESS MY HAND AND OFFICIAL SEAL.

Marlene Chapman
Notary Public in and for
Midland County, Texas
MARLENE CHAPMAN

My [redacted]ission Expires:
[redacted]

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-62117

Lease effective date
February 1, 1978

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

PART I 200970

RECORDED April 25 1984 1:04 PM
IN BOOK 71 Deed PAGE 243
FEES 14.25 Linda York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Eline

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)

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)

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

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

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

Executed this day of , 19 83.

ENERGETICS OPERATING COMPANY

BY: _____
(Assignee's Signature)

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

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. Canales
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

regulatory investigations or prosecutions.

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

GPO 833-0[illegible]

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

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 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 N. Anderson, Partner

_____
WILLIAM H. MARTIN

_____
R. KEN WILLIAMS

_____
EDWARD H. JUDSON

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

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 200971

RECORDED August 25 1983 1:20 PM
IN BOOK 71 Misc PAGE 249
FEES 4.25 Sandra Gadd COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Shire

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
(Assignor's Signature)

1804 First National Bank Building
Midland, Texas 79701
(Assignor's 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)

_____
(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

250

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this _____ day of _____, 1983.

ENERGETICS OPERATING COMPANY

BY: _____
(Assignee's Signature)

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

1. *Use of Form* — Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required it

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:
6-2-1986

Sophia M. Canales
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

formation is not provided, the assignment may be rejected.

GPO 833-05

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

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.

[redacted] [redacted] [redacted]

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 W. Anderson, Partner

_____
WILLIAM H. MARTIN

_____
R. KEN WILLIAMS

_____
EDWARD H. JUDSON

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

[redacted] [redacted] [redacted]

OIL AND [redacted] No. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-75907

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann

, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Stuart M. McKinley	P.O. Box 88 Daniel, Wyoming 83115	5.0% of 33.33% or 1.66%

Being in all a total of an undivided 5.0% of 33.33% or 1.66%

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in Sublette & Lincoln County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 115 West, 6th P.M.
Section 19: Lots 1-4, E½, E½W½
Section 20: W½
Section 29: W½
Section 30: Lots 1-4, E½, E½W½

Township 29 North, Range 116 West, 6th P.M.
Section 24: All

201007

RECORDED April 27 1984 2:00 PM
IN BOOK 71 O+G PAGE 255
FEES $4.25 Lois Mokes COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

~~of Section _____ Township _____ Range _____~~ containing 2409.12 acres more or less,

WITNESS our hands this 25th day of September, 19 83 .

Witnesses:

John J. Christmann

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John J Christmann this 25th day of September, 1983.

Witness my hand and official seal.

CAROL V. KRAIL NOTARY PUBLIC

Carol V. Krail
Notary Public

My Commission expires: 7-20-85

555

254

OIL AND GAS FORM No. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-79179

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann _____, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Stuart M. McKinley	P.O. Box 88 Daniel, Wyoming 83115	5.0% of 50.0% or 2.50%

Being in all a total of an undivided 5.0% of 50.0% or 2.50% 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:

Section 5: Lots 1-4, S½N½, S½
Section 8: Lots 1-4, E½, N½NW¼, SE¼SW¼
Section 9: W½

201008

RECORDED April 27 19 84 2:00 PM
IN BOOK 71 O & G PAGE 256
FEES $ 4.00 Dixie Wake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

~~of Section~~ Township 30N Range 115W containing 1529.21 acres more or less,
WITNESS our hands this 25th day of January, 19 84 .

Witnesses:

John J. Christmann

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John J. Christmann

this 25th day of January, 19 84.

Witness my hand and official seal.

Carol V. Krail
Notary Public

My Commission expires: 7-20-85

201013

RECORDED April 30 1984 8:00 AM
IN BOOK 71 Oil & Gas PAGE 257
FEES $6.00 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElveen

ASSIGNMENT OF OVERRIDING ROYALTY

For consideration paid, without warranties of title expressed or implied, the undersigned, David A. Smith, whose address for the purposes hereof is 7 S. Dearborn St., Chicago, IL 60603 (herein called "Assignor"), grants, bargains, sells, assigns, transfers, sets over and conveys unto Seymour S. Smith, whose address for the purpose hereof is 7 S. Dearborn St. Chicago, IL 60603 (herein called "Assignee"), an overriding royalty equal to $\frac{1}{4}$ of 1% of the market value at the well as produced of all of the oil and gas which may be produced, saved and marketed under the terms of that certain Oil and Gas Lease from the State of Wyoming as Lessor, to Assignor as Lessee, bearing serial number 77-0220, insofar and only insofar as said lease covers the following described lands in Sublette Cty., Wyoming:

T 27 N - R 114 W 6th Prin. Meridian
Sec. 16: All

containing 640 acres, more or less.

The overriding royalty hereby conveyed shall be computed and paid at the same time and in the same manner as royalties payable to State of Wyoming under the terms of said lease are computed and paid and Assignee shall be responsible for his (its) proportionate part of all taxes and assessments levied upon or against or measured by the production of oil or gas therefrom. No change in the ownership of this overriding royalty, or any interest therein, shall be binding upon Assignor until such time as Assignor shall have been furnished with either the original, a certified copy or an acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

TO HAVE AND TO HOLD unto Assignee, his (its) successors and assigns, for the full term of said Oil and Gas Lease.

February 27, 1984
Date

David A. Smith
Single, never married

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ILLINOIS AND INDIANA ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, JESSICA GRIFFIN, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David A. Smith

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this FEB 27 1984 day of 19

My commission expires 6-15-85

Jessica Griffin
Notary Public.

FILED FOR RECORD
COOK CO. ILL.

When Recorded Please Return To:

W. N. Lundberg
Apache Corporation
LAN Building
1500 City West Boulevard
Houston, Texas 77042

GENERAL CONVEYANCE
OF
OIL, GAS AND MINERAL INTERESTS
FROM
NATOMAS NORTH AMERICA, INC.
TO
APC OPERATING PARTNERSHIP

201014

This Instrument Prepared By:

R. Steve Simms
Andrews & Kurth
4200 Texas Commerce Tower
Houston, Texas 77002

RECORDED April 30 1984 8:00A M
IN BOOK 71 Misc PAGE 259
FEES $22.00 Darcy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Mail Tax Statements To:

APC Operating Partnership
c/o Apache Corporation
LAN Building
1500 City West Boulevard
Houston, Texas 77042

Attn: W. N. Lundberg

259

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

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. 110 W.
Sec. 1; NE/4 SE/4
Sec. 2; Lots 3 & 4, S/2 NW/4, S/2
Sec. 11; W/2

PROSPECT: Sugarloaf (18384)

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment dated December 6, 1983, and recorded in the records of Sublette County, Wyoming, in Book 69 at Page 653, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112 assigned to the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 an overriding royalty in the amount of 2% of 8/8ths in and to the Oil and Gas Lease described in Exhibit "A", attached hereto and by this reference made a part hereof; and,

WHEREAS, it is the desire of the Energetics Royalty Corporation to reassign to Energetics Operating Company, Encore Exploration 1982 - Dev, L.P., and Bird Canyon Development - 1982, L.P. the 2% of 8/8ths overriding royalty, and,

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Energetics Royalty Corporation, 116 Inverness Drive East, (hereinafter referred to as "Assignor"), does hereby give, grant, assign, transfer and convey unto Energetics Operating Company, 116 Inverness Drive East, Englewood, Colorado 80112, Encore Exploration 1982 - Dev, L.P., 707 Westchester Avenue, White Plains, New York 10604, and Bird Canyon Development - 1982, L.P., (hereinafter referred to as "Assignee"), an overriding royalty in the amount of 2% of 8/8ths in and to the Oil and Gas Leases described in Exhibit "A".

It is the intent of the parties hereto that the overriding royalty assigned herein be and is hereby merged into the working interest of Assignee.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

201024

RECORDED April 30 1984 2:00 P M
IN BOOK 71 Deed PAGE 269
FEES $10.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

411

EXECUTED THIS 30th day of March, 1984, but effective as of date of subject Assignment.

ATTEST:

Lou Switzer, Assistant Secretary

ENERGETICS ROYALTY CORPORATION

By: J. T. Reagan mlb
J. T. Reagan

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin
Joseph C. Mencin, Attorney-in-Fact

ATTEST:

Lou Switzer
Asst Secretary

ENCORE EXPLORATION 1982 - DEV, L.P.
BY: EPI-I, Inc., a Delaware corporation
General Partner

By: J. T. Reagan
J. Thomas Reagan, President

ATTEST:

Lou Switzer
Asst Secretary

BIRD CANYON DEVELOPMENT - 1982, L.P.
BY: EPI-I, Inc., a Delaware corporation
General Partner

By: J. T. Reagan
J. Thomas Reagan, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th 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. Herold
Notary Public

Residence Littleton, Colorado
(City, State)

Address My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

(SEAL)

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of March, 1984, by J. Thomas Reagan, President of Energetics Royalty Corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

Betty A. Herold
Notary Public

Residence Littleton, Colorado

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of March, 1984, by J. Thomas Reagan, President of EPI-I, Inc., a Delaware corporation, general partner, on behalf of Bird Canyon Development - 1982. L.P. a Colorado limited partnership. Whitness 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
3061 East Peakview Circle
Littleton, Colorado 80121

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of March, 1984, by J. Thomas Reagan, President of EPI-I, Inc., a Delaware corporation, general partner, on behalf of ENCORE EXPLORATION 1982-DEV, L.P. a Colorado limited partnership. Whitness 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
3061 East Peakview Circle
Littleton, Colorado 80121

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this 30th day of March, 1984 covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION
	W-53094	Owen P. Miles, Jr.	January 1, 1976	INSOFAR AND ONLY INSOFAR AS THE LANDS HEREIN DESCRIBED: Township 27 North, Range 111 W, 6th P.M. Section 33: Lots 3,4, N½SE¼ Containing 143.57 acres, more or less

212

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-53094

Lease effective date
January 1, 1976

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

PART I

1. Assignee's Name
Encore Exploration 1982 - Dev, L.P.
(Tract I 52.500%; Tract II 31.500%)

Address (include zip code)
707 Westchester Avenue
White Plains, New York 10604

Tract I 52.50%
Tract II 31.500%

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

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

Township 27 North, Range 111 West, 6th P.M.
Tract I-Section 33: Lots 1,2, NE¼SW¼ -- Federal #30-33
TractII-Section 33: Lots 3,4, N½SE¼
Containing 244.92 acres, more or less
in Sublette County, Wyoming.

From the surface of the earth to the stratigraphic equivalent of 10,035 feet, as encountered in the Federal #30-33 well located in the SW¼ of Section 33, T27N-R111W., Sublette County, Wyoming.
This Assignment is made subject to that certain Farmout Agreement dated August 13, 1982 by and between Exxon and Energetics, Inc.

201025

RECORDED April 30 1984 2:00 P M
IN BOOK 71 Ores PAGE 273
FEES $6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Specify interest or percent of operating rights being conveyed to assignee	Tract I Tract II	52.50% 31.50%
Specify interest or percent of operating rights being retained by assignor	Tract I Tract II	None
Specify overriding royalty interest being reserved by assignor	Tract I Tract II	None None
Specify overriding royalty previously reserved or conveyed, if any	Tract I Tract II	9.0% of 8/8ths 6.2% of 8/8ths

If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 15 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 30th day of March, 19 84.
Encore Exploration 1981 - LC, L.P.

BY: Deborah M. Hertz
(Assignor's Signature)

707 Westchester Avenue
(Assignor's Address)

White Plains, New York 10604
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

273

412

STATE OF New York)
) ss.
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 30th day of March, 19 84, by Deborah M. Hartz, Secretary of Encore Exploration, Inc., a Delaware Corporation, general partner, on behalf of Encore Exploration 1981 - L.C., L.P., a Delaware limited partnership. Witness my hand and official seal.

My commission expires:
March 30, 1985

Rose B. Raphael
Notary Public

Residence _____
(City, State)

Address _____

_____

(SEAL)

ROSE B. RAPHAEL
Notary Public, State of New York
No. 3205070
Qualified in Westchester County
Commission Expires March 30, 1985

[redacted] WY-585 [redacted] #30-33

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-54137

Lease effective date
April 1, 1976

PART I

1. Assignee's Name
Encore Exploration 1982 - Dev, L.P.
(52.50%)

Address (include zip code)
707 Westchester Avenue
White Plains, New York 10604

The undersigned, as owner of 52.50% 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 3101.3-4)

Township 27 North, Range 111 West, 6th P.M.
Section 33: NW¼SW¼
Containing 40 acres, more or less,
in Sublette County, Wyoming

From the surface of the earth to the stratigraphic equivalent of the depth of 10,044 feet as drilled in the Federal #30-33 well, located in the SW¼ of Section 33, T27N, R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated January 10, 1983 by and between Williams Exploration Company and Energetics, Inc., and that certain Farmout Agreement dated October 8, 1982 by and between Terra Resources, Inc., and Energetics, Inc.

201026

RECORDED April 30 1984 2:00 P.M.
IN BOOK 71 Oil PAGE 275
FEES $6.00 Lavina Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

3. Specify interest or percent of operating rights being conveyed to assignee	52.50%
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	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 30th day of March, 19 84.
Encore Exploration 1981 - LC, L.P.

BY: Deborah M. Hartz
(Assignor's Signature)

707 Westchester Avenue
(Assignor's Address)

White Plains NY 10604
(City) (State) (Zip Code)

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

*See Instructions on Reverse Side of this official form 3106-4/2

STATE OF New York)
COUNTY OF Westchester) ss.

The foregoing instrument was acknowledged before me this 30th day of March , 19 84 , by Deborah M. Hartz , Secretary of Encore Exploration, Inc., a Delaware Corporation, general partner, on behalf of Encore Exploration 1981 - L.C., L.P., a Delaware limited partnership. Witness my hand and official seal.

My commission expires:
March 30, 1985

Rose B. Raphael
Notary Public

Residence _____
(City, State)

Address _____

_____

(SEAL)

ROSE B. RAPHAEL
Notary Public, State of New York
No. 32[illegible]
Qualified in Westchester County
Commission Expires March 30, 1985

[redacted] [redacted] Hanson F[redacted] #20-1

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-67178

Lease effective date
April 1, 1979

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

PART I

1. Assignee's Name
Encore Exploration 1982 - Dev, L.P.
(Tract I 52.500%; Tract II 26.250%)

Address (include zip code)
707 Westchester Avenue
White Plains, New York 10604

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 3101.3-4)

(* Tract I 52.500%; Tract II 26.250%)
Township 27 North, Range 112 West, 6th P.M.

Tract I - Section 1: Lots 1,2, S½NE¼
Tract II - Section 1: Lots 3,4, S½NW¼
Containing 320.40 acres, more or less in
Sublette County, Wyoming.

From the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal #20-1 well, located in the NE¼ of Section 1, T27N, R112W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 15, 1982 by and between Dome 1980 Institutional Investors, Ltd., TCPL Resources USA Ltd. and Energetics, Inc.

201027

RECORDED March 30 1984 2:00 P.M.
IN BOOK 77 Deed PAGE 277
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ehrle

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I Tract II	52.500% 26.250%
4. Specify interest or percent of operating rights being retained by assignor	Tract I Tract II	NONE
5. Specify overriding royalty interest being reserved by assignor	Tract I Tract II	None None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract I Tract II	10.000% of 8/8ths 6.090% 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 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 5 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 30th day of March 1984.

Encore Exploration 1981-LC, L.P.

Deborah M. Hartz
(Assignor's Signature)

707 Westchester Avenue
(Assignor's Address)

White Plains, New York 10604
(City) (State) (Zip Code)

Sec 18 U.S.C., Section 1001, 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)

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STATE OF New York)
) ss.
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 30th day of March, 19 84, by Deborah M. Hartz, Secretary of Encore Exploration, Inc., a Delaware Corporation, general partner, on behalf of Encore Exploration 1981 - L.C., L.P., a Delaware limited partnership. Witness my hand and official seal.

My commission expires:
March 30, 1985

Rose B. Raphael
Notary Public

Residence _____
(City, State)

Address _____

_____

(SEAL)

ROSE B. RAPHAEL
Notary Public, State of New York
No. 3205070
Qualified in Westchester County
Commission Expires March 30, 1985

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-18099

Lease effective date
May 1, 1969

FOR BLM OFFICE USE ONLY

New Serial No.

Bond in sum of $ 150,000
with Continental Casualty Co.
as surety filed.

PART I

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	Assignment approved as to lands described below
Township 33 North, Range 114 West, 6th P.M. Section 30: Lots 1, 2, 3, NW¼NE¼, E½NW¼ Section 31: Lots 1, 2, NE¼, E½NW¼ Containing 561.20 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.

SAME LAND DESCRIPTION AS ITEM 2

201028

RECORDED April 30 1984 2:00 P M
IN BOOK 71 Oil PAGE 279
FEES $8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Thune

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

7. If any payments out of production have previously been created out of this 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 23rd day of August , 19 83

DEPCO, Inc.
CORPORATE SEAL

K. G. Ramm, Vice President
(Assignor's Signature)

ATTEST: SEAL
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 0 1 1983

By F. R. Spencer
(Authorized Officer)

WY-01297
Aspen Ridge Area
78-WY-22 (OA), 78-WY-24 (Beamers Bluff Unit)

for ACTING Chief, Oil & Gas Section

APR 9 1984
(Title) **FOR ASSIGNEE** (Date)

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

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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 14th day of November, 19 83

(Assignee's Signature)
Robert W. Kearby, Vice President

ATTEST:
By [illegible]
SECRETARY

(Assignee's Address)
NICOR EXPLORATION
1667 Cole Blvd.
Golden, CO 80401
(City) (State) (Zip Code)

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

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

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd 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. Engt
Notary Public
1000 Petroleum Bldg.
110 - 16th St.
Denver, CO 80202

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 Shaffer
Notary Public
409 First Street
Golden, Colorado 80403

STIPULATIO[redacted] INTEREST

WHEREAS, by assignment of Royalty dated January 3, 1948, recorded in Book 10 at Page 297 of the records of Sublette County, State of Wyoming, Lester Pape and Mary Pape conveyed the following described land in said County and State, to-wit:

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Township 36 North, Range 112 West, 6th P.M.
Section 25: N/2 NE/4, SW/4 NE/4, N/2 SE/4, SE/4 SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: SW/4 NW/4, W/2 SW/4
Section 28: E/2
Section 33: NE/4
Section 34: NW/4 NW/4

RECORDED April 30 1984 2:00 PM
IN BOOK 71 Orig PAGE 282
FEES 6.00 Laura Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Mathews

and embracing 880 acres, more or less, according to the Government Survey thereof;

unto James M. Payne, Mildred L. Payne, Mary Elizabeth Rafferty and Orrin M. Payne an undivided fifty percent (50%) royalty interest in said tract, insofar and only insofar as to the royalty interest and lease rentals, and

TO HAVE AND TO HOLD unto the said assignees, survivors or survivor, till their death; then and in that event all right, title and interest as hereinabove assigned shall revert to the aforesaid assignors, heirs, administrators and assigns; and

WHEREAS, some doubt and uncertainty may exist as to the intent of the parties in executing said conveyance, and it is the desire of the undersigned to clarify the ownership of the royalty and lease rentals underlying the above described land; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby stipulate and agree that the ownership of the royalty interest and lease rentals under the above described land is as follows:

Mary H. Pape	25.00%
Norman F. Pape, et ux	6.25%
Karmen E. Marincic,etvir	6.25%
Nadine F. Babcock,et vir	6.25%
Mirian L. Davison,et vir	6.25%
Mildred L. Payne and Orrin M. Payne	50.00%

subject only to that certain Oil and Gas Lease executed by Mary H. Pape in favor of Apache Corporation, on May 13, 1981 (effective March 13, 1982), and recorded in Book 63 at Page 175 of the records of said County and State, which lease is hereby ratified and confirmed by each of the undersigned, and to certain term mineral conveyances of record.

TO EFFECTUATE THE PURPOSE OF THIS AGREEMENT, each of the parties hereto does hereby grant, bargain, sell, quitclaim and convey, each unto the other, any interest they may own in the royalty and lease rentals underlying the above described land inconsistent with the foregoing Stipulation of Interest.

This stipulation shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns:

EXECUTED THIS 6TH day of ~~February~~ MARCH, 1984.

Mary H. Pape

Norman F. Pape

Barbara J. Pape

Karmen E. Marincic

Nadine F. Babcock

Earl L. Babcock

Mariam L. Davison

Alvin D. Davison

Phillip Marincic, Jr.

Mildred L. Payne

Orrin M. Payne

This instrument is prepared in COUNTERPART to be executed by each of above.

WY-21158J - Mary H. Pape,Lessor
Bondurant Prospect

Printed by Rose Printing (303) 695-1661

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STATE OF Utah
COUNTY OF Salt Lake } 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, 1984, personally appeared Earl and Nadine Babcock

and

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

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

My Commission Expires 3-11-86

Cynthia Driscoll
Notary Public.

Address: 4025 So Wasatch Blvd

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.

Address:

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.

Address:

RETURN TO:
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST
DENVER, COLO. 80264
ATTN: G. BANKS

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.

Address:

STIPULATION OF INTEREST

WHEREAS, by assignment of Royalty dated January 3, 1948, recorded in Book 10 at Page 207 of the records of Sublette County, State of Wyoming, Lester Pape and Mary Pape conveyed the following described land in said County and State, to-wit:

201030

Township 36 North, Range 112 West, 6th P.M.
Section 25: N/2 NE/4, SW/4 NE/4, N/2 SE/4, SE/4 SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: SW/4 NW/4, W/2 SW/4
Section 28: E/2
Section 33: NE/4
Section 34: NW/4 NW/4

RECORDED April 30 1984 2:00 P.M.
IN BOOK 71 Oil PAGE 284
FEES 6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

and embracing 880 acres, more or less, according to the Government Survey thereof;

unto James M. Payne, Mildred L. Payne, Mary Elizabeth Rafferty and Orrin M. Payne an undivided fifty percent (50%) royalty interest in said tract, insofar and only insofar as to the royalty interest and lease rentals, and

TO HAVE AND TO HOLD unto the said assignees, survivors or survivor, till their death; then and in that event all right, title and interest as hereinabove assigned shall revert to the aforesaid assignors, heirs, administrators and assigns; and

WHEREAS, some doubt and uncertainty may exist as to the intent of the parties in executing said conveyance, and it is the desire of the undersigned to clarify the ownership of the royalty and lease rentals underlying the above described land; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby stipulate and agree that the ownership of the royalty interest and lease rentals under the above described land is as follows:

Mary H. Pape	25.00%
Norman F. Pape, et ux	6.25%
Karmen E. Marincic,etvir	6.25%
Nadine F. Babcock,et vir	6.25%
MIRIAM — Mirian L. Davison,et vir	6.25%
Mildred L. Payne and Orrin M. Payne	50.00%

subject only to that certain Oil and Gas Lease executed by Mary H. Pape in favor of Apache Corporation, on May 13, 1981 (effective March 13, 1982), and recorded in Book 63 at Page 175 of the records of said County and State, which lease is hereby ratified and confirmed by each of the undersigned, and to certain term mineral conveyances of record.

TO EFFECTUATE THE PURPOSE OF THIS AGREEMENT, each of the parties hereto does hereby grant, bargain, sell, quitclaim and convey, each unto the other, any interest they may own in the royalty and lease rentals underlying the above described land inconsistent with the foregoing Stipulation of Interest.

This stipulation shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns:

EXECUTED THIS 27 day of February, 1984.

Mary H. Pape	Miriam Mirian L. Davison
Norman F. Pape	Alvin D. Davison
Barbara J. Pape	
Karmen E. Marincic	Phillip Marincic, Jr.
Nadine F. Babcock	Mildred L. Payne
Earl L. Babcock	Orrin M. Payne

284

COUNTY OF Oklahoma } 285

ACKNOWLEDGMENT—INDIVIDUAL.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of February, 19 84, personally appeared Alvin D. Dawson and Miriam L. Dawson

and they

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

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

My Commission Expires January 5, 1987

Lois J. Yake Sullette
Notary Public.

Address: Prue dale, Okla. 82941

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.

Address: _____

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.

Address: _____

RETURN TO:
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
attn: G. BANKS

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.

Address: _____

[redacted] STIPULATIO[redacted]NTEREST

FE[redacted]84

WHEREAS, by assignment of Royalty dated January 3, 1948, recorded in Book 10 at Page 297 of the records of Sublette County, State of Wyoming, Lester Pape and Mary Pape conveyed the following described land in said County and State, to-wit:

201031

Township 36 North, Range 112 West, 6th P.M.
Section 25: N/2 NE/4, SW/4 NE/4, N/2 SE/4, SE/4 SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: SW/4 NW/4, W/2 SW/4
Section 28: E/2
Section 33: NE/4
Section 34: NW/4 NW/4

RECORDED April 30 1984 2:00 P M
IN BOOK 71 Oil & Gas PAGE 286
FEES 6.00 Lenore Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy M Stone

and embracing 880 acres, more or less, according to the Government Survey thereof;

unto James M. Payne, Mildred L. Payne, Mary Elizabeth Rafferty and Orrin M. Payne an undivided fifty percent (50%) royalty interest in said tract, insofar and only insofar as to the royalty interest and lease rentals, and

TO HAVE AND TO HOLD unto the said assignees, survivors or survivor, till their death; then and in that event all right, title and interest as hereinabove assigned shall revert to the aforesaid assignors, heirs, administrators and assigns; and

WHEREAS, some doubt and uncertainty may exist as to the intent of the parties in executing said conveyance, and it is the desire of the undersigned to clarify the ownership of the royalty and lease rentals underlying the above described land; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby stipulate and agree that the ownership of the royalty interest and lease rentals under the above described land is as follows:

Mary H. Pape	25.00%
Norman F. Pape, et ux	6.25%
Karmen E. Marincic,etvir	6.25%
Nadine F. Babcock,et vir	6.25%
Mirian L. Davison,et vir	6.25%
Mildred L. Payne and Orrin M. Payne	50.00%

subject only to that certain Oil and Gas Lease executed by Mary H. Pape in favor of Apache Corporation, on May 13, 1981 (effective March 13, 1982), and recorded in Book 63 at Page 175 of the records of said County and State, which lease is hereby ratified and confirmed by each of the undersigned, and to certain term mineral conveyances of record.

TO EFFECTUATE THE PURPOSE OF THIS AGREEMENT, each of the parties hereto does hereby grant, bargain, sell, quitclaim and convey, each unto the other, any interest they may own in the royalty and lease rentals underlying the above described land inconsistent with the foregoing Stipulation of Interest.

This stipulation shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns:

EXECUTED THIS 27 day of February, 1984.

Mary H. Pape

Mariam L. Davison

Norman F. Pape

Alvin D. Davison

Barbara J. Pape

Karmen E. Marincic

Karmen E. Marincic

Phillip Marincic, Jr.

Nadine F. Babcock

Mildred L. Payne

Earl L. Babcock

Orrin M. Payne

This instrument is prepared in COUNTERPART to be executed by each of above.

WY-21158J - Mary H. Pape,Lessor
Bondurant Prospect

287

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 27th day of February, 1984, personally appeared Phillip Marincic, Jr. and Karen L. Marincic

~~and~~

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

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

My ~~Commission~~ Expires 1-5-87
TERM

SUBLETTE COUNTY CLERK ~~Notary Public~~.

Address: Box 250 Pinedale, Wyo 82941

STATE OF _____ } ss.
COUNTY OF _____

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

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

and _____

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

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____ } ss.
COUNTY OF _____

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

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

and _____

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

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

My Commission Expires _____

Notary Public.

Address: _____

RETURN TO:
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
attn: G. BANKS

STATE OF _____ } ss.
COUNTY OF _____

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

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

and _____

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

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

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____ } ss.
COUNTY OF _____

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

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

and _____

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

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

My Commission Expires _____

Notary Public.

Address: _____

[redacted] STIPULATIO[redacted]NTEREST [redacted]

WHEREAS, by assignment of Royalty dated January 3, 1948, recorded in Misc Book 10 at Page 297 of the records of Sublette County, State of Wyoming, Lester Pape and Mary Pape conveyed the following described land in said County and State, to-wit: Feb., 1948

201032

Township 36 North, Range 112 West, 6th P.M.
Section 25: N/2 NE/4, SW/4 NE/4, N/2 SE/4, SE/4 SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: SW/4 NW/4, W/2 SW/4
Section 28: E/2
Section 33: NE/4
Section 34: NW/4 NW/4

RECORDED April 30 1984 2:00 PM
IN BOOK 71 Misc PAGE 288
FEES 6.00 Lena J. Hale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Allen

and embracing 880 acres, more or less, according to the Government Survey thereof;

unto James M. Payne, Mildred L. Payne, Mary Elizabeth Rafferty and Orrin M. Payne an undivided fifty percent (50%) royalty interest in said tract, insofar and only insofar as to the royalty interest and lease rentals, and

TO HAVE AND TO HOLD unto the said assignees, survivors or survivor, till their death; then and in that event all right, title and interest as hereinabove assigned shall revert to the aforesaid assignors, heirs, administrators and assigns; and

WHEREAS, some doubt and uncertainty may exist as to the intent of the parties in executing said conveyance, and it is the desire of the undersigned to clarify the ownership of the royalty and lease rentals underlying the above described land; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby stipulate and agree that the ownership of the royalty interest and lease rentals under the above described land is as follows:

Mary H. Pape	25.00%
Norman F. Pape, et ux	6.25%
Karmen E. Marincic,etvir	6.25%
Nadine F. Babcock,et vir	6.25%
Mirian L. Davison,et vir	6.25%
Mildred L. Payne and Orrin M. Payne	50.00%

subject only to that certain Oil and Gas Lease executed by Mary H. Pape in favor of Apache Corporation, on May 13, 1981 (effective March 13, 1982), and recorded in Book 63 at Page 175 of the records of said County and State, which lease is hereby ratified and confirmed by each of the undersigned, and to certain term mineral conveyances of record.

TO EFFECTUATE THE PURPOSE OF THIS AGREEMENT, each of the parties hereto does hereby grant, bargain, sell, quitclaim and convey, each unto the other, any interest they may own in the royalty and lease rentals underlying the above described land inconsistent with the foregoing Stipulation of Interest.

This stipulation shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns:

EXECUTED THIS 24th day of February, 1984.

Mary H. Pape 520-42-2409
Mary H. Pape

Norman F. Pape 520-34-5029
Norman F. Pape

Barbara J. Pape 520-14-0107
Barbara J. Pape

Karmen E. Marincic

Nadine F. Babcock

Earl L. Babcock

Mariam L. Davison

Alvin D. Davison

Phillip Marincic, Jr.

Mildred L. Payne

Orrin M. Payne

This instrument is prepared in COUNTERPART to be executed by each of above.

WY-21158J - Mary H. Pape,Lessor
Bondurant Prospect

Printed by P&M Printing (303) 893-1681

289

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 24th day of February, 19 84, personally appeared Keep H Pape, Norman F. Pape Barbara J. Pape

and they

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

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

My ~~Commission~~ Expires January 5 1987

Kem

Notary Public.

Address: Lois L. Yake Sublette Co Clerk deputy
Pinedale Wy 82941

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.

Address:

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.

Address:

RETURN TO:
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
attn: G. BANKS

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.

[redacted] ss: [redacted]

STIPULATION OF INTEREST

WHEREAS, by assignment of Royalty dated January 3, 1948, recorded in Book 10 at Page 297 of the records of Sublette County, State of Wyoming, Lester Pape and Mary Pape conveyed the following described land in said County and State, to-wit:

201032

Township 36 North, Range 112 West, 6th P.M.
Section 25: N/2 NE/4, SW/4 NE/4, N/2 SE/4, SE/4 SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: SW/4 NW/4, W/2 SW/4
Section 28: E/2
Section 33: NE/4
Section 34: NW/4 NW/4

RECORDED April 30 1984 2:00 P.M.
IN BOOK 71 Oil PAGE 290
FEES 6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

and embracing 880 acres, more or less, according to the Government Survey thereof;

unto James M. Payne, Mildred L. Payne, Mary Elizabeth Rafferty and Orrin M. Payne an undivided fifty percent (50%) royalty interest in said tract, insofar and only insofar as to the royalty interest and lease rentals, and

TO HAVE AND TO HOLD unto the said assignees, survivors or survivor, till their death; then and in that event all right, title and interest as hereinabove assigned shall revert to the aforesaid assignors, heirs, administrators and assigns; and

WHEREAS, some doubt and uncertainty may exist as to the intent of the parties in executing said conveyance, and it is the desire of the undersigned to clarify the ownership of the royalty and lease rentals underlying the above described land; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby stipulate and agree that the ownership of the royalty interest and lease rentals under the above described land is as follows:

Mary H. Pape	25.00%
Norman F. Pape, et ux	6.25%
Karmen E. Marincic,etvir	6.25%
Nadine F. Babcock,et vir	6.25%
Mirian L. Davison,et vir	6.25%
Mildred L. Payne and Orrin M. Payne	50.00%

subject only to that certain Oil and Gas Lease executed by Mary H. Pape in favor of Apache Corporation, on May 13, 1981 (effective March 13, 1982), and recorded in Book 63 at Page 175 of the records of said County and State, which lease is hereby ratified and confirmed by each of the undersigned, and to certain term mineral conveyances of record.

TO EFFECTUATE THE PURPOSE OF THIS AGREEMENT, each of the parties hereto does hereby grant, bargain, sell, quitclaim and convey, each unto the other, any interest they may own in the royalty and lease rentals underlying the above described land inconsistent with the foregoing Stipulation of Interest.

This stipulation shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns:

EXECUTED THIS 25 day of February, 1984.

Mary H. Pape

Norman F. Pape

Barbara E. Pape

Karmen E. Marincic

Nadine F. Babcock

Earl L. Babcock

Mariam L. Davison

Alvin D. Davison

Phillip Marincic, Jr.

Mildred L. Payne

Orrin M. Payne

This instrument is prepared in COUNTERPART to be executed by each of above.

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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 24th day of February, 19 84, personally appeared Barbara J Lape & Norman F Lape

and they

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

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

My ~~Commission~~ Expires January 5 1987
tdm

Ex Officio
Clerk Sublette Co Clerk ~~Notary Public.~~

Address: Pinedale, Wy 82941

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.

Address:

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.

Address:

RETURN TO:
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
Attn: G. BANKS

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.

Address:

[redacted] STIPULATIO[redacted]NTEREST [redacted]

WHEREAS, by assignment of Royalty dated January 3, 1948, recorded in Book 10 at Page 297 of the records of Sublette County, State of Wyoming, Lester Pape and Mary Pape conveyed the following described land in said County and State, to-wit:

201034

Township 36 North, Range 112 West, 6th P.M.
Section 25: N/2 NE/4, SW/4 NE/4, N/2 SE/4, SE/4 SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: SW/4 NW/4, W/2 SW/4
Section 28: E/2
Section 33: NE/4
Section 34: NW/4 NW/4

RECORDED August 30 1984 2:00 P M
IN BOOK 71 Oil PAGE 292
FEES 6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Ellwein

and embracing 880 acres, more or less, according to the Government Survey thereof;

unto James M. Payne, Mildred L. Payne, Mary Elizabeth Rafferty and Orrin M. Payne an undivided fifty percent (50%) royalty interest in said tract, insofar and only insofar as to the royalty interest and lease rentals, and

TO HAVE AND TO HOLD unto the said assignees, survivors or survivor, till their death; then and in that event all right, title and interest as hereinabove assigned shall revert to the aforesaid assignors, heirs, administrators and assigns; and

WHEREAS, some doubt and uncertainty may exist as to the intent of the parties in executing said conveyance, and it is the desire of the undersigned to clarify the ownership of the royalty and lease rentals underlying the above described land; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby stipulate and agree that the ownership of the royalty interest and lease rentals under the above described land is as follows:

Mary H. Pape	25.00%
Norman F. Pape, et ux	6.25%
Karmen E. Marincic,etvir	6.25%
Nadine F. Babcock,et vir	6.25%
Mirian L. Davison,et vir	6.25%
Mildred L. Payne and Orrin M. Payne	50.00%

subject only to that certain Oil and Gas Lease executed by Mary H. Pape in favor of Apache Corporation, on May 13, 1981 (effective March 13, 1982), and recorded in Book 63 at Page 175 of the records of said County and State, which lease is hereby ratified and confirmed by each of the undersigned, and to certain term mineral conveyances of record.

TO EFFECTUATE THE PURPOSE OF THIS AGREEMENT, each of the parties hereto does hereby grant, bargain, sell, quitclaim and convey, each unto the other, any interest they may own in the royalty and lease rentals underlying the above described land inconsistent with the foregoing Stipulation of Interest.

This stipulation shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns:

EXECUTED THIS 29th day of February, 1984.

Mary H. Pape

Mariam L. Davison

Norman F. Pape

Alvin D. Davison

Barbara J. Pape

Karmen E. Marincic

Phillip Marincic, Jr.

Nadine F. Babcock

Mildred L. Payne

Earl L. Babcock

Orrin M. Payne

This instrument is prepared in COUNTERPART to be executed by each of above.

WY-21158J - Mary H. Pape,Lessor
Bondurant Prospect

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 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 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

Address: Box 115 Wickenburg, Az. 85358

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, 1984, personally appeared Orrin M. 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 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 4-13-84

OFFICIAL SEAL
MARY MERCADO
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 13, 1984

Mary Mercado
Notary Public.

Address: 5077 Lankershim Blvd. No. Hollywood, CA

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.

Address:

RETURN TO:
APACHE CORPORATION
SUITE 2300 - 1660 LINCOLN ST.
DENVER, COLO. 80264
attn: G. BANKS

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.

Address:

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.

Address:

[redacted] **BLANKET RELEASE ([redacted] AND GAS LEASES** [redacted]

GKF: 8-32469-01

SUBLETTE County, State of WYOMING

GULF OIL CORPORATION, acting through GULF OIL EXPLORATION AND PRODUCTION CO. a division of GULF OIL CORPORATION, P.O. Box 2619, Casper, Wyoming 82602 does hereby release, relinquish, and surrender the oil and gas mining leases located in the above named County and State, and described in the Schedule of Leases hereto annexed and made a part hereof insofar as they cover the land described in said Schedule of Leases.

DATED this 19th day of MARCH, 19 84.

201041

RECORDED April 30 19 84 3:00 PM
IN BOOK 71 Misc PAGE 294
FEES $11.75 Doris York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

GULF OIL CORPORATION

By W. R. WIMBISH Attorney in Fact MMC

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF WYOMING } SS. WYOMING
COUNTY OF NATRONA

On this 19th day of April, 19 84, before me, a Notary Public in and for said County and State, personally appeared W. R. WIMBISH, to me known to be the Attorney in Fact of GULF OIL CORPORATION, a corporation, and to be the identical person who subscribed the name of said corporation to the foregoing instrument as its Attorney in Fact 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.

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

Mark C. Jacobsen Notary Public

My commission expires April 2nd, 1986

MARK C. JACOBSEN - Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 2, 1986

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA } SS. New Mexico, Utah, Wyoming
COUNTY OF OKLAHOMA

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

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

_____
Notary Public

My commission expires_____

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA } SS. Arkansas
COUNTY OF OKLAHOMA

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged himself to be the Attorney in Fact of GULF OIL CORPORATION, a corporation, and that he, as such Attorney in Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Attorney in Fact.

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

_____
Notary Public

My commission expires_____

295

SUBLETTE County, State of WYOMING

	Description
Lease No. 8-32469-01 Date January 22, 1979 Lessor Viola Siems, widow Lessee Gulf Oil Corporation Recorded — Book 57 O&G Page 137	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th PM SEC 11: S/2 SE/4 SEC 12: SW/4 SW/4 SEC 13: N/2, N/2 SE/4, NE/4 SW/4 SEC 14: E/2 NE/4, NW/4 NE/4
Lease No. 8-32599-01 Date January 22, 1979 Lessor Karl M. Johnosn, Inc. a Wyoming Corp. Lessee Gulf Oil Corporation Recorded — Book 57 Page 214	TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th PM SEC 2: N/2 SW/4, SW/4 SW/4, NW/4 SE/4 SEC 3: S/2 SE/4 SEC 9: SE/4 NE/4, N/2 SE/4 SEC 10: NW/4 NE/4, NE/4 NW/4, SW/4 NW/4
Lease No. 8-33673-03 Date January 22, 1979 Lessor John H. Schmitz, et ux Lessee Gulf Oil Corporation Recorded — Book 57 Page 169	TOWNSHIP 30 NORTH, RANGE 110 WEST, 6th PM SEC 20: Lot 1(34.30), S/2 NE/4, N/2 SE/4 SEC 21: Lots 4(30.98), 9(43.01), SW/4 NW/4
Lease No. 8-33673-04 Date January 22, 1979 Lessor Caryn A Bing, widow Lessee Gulf Oil Corporation Recorded — Book 57 Page 171	SAME AS ABOVE
Lease No. 8-33673-05 Date January 22, 1979 Lessor Joseph Woodrow Murdock, et ux Lessee Gulf Oil Corporation Recorded — Book 57 Page 173	TOWNSHIP 30 NORTH, RANGE 110 WEST, 6th PM SEC 20: Lot 1(34.30), S/2 NE/4, N/2 SE/4 SEC 21: Lots 4(30.98), 9(43.01), 6(9.46), 7(31.74), 8(36.35), 10(26.11), SE/4 SW/4, SE/4, SW/4 NW/4 SEC 28: Lots 1(38.91), 2(25.86), 3(41.47), 4(20.45), N/2 NE/4, NE/4 NW/4
Lease No. 8-33674-01 Date February 26, 1979 Lessor Marvin D. Price, et ux Lessee Gulf Oil Corporation Recorded — Book 57 Page 216	TOWNSHIP 33 NORTH, RANGE 113 WEST SEC 3: SE/4 NW/4, E/2 SW/4, W/2 SE/4, SE/4 SE/4 SEC 10: N/2 NE/4 SEC 11: SE/4, SW/4 NE/4 SEC 12: SW/4 SW/4 SEC 13: NW/4 NW/4, E/2 NW/4, W/2 NE/4, NE/4 SE/4, SE/4 NE/4 TOWNSHIP 33 NORTH, RANGE 112 WEST SEC 18: Lots 3(39.63), 4(39.64), SE/4 SW/4
Lease No. Date Lessor Lessee Recorded — Book Page	
Lease No. 8-33675-02 Date January 23, 1979 Lessor Edward D. Finnegan, et ux Lessee Gulf Oil Corporation Recorded — Book 57 O&G Page 146	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th PM SEC 15: SW/4 SEC 21: E/2 NE/4 SEC 22: W/2 NE/4, SE/4 NE/4, NW/4 SEC 23: W/2 NE/4, SE/4 NE/4, NW/4, N/2 S/2
Lease No. 8-33683-03 Date January 23, 1979 Lessor William H. Budd, Sr., et ux Lessee Gulf Oil Corporation Recorded — Book O&G 57 Page 141	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC 6: Lots 3(39.92), 4(16.87), 5(16.26), SE/4 NW/4 TOWNSHIP 30 NORTH, RANGE 113 WEST SEC 1: Lots 1(39.98), 2(39.96) TOWNSHIP 31 NORTH, RANGE 112 WEST SEC 31: Lots 1(16.77), 2(16.73), 3(16.67), 4(16.63), E/2 W/2, S/2 NE/4, SE/4 SEC 32: NW/4 SW/4
Lease No. Date Lessor Lessee Recorded — Book Page	

Return To
Gulf Oil Exploration and Production Co.
P.O. Box 2619, Casper, Wyoming 82602

GKF: 8-32469-01

SUBLETTE County, State of WYOMING

Description

Lease No. 8-33683-04
Date January 23, 1979
Lessor Charles F. Spencer, et ux
Lessee Gulf Oil Corporation
Recorded — Book 57 Page 175

TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC 6: Lots 3(39.92), 4(16.87), 5(16.26), SE/4 NW/4
TOWNSHIP 30 NORTH, RANGE 113 WEST
SEC 1: Lots 1(39.98), 2(39.96)
TOWNSHIP 31 NORTH, RANGE 112 WEST
SEC 31: Lots 1(16.77), 2(16.73), 3(16.67), 4(16.63), SE/4 SW/4, S/2 SE/4

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Lease No. 8-33684-01
Date January 22, 1979
Lessor James H. Luce, et ux
Lessee Gulf Oil Corporation
Recorded — Book 57 O&G Page 144

TOWNSHIP 30 NORTH, RANGE 110 WEST, 6th PM
SEC 19: S/2 NE/4, NW/4 SE/4
SEC 20: NW/4, NE/4 SW/4

Lease No. 8-33806-02
Date January 23, 1979
Lessor Obed Nordlie, et ux
Lessee Gulf Oil Corporation
Recorded — Book 57 O&G Page 148

TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th PM
SEC 31: Lots 1(40.0), 2(40.0), 3(40.0), E/2 NW/4, NE/4 SW/4, NE/4, N/2 SE/4
SEC 32: N/2 NW/4, NW/4 NE/4

Lease No. 8-33806-03
Date January 23, 1979
Lessor Ronald W. Ball, et ux
Lessee Gulf Oil Corporation
Recorded — Book 57 Page 177

SAME AS ABOVE

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Return To
Gulf Oil Exploration and Production Co.
P.O. Box 2619, Casper, Wyoming 82602

297

Exp. Lse. 2/84 Pg. 59

RELEASE OF OIL AND GAS LEASE

GLN: 8-32598-04

GULF OIL CORPORATION, acting through **GULF OIL EXPLORATION AND PRODUCTION CO.**, a division of GULF OIL CORPORATION, P.O. Box 2619, Casper, Wyoming 82602 does hereby release, relinquish and surrender the oil and gas

mining lease dated January 22nd, 19 79

between N. V. Sanders et ux,

lessor, and Gulf Oil Corporation, lessee, covering the following described land

in Sublette County, State of Wyoming, to-wit:

T-35N-R113W, 6th P.M.

Sec. 1: N/2 SW/4, SE/4 SW/4, SE/4
Sec. 2: SE/4, E/2 SW/4
Sec. 3: S/2 SE/4
Sec. 8: SE/4 NE/4, SE/4
Sec. 9: E/2, SW/4, S/2 NW/4
Sec. 10: N/2 NE/4, SE/4 NE/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4, SW/4 SE/4
Sec. 11: S/2 NW/4, NW/4 NW/4
Sec. 12: NE/4, E/2 NW/4, NE/4 SE/4
Sec. 15: N/2 NW/4

and recorded in the records of said County in Book 57 at Page 167.

201042

WITNESS the execution hereof this 21st day of March, 19 84.

RECORDED April 3rd 1984 2:00 P M
IN BOOK 71 Ors 1 PAGE 291
FEES 5.00 Sandy Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy Mellen

GULF OIL CORPORATION

By W. R. WIMBISH, ITS ATTORNEY IN FACT

STATE OF WYOMING
COUNTY OF NATRONA } ss.

Colorado, Kansas, Montana,
Nebraska, North Dakota,
Oklahoma, South Dakota

BEFORE ME, a Notary Public in and for said County and State, on this 19th day of April, 19 84, personally appeared W. R. WIMBISH, to me known to be the Attorney in Fact of GULF OIL CORPORATION and to be the identical person who subscribed the name of Gulf Oil Corporation to the foregoing instrument as its Attorney in Fact, 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.

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

My Commission Expires April 2nd 1986

NOTARY PUBLIC

MARK C. JACOBSEN - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Apr. 2, 1986

STATE OF _____, SS.
COUNTY OF _____

New Mexico, Utah, Wyoming

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

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

My Commission Expires _____

NOTARY PUBLIC

CHRISTMANN ENERGY CORPORATION

OIL AND GAS EXPLORATION AND PRODUCTION

1500 Broadway • Suite 800
Lubbock, Texas 79401
806/747-4542

P.O. Box 238
Pinedale, Wyoming 82941
307/367-2144

April 30, 1984

Stuart M. McKinley
P.O. Box 88
Daniel, Wyoming 83115

Re: Assignment of Overriding Royalty
U.S. Oil & Gas Lease W-75907
T29N, R115W, 6th P.M.
Sec. 19: Lots 1-4, E½, E½W½
Sec. 20: W½
Sec. 29: W½
Sec. 30: Lots 1-4, E½, E½W½

T29N, R116W, 6th P.M.
Sec. 24: All
Sublette & Lincoln Co., Wyoming
2409.12 acres
Dated Sept. 25, 1983
John J. Christmann, Assignor
Stuart M. McKinley, Assignee

Stuart,

This is to clarify the fact that the overriding royalty which was assigned in the above described instrument is one and the same as the overriding royalty which was assigned by that certain Assignment of Overriding Royalty dated September 22, 1983 by and between John J. Christmann, Assignor and Stuart & Barbara McKinley Assignee. Therefore, the September 25, 1983 assignment shall not be treated as an additional burden on the subject lease but rather a duplication of the override previously assigned. If this correctly reflects the situation at hand, please so indicate by signing in the space provided below.

Very truly yours,

Don Christmann

CDC/ck

AGREED to and accepted this 1 day of May, 1984.

Stuart M. McKinley

201059

RECORDED May 2 19 84 11:00 AM
IN BOOK 71 Ops PAGE 298
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF: Wyoming)
COUNTY OF: Sublette) ss:

The foregoing instrument was acknowledge before me this 1st day of May, 1984, by Stuart M. McKinley.

Witness my hand and official seal.

My Commission expires:

7-20-85

Carol V. Krail
Notary Public

STATE OF: Wyoming)
COUNTY OF: Sublette) ss:

The foregoing instrument was acknowledged before me this 1st day of May, 1984, by Don Christmann.

My Commission Expires:

7-20-85

Carol V. Krail
Notary Public

STIPULATION AND CROSS-CONVEYANCE
OF OVERRIDING ROYALTY INTEREST

This Stipulation and Cross-Conveyance of Overriding Royalty is entered into between Dorothy Langley, 9400 North Central Expressway, Suite 1111, Dallas, Texas 75231, Myrle F. Hoffman, 650 Petroleum Building, Denver, Colorado 80202, Carol Ann Hoffman, 650 Petroleum Building, Denver, Colorado 80202, and Ole M. Hanson, 2840 South Eaton Way, Denver, Colorado 80227 because of ambiguity regarding their respective interests in the following described lands and leases in Sublette County, Wyoming, and any wells that have been or are to be drilled on said lands and leases:

USA-W-68117
T 27 N - R 111 W, 6th P.M.
Section 20: NW/4, NW/4SW/4, S/2SW/4

USA-W-59776
T 27 N - R 111 W, 6th P.M.
Section 20: NE/4SW/4

For one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dorothy Langley, Myrle F. Hoffman, Carol Ann Hoffman, and Ole M. Hanson stipulate that each of them owns an overriding royalty interest in the W/2 of Section 20, T 27 N- R 111 W, Sublette County, Wyoming, and in any existing or proposed wells located in said W/2 of Section 20, in the following proportions:

Dorothy Langley	.625% of 8/8ths
Carol Ann Hoffman	1.750% of 8/8ths
Myrle F. Hoffman	1.750% of 8/8ths
Ole M. Hanson	.875% of 8/8ths

The above described parties quitclaim and cross-convey, each unto the other, their heirs and assigns, such interests as are necessary to effect the stipulated distribution of interests, to have and to hold forever.

This Stipulation and Cross-Conveyance of Overriding Royalty Interest may be executed in any number of counterparts with the same effect as if all

201069

WY-293
11109
11170

RECORDED May 3 1984 2:00 PM
IN BOOK 77 Ox T PAGE 300
FEES $10.00 Doris Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

300

420

parties had executed the same copy. Executed this 10th day of April, 1984, but to be effective for all purposes as of the date of first production from the Federal 10-20 well located in the NW/4 of Section 20, T 27 N - R 111 W, Sublette County, Wyoming.

Dorothy Langley

Carol Ann Hoffman
Carol Ann Hoffman

Ole M. Hanson

Myrle F. Hoffman
Myrle F. Hoffman

STATE OF Colorado
COUNTY OF Denver
ss.

The foregoing instrument was acknowledged before me this 10th day of April, 1984 by Myrle F. Hoffman & Carol Ann Hoffman and _____.

Witness my hand and official seal.

My commission expires: _____

Commission Expires July 18, 1986
Denver Club Bldg.
Denver, Colorado 80202

Cleta A. Slinkard
Notary Public

STATE OF _____
COUNTY OF _____
ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 1984 by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____
COUNTY OF _____
ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 1984 by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

WY-293
11109
11170

parties had executed the same copy. Executed this 5th day of April, 1984, but to be effective for all purposes as of the date of first production from the Federal 10-20 well located in the NW/4 of Section 20, T 27 N - R 111 W, Sublette County, Wyoming.

Dorothy Langley

Dorothy Langley

Carol Ann Hoffman

Ole M. Hanson

Myrle F. Hoffman

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1984 by _____ and _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF Texas)
) ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 5th day of April, 1984 by Dorothy Langley.

Witness my hand and official seal.

My commission expires: 4/11/87

Melissa Edwards
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1984 by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

WY-293
11109
11170

parties had executed the same copy. Executed this 5th day of April, 1984, but to be effective for all purposes as of the date of first production from the Federal 10-20 well located in the NW/4 of Section 20, T 27 N - R 111 W, Sublette County, Wyoming.

Dorothy Langley

Carol Ann Hoffman

Ole M. Hanson

Ole M. Hanson

Myrle F. Hoffman

STATE OF NORTH DAKOTA
COUNTY OF EDDY } ss.

The foregoing instrument was acknowledged before me this 5th day of April, 1984 by Ole M. Hanson and .

Witness my hand and official seal.

My commission expires:

Katherine E. Stevens
Notary Public

KATHERINE E. STEVENS
Notary Public, EDDY COUNTY, N. DAK.
My Commission Expires APRIL 9, 1989

STATE OF
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this ___ day of , 1984 by .

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this ___ day of , 1984 by .

Witness my hand and official seal.

My commission expires:

Notary Public

WY-293
11109
11170

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1976 JUN 18 [illegible] 08
CHEYENNE, WYOMING

RECEIVED
JUN 15 1976
GEOLOGICAL SURVEY
CASPER, WYOMING

LEASE FOR OIL AND GAS

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

Name, Street, City, State, Zip Code:
Freda Esposito
512 Vista Verde Way
Bakersfield, California 93309

W 55252
(Serial Number)

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

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

T. 28 N., R. 111 W., 6th Prin. Mer.
Section 18: S½NE¼SE¼NE¼, SE¼SE¼NE¼, SE¼
Section 19: Lots 2, 3, 4, E½, E½NE¼NW¼, SW¼NE¼NW¼, E½SW¼
Section 20: E½
Section 29: E½
Section 32: E½

201070

LANDS IN OFFER WERE NOT WITHIN
A KNOWN GEOLOGIC STRUCTURE ON
JUN 16 1976

RECORDED May 3 1984 2:00 P M
IN BOOK 71 O&G PAGE 304
FEES $6.00 Land Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

E Marshall
Area Geologist
For the Director
U.S. Geological Survey

Containing a total of 1674.83 acres	Annual Rental . . . . . $ 837.50

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

Effective date of lease: JUL 1 1976

THE UNITED STATES OF AMERICA

By Gilbert W. Lucas
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

JUN 22 1976
(Date)

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1984
Shirley Fisher
BUREAU OF LAND MANAGEMENT

ORIGINAL
419

324

3c.6

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary 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 [redacted]s, investments, depreciation and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(p) *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 final relinquishment or the cancellation or expiration of this lease, or at any other time 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 Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, [redacted] and form a part of this lease so far as the same may [redacted].

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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CHEYENNE, WYOMING

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RESOURCE EVALUATION

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GEOLOGICAL SURVEY
CASPER, WYOMING

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

Edward H. Judson
1804 First National Bank Bldg.
Midland, TX 79701

W 68454
(Serial Number)

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

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

T 27 N, R 111 W, 6th Prin Mer
Sec 28: SW¼SW¼

201071

RECORDED May 3 1984 2:00 PM
IN BOOK 71 Ors PAGE 306
FEES $6.00 Lorie Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

Lands In offer were not within
a known geologic structure on

AUG 1 1979

Acting Area Geologist
For the Director
U. S. Geological Survey

Containing a total of	40	acres	Annual Rental . . . . . $ 40.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: SEP 1 1979

THE UNITED STATES OF AMERICA

By Glenna M. Bane
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

AUG 8 1979
(Date)

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

APR 19 1984
Shirley Fishis
BUREAU OF LAND MANAGEMENT

Original

419

3 of 6

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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(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 is based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

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

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

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

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

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

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

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

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

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

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

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

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

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, 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, or prehistoric [redacted]ifacts and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

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

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

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

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

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

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

GPO 845 – 515

Form 3110-2
(September 1978)
(formerly 3120-1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1975 DEC 15 AM 10:00

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Mineral Eval.
DEC 12 1975
GEOLOGICAL SURVEY

LEASE FOR OIL AND GAS

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

CHEYENNE, WYOMING

Name: Owen P. Miles, Jr.
Street: Box 1786
City: Casper, WY 82602
State: 82602
Zip Code:

W 53094
(Serial Number)

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

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

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

T. 27 N., R. 111 W., 6th Prin. Mer.
Sec. 33: Lots 1, 2, 3, 4, NE¼SW¼, N½SE¼
Sec. 34: Lots 1, 2, 3, 4, N½, N½S½
Sec. 35: Lots 1, 2, 3, 4, N½S½

201072

RECORDED May 3 1984 2:00 PM
IN BOOK 71 Oil & Gas PAGE 308
FEES $6.00 Loucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Lands in lease were not within a known geologic structure on date of lease issuance.

E. M. Gushee
Area Geologist
For the Director
U. S. Geological Survey

Containing a total of	1165.04	acres	Annual Rental . . . . . $ 583.00

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

Effective date of lease: JAN 1 1976

THE UNITED STATES OF AMERICA

By Edna L. Welsh
(Signature of Signing Officer)

Acting Chief, Oil & Gas Section
(Title)

December 9, 1975
(Date)

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1984
Shirley Fisher
BUREAU OF LAND MANAGEMENT

ORIGINAL

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary 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; a 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 property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GP

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Mineral Eval.
DEC 13 1973
GEOLOGICAL SURVEY
CASPER, WYOMING

LEASE FOR OIL AND GAS

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

Name
Street
City
State
Zip Code

Arthur N. Rupe
8300 Santa Monica Blvd.
Los Angeles, CA 90069

W 42781
(Serial Number)

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

Welsh
Hi Gmm

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

201073

T 27 N, R 111 W, 6th Prin. Mer.

Sec 4: $N\frac{1}{2}$
5: $E\frac{1}{2}$
8: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
9: All

RECORDED May 3 1984 2:00 PM
IN BOOK 71 Misc PAGE 310
FEES 6.00 Lady York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1984
Shirley Fisher
BUREAU OF LAND MANAGEMENT

Lands in lease were not within a known geologic structure on date of lease issuance.

E M Ackull
Area Geologist
For the Director
U. S. Geological Survey

Containing a total of 1560.00 acres	Annual Rental . . . . . $ 780.00

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

Effective date of lease: JAN 1 1974

THE UNITED STATES OF AMERICA

By Gleenn W. Sense
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

ember 11, 1973
(Date)

No. 75-2764

No. 75-2764

NONCOMPETITIVE
OFFER TO LEASE FOR OIL & GAS 42781

Name (last) RUPE (first) ARTHUR (ini.) N

Social Security Number or Taxpayer Number 159 14 3845

Parcel Number 237

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a muncipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 30 U.S.C. 184(d); (3) applicant has not filed any other entry card for the parcel involved; and (4) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110–2 or 3, and to the extent applicable, the stipulations provided in 43 CFR 3109.4–2.

Signature of Applicant	Address; include zip code	Date
Arthur N. Rupe	8300 Santa Monica Blvd. Los Angeles, Ca. 90069	10/17/73

(Instructions on reverse) DO NOT DETACH 312

R-Mmt

ORIGINAL

419

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.
(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

(e) *Payments.*—Unless otherwise directed by the Secretary 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 3132.2. 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 such other reports with respect thereto as may be required, including reports, investments, depreciation, and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form 3120-7
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

1978 SEP -8 AM 10:00

OIL AND GAS LEASE
(COMPETITIVE PUBLIC DOMAIN LANDS)

LANDS RENEWAL, WYOMING W 64985

THIS INDENTURE OF LEASE, entered into, as of OCT 1 1978, by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called lessor, and

L. A. Walstrom, Jr.
P. O. Box 839
Denver, Colorado 80201

hereinafter called lessee, under, pursuant, and subject to the terms and provisions of the Act of February 25, 1920, (41 Stat. 437), as amended, (30 U.S.C. Sec. 181 *et seq*), hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof.

WITNESSETH:

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

T 27 N, R 112 W, 6th Prin Mer, WY
Sec 1: SW¼
Sec 2: Lot 8, NE¼SW¼, S½SW¼, SE¼
Sec 12: N½NW¼

201074

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1984
Shirley Fisher
BUREAU OF LAND MANAGEMENT

RECORDED May 3 1984 2:00 PM
IN BOOK 71 Ox T PAGE 312
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stivers

containing 558.35 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of five (5) years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

Sec. 2. In consideration of the foregoing, lessee agrees:

(a) *Bonds* – (1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 3104 applicable to this lease.

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

(c) *Wells* – (1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate lessor, in full, each month for the estimated loss of royalty through drainage in the amount determined by said Director.

(2) At the election of lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior.

(3) Promptly after due notice, in writing, to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties* – To pay rentals and royalties in amount or value of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

Original

(1) 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 lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

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

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

(e) *Payments* – Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3103.1–2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper BLM office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

(g) *Statements, plats, and reports* – At such times and in such form as lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation, and costs.

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

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

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

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

(l) *Equal Opportunity Clause* – The lessee agrees that, during the performance of this lease.

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

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

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

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

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

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

(7) The lessee will include the provisions of Paragraphs (1) through (7) of this subsection 2(l) in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The lessee will take such action with respect to any contract, subcontract, or purchase order as the Secretary of the Interior may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, that in the event the lessee becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction by the Secretary of the Interior, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Certification of nonsegrated facilities* – By entering into this lease, the lessee certifies that lessee does not and will not maintain or provide for lessee's employees any segregated facilities at any of lessee's establishments, and that lessee does not and will not permit lessee's employees to perform their services at any location, under lessee's con-

[redacted] [redacted] [redacted]

Form 3120–9
(February 1965)
(formerly 4–1691a & b)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RENTALS AND ROYALTIES FOR OIL AND GAS LEASES

SCHEDULE "A" – NONCOMPETITIVE

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

a. If the lands are wholly outside the known geologic structure of a producing oil or gas field: 50 cents per acre or fraction thereof for each lease year.

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

1. If not committed to a cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $2 per acre or fraction thereof.

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

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

ROYALTY ON PRODUCTION. To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

SCHEDULE "B" – COMPETITIVE

ROYALTY ON PRODUCTION. To pay the lessor the following royalty on production removed or sold from the leased lands.

1. When the average production for the month in barrels per well per day is:

OVER	NOT OVER	PERCENT OF ROYALTY	OVER	NOT OVER	PERCENT OF ROYALTY
	50	12.5	130	150	19
50	60	13	150	200	20
60	70	14	200	250	21
70	80	15	250	300	22
80	90	16	300	350	23
90	110	17	350	400	24
110	130	18	400		25

2. On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the month does not exceed 5,000,000 cubic feet, 12-1/2 percent; and when said production of gas exceeds 5,000,000 cubic feet, 16-2/3 percent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture.

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

RENTALS. To pay the lessor in advance on or before the first day of the month in which the lease issued and for each lease year thereafter prior to a discovery of oil or gas on the leased lands, an annual rental of $2 per acre or fraction thereof.

NOTICE

The average production per well per day for oil and gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1984
Shirley Fisher
BUREAU OF LAND MANAGEMENT

GPO 847-655

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trol, where segregated facilities are maintained. The lessee agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this lease. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Lessee further agrees that (except where lessee has obtained identical certifications from proposed contractors and subcontractors for specific time periods) lessee will obtain identical certifications from proposed contractors and subcontractors prior to the award of contracts or subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that lessee will retain such certifications in lessee's files; and that lessee will forward the following notice to such contractors and subcontractors (except where the proposed contractor or subcontractor has submitted identical certifications for specific time periods).

Notice to prospective contractors and subcontractors of requirement for certification of nonsegregated facilities — A Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each contract and subcontract or for all contracts and subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

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

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

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

(r) *Protection of the environment including the surface, other resources and improvements* — In accordance with the directives contained in the National Environmental Policy Act (83 Stat. 852; 42 U.S.C. 4321–4347), the requirements of other environmental legislation, the oil and gas leasing regulations (43 CFR 3100) and the Oil and Gas Operating Regulations (30 CFR 221).

(1) *General* — Lessee shall take such steps as required by the drilling permit, the attached stipulations, or the authorized officer to prevent activities or operations on the leased lands from: (i) causing or contributing to soil erosion or damage to crops or other vegetative cover on Federal or non-Federal lands in the vicinity; (ii) polluting soil, air, or water; (iii) creating hazards to wildlife or depriving them of the use of the natural elements of their habitat; (iv) disturbing the surface or damaging areas of scenic value or natural beauty; (v) damaging or removing improvements owned by the United States or other parties; or (vi) destroying, damaging, or removing fossils, historic or removing fossils, historic or prehistoric ruins or artifacts. Lessee shall, prior to the termination of bond liability or at any other time when required and in the manner directed by lessor, reclaim all land the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, restore access roads or trails to their former condition and remove structures. Lessor may prescribe, by stipulations to be subsequently included in this lease or through the authorized officer, the steps to be taken by lessee to protect or restore the environment both on and off the lands, and improvements thereon whether or not the improvements are owned by the United States.

(2) *Use of other resources* — Timber, mineral materials, and water from public water reserves or water developed by the Bureau of Land Management or its lessees, licensees, or permittees, except water rights established under State law acquired by such lessees, licensees, or permittees may be used only with advanced authorization from and on terms and conditions imposed by the authorized officer.

(3) *Antiquities and objects of historic value*

(i) Lessee shall immediately bring to the attention of the authorized officer any and all American antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this lease, and to leave such item(s) or condition(s) intact. Failure to comply with any of the terms and conditions imposed by the authorized officer with regard to the preservation of antiquities shall constitute a violation of the Antiquities Act (16 U.S.C. 431–433).

(ii) If the authorized officer determines that archaeological values exist or may exist on the lands within the lease and that they might be impaired by oil and gas operations, lessee will engage a recognized authority on archaeology, acceptable to the Bureau of Land Management, to survey and salvage, in advance of any operations, such values on the lands involved. The responsibility for and cost of this survey and salvage will be that of lessee.

(4) *Pollution Control* — Lessee agrees that this lease is subject to all relevant pollution control legislation at the Federal, State, or local level. Such legislation includes, but is not limited to the Clean Air Act, as amended (77 Stat. 392; 42 U.S.C. 1857, *et seq.*), the Refuse Act of 1899 (30 Stat. 1152; 33 U.S.C. 407–409), the Federal Water Pollution Control Act (62 Stat. 1155; 33 U.S.C. 1151–1161).

(5) *Stipulations* — To comply with stipulations attached hereto which are made a part of the lease or the approved *Application for Permit to Drill.*

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

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

Sec. 3. The lessor reserves:

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

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

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

(d) *Helium* — The ownership of helium and the right to extract or have extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If lessor elects to take the helium, lessee shall deliver all or any portion of gas containing the same to lessor, in the manner required by lessor, at any point on the leased premises or, if the area is served at the time of production by a gas-gathering system owned or operated by lessee, at any point in that system specified by lessor, for extraction of the helium by such means as lessor may provide. The residue shall be returned to lessee, with no substantial delay in the delivery of the gas produced from the well to owner or purchaser thereof. Save for the value of the helium extracted, lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. Lessor

reserves [redacted] to erect, maintain and operate any and reduction [redacted] necessary for extraction of helium on [redacted] leased premises. Lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in lessor under this paragraph shall also run to any agent or assignee of lessor or any purchaser of the rights of lessor.

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

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

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

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

Sec. 6. *Purchase of materials, etc., on termination of lease* — Upon expiration of the lease, or the earlier termination thereof pursuant to Sec. 5 above, lessee shall have the privilege at any time within a period of ninety ([redacted] thereafter or removing from the premises all machin[redacted]ment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of lessor on expiration of the 90—day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided, that* lessee shall remove any or all such property where so directed by lessor.

Sec. 7. *Proceedings in case of default* — If lessee shall not comply with any of the provisions of the Act or the regulations thereunder or of this lease, or shall make default in the performance or observance of any of the terms hereof this lease may be canceled or terminated in accordance with Sec. 31 of the Act. This provision shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which lessor might otherwise have. Upon cancellation or termination of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of lessor, A waiver of any particular cause of cancellation or termination shall not prevent the cancellation or termination of this lease for any other cause of cancellation or termination, or for the same cause occurring at any other time.

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

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

Sec. 10. *Stipulations* — [X] Stipulations are attached hereto and made a part hereof. The attached stipulations appear as consecutively numbered pages commencing with page 1 hereafter. [ ] Stipulations are *not* attached.

THE UNITED STATES OF AMERICA

L. A. Walstrom, Jr.
(Signature of Lessee)

By Glenn W. Rane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

(Signature of Lessee)

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

SEP 13 1978
(Date)

APR 19 1984
Shirley Fisher
BUREAU OF LAND MANAGEMENT

GPO 839 • 217

419

316

317

10.00

PARTIAL RELEASE

OF

OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release and convey unto Natural Gas Corporation of California at Four Embarcadero Center, Suite 1400, San Francisco, California 94111 all of its overriding royalty interest and contingent interest in net profits insofar and only insofar as said interests cover the leases, lands and formations as described in Exhibit "A" attached hereto and made a part hereof.

Signed and executed this 16th day of April, 1984.

PACIFIC TRANSMISSION SUPPLY COMPANY

By: H. G. Culp
H. G. Culp, Attorney-in-Fact

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 16th day of April, 1984, before me, Beverly J. Crawford, a Notary Public in and for said City, appear H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he subscribed the name of said company thereto as principal, and his own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

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

OFFICIAL SEAL
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986

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

201121

RECORDED May 4 1984 2:00 P M
IN BOOK 77 D&O PAGE 317
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

EXHIBIT "A"

and made a part of that certain Partial Release of Overriding and Net Profits Interest dated April 16, 1984, executed by Pacific Transmission Supply Company.

State of Wyoming
County of Sublette
Page 1 of 2

NGC Lease No.	Federal Lease Serial No.	Lease Effective Date	Description	Acres	Formations
446.012.0	W-0320387 608605	11/1/65	Township 29 North, Range 115 West, 6th P.M. Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2	644.16	All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.
446.013.0	W-0320841-A 608696	12/1/65	Township 29 North, Range 114 West, 6th P.M. Section 32: Lots 1, 2, 3, 4, N/2S/2, N/2 (All)	662.95	same as above.
446.014.0	W-0322677 607946	4/1/66	Township 29 North, Range 115 West, 6th P.M. Section 15: All	640.00	same as above.
446.015.0	W-0323141 607932	3/1/66	Township 29 North, Range 115 West, 6th P.M. Section 24: E/2	320.00	same as above.
446.016.0	W-0325131 608061	6/1/66	Township 29 North, Range 115 West, 6th P.M. Section 24: W/2 Section 25: All	960.00	same as above.
446.017.0	W-1333 608681	10/1/66	Township 29 North, Range 115 West, 6th P.M. Section 22: All Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4	1,240.00	same as above.

NGC Lease No.	Federal Lease Serial No.	Lease Effective Date	Description	Acres	Formations
446.018.0	W-1334 608405	10/1/66	Township 29 North, Range 115 West, 6th P.M. Section 23: All Section 26: All	1,280.00	same as above.
446.019.0	W-2702 608699	1/1/67	Township 29 North, Range 115 West, 6th P.M. Section 28: E/2	320.00	same as above.
446.020.0	W-36057 621747	10/1/66	Township 29 North, Range 114 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4 (All)	638.34	same as above.
446.021.0	W-36058 621753	3/1/67	Township 29 North, Range 115 West, 6th P.M. Section 21: E/2 Section 27: SW/4SW/4 Section 33: Lots 3, 4, NE/4, N/2SE/4 (E/2)	678.92	same as above.
446.022.0	W-36060 621754	6/1/67	Township 29 North, Range 115 West, 6th P.M. Section 33: Lots 1, 2, NW/4, N/2SW/4 (W/2)	319.00	same as above.
446.023.0	W-5702 608705	6/1/67	Township 29 North, Range 115 West, 6th P.M. Section 21: W/2 Section 28: W/2	640.00	same as above.

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 August 1, 1972, bearing serial number Wyoming 35983, by and between the United States of America, Lessor, and Joseph Thomas, Lessee, situated in Sublette County, Wyoming, covering the following described lands, to-wit:

Township 31 North, Range 114 West, 6th P.M.
Sec. 2: W½SW¼
Containing 80.00 acres, m/l

201122

RECORDED May 4 1984 2:00 PM
IN BOOK 71 Ovr PAGE 320
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

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.

SEAL

IN WITNESS WHEREOF, this document is executed this 4 day of January, 19 84.

ATTEST:
Pamela A. Seed
Trust Officer

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

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 this 4 day of January, 19 84. No. 1 Dated January 12, 1962

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

94216-5

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Cheyenne, Wyoming

In the Matter of: OIL AND GAS LEASE)
)
SERIAL NO. W-46974) SURRENDER AND TERMINATION
) OF LEASE
Gus Carras, LESSEE)

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the undersigned is the record title holder of Oil and Gas Lease Serial No. W-46974 covering 1280.00 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 36 North, Range 109 West, 6th P.M.
Section 8: W½, SE¼
Section 16: W½NW¼, N½SW¼, SE¼SW¼
Section 17: N½NE¼, SE¼NE¼
Section 21: W½NE¼, E½W½, SE¼
Section 28: E½NW¼

201123

RECORDED May 4 1984 2:00 P M
IN BOOK 71 Deed PAGE 321
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurin

Relinquishment accepted and lease cancelled effective MAR 3 0 1984

Doris M. Miller
for ACTING Chief, Oil & Gas Section

APR 0 6 1984

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 March, 1984.

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)

T42N-R116-5

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Cheyenne, Wyoming

In the Matter of: OIL AND GAS LEASE)
)
SERIAL NO. W-46974) SURRENDER AND TERMINATION
) OF LEASE
Gus Carras, LESSEE)

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Township 36 North, Range 109 West, 6th P.M.
Section 8: W½, SE¼
Section 16: W½NW¼, N½SW¼, SE¼SW¼
Section 17: N½NE¼, SE¼NE¼
Section 21: W½NE¼, E½W½, SE¼
Section 28: E½NW¼

201123

RECORDED May 4 1984 2:00 P M
IN BOOK 71 Deed PAGE 321
FEES $6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Relinquishment accepted and lease cancelled effective MAR 30 1984

Doris M. Miller
for ACTING Chief, Oil & Gas Section APR 06 1984

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 March, 1984.

CHEVRON U.S.A. INCORPORATED FEBRUARY 25, 1912 CALIFORNIA

Chevron U.S.A. Inc., Lessee

By E.C. Hemble
Its Assistant Secretary

SURRENDER OF U.S. LEASE VPC/WMB 5-21-63 CW-725 (D 11/6)

321

FOR ASSIGNEE

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 March 19 84.

NOTARIAL

My commission expires:
December 21, 1985
200 S. Colorado Blvd.
Denver, Co 80222

Cynthia M. Carlson
Notary Public

FOR ASSIGNMENT

CW-741-1(D 6/7)

6-4910151/4910151

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Name, Street, City, State, Zip Code:
Frank V. Hunsinger
30H Jane Lacy Drive.
Endicott, New York 13760

W-84465
(Serial Number)

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

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

T. 27 N., R. 111 W., 6th Prin Mer
Sec 13: S½

201128

RECORDED May 7 1984 8:04 A.M.
IN BOOK 71 Misc PAGE 323
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Deuel

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

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

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 Frank V. Hunsinger
(Offeror/Lessee Signature)

By Thomas W. Lance
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

(Title)

MAY 20 1983
(Date)

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

4/24/83
(Date Signed)

Effective date of lease: JUN 1 1983

FOR LESSEE

323

LEASE TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

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

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

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

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

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

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

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

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

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

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

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

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

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

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts, and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements 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]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

District Manager (Address, include zip code)
District Manager
Bureau of Land Management
P. O. Box 1869
Rock Springs, Wyoming 82901

Management Agency (name)	Address (include zip code)

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

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Manager, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation. An environmental analysis will be made by the Bureau of Land Management in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of distrubed lands.

3. Upon completion of said environmental analysis, the District Manager as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

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

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

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

CULTURAL RESOURCES STIPULATION

The Federal surface management agency is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any suface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the authorized officer of the surface management agency or BLM as appropriate, shall:

1. Contact the appropriate BLM office on lands managed by BLM or the appropriate surface managing agency on lands where the surface is administered by such agency to determine if a site specific cultural resource inventory is required. If a survey is required, then;

2. Engage the services of a qualified cultural resource specialist acceptable to the Federal surface management agency to conduct an intensive inventory for evidence of cultural resource values;

3. Submit a report acceptable to the authorized officer of the surface management agency; and

4. Implement mitigation measures required by the surface management agency to preserve or avoid destruction of cultural resource values. Mitigation may include relocation of proposed facilities, testing and salvage or other protective measures. Where impacts cannot be mitigated to the satisfaction of the surface managing agency, surface occupancy on that area must be prohibited.

The lessee or operator shall immediately bring to the attention of the Bureau of Land Management or the authorized officer of the Federal surface management agency any cultural resources or any other object of scientific interest discovered as a result of surface operations under this lease, and not disturb such discoveries until directed to proceed by the Bureau of Land Management.

Date 4/24/83 Signature Frank K. Hunsinger

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

4/24/83
Date

Frank V. Hornsager
Signature

No occupancy or other surface disturbance will be allowed on slopes in excess of 20 percent, without written permission from the District Manager, Bureau of Land Management.

4/24/83
DATE

Frank V. Hornsinger
SIGNATURE

Form 3106-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-84465

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Cities Service Oil and Gas Corporation
~~900 Colorado State Bank Building~~
~~1600 Broadway~~
~~Denver, Colorado 80202~~
P. O. BOX 300
TULSA, OK 74102

6-- 49151
File 49151

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1983, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

SUBLETTE COUNTY, WYOMING
Township 27 North, Range 111 West
Section 13: S½
320.00 Acres

201139

RECORDED May 7 1984 8:00 AM
IN BOOK 71 Oil & Gas PAGE 329
FEES 8.00 Lenda Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McEwen

APPROVED AS TO RECORD TITLE ONLY

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Five percent of eight-eighths (5% of 8/8ths)

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

I CERTIFY That the 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 November, 1983

Judith A. Holcomb
(Assignor's Signature)

Judith A. Holcomb, President
J. R. HOLCOMB ASSOCIATES, INC.

P.O. Box 177
(Assignor's Address)

Englewood, Colorado 80151
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA APPROVED AS TO RECORD TITLE ONLY

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective FEB 1 1984

By Ellen Peterson
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

APR 19 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 the provisions of 43 CFR 3106*

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FOR ASSIGNEE

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation A DELAWARE
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this 22nd day of December , 19 83

CITIES SERVICE OIL AND GAS CORPORATION

Dean Athens, Attorney-In-Fact
(Assignee's Signature)
FOR
CITIES SERVICE OIL AND GAS CORPORATION

P. O. BOX 300, TULSA, OK 74102
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate BLM office. A $25 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

RETURN TO: 29870
CITIES SERVIC[redacted]AND GAS CORP.
[redacted]

ACKNOWLEDGEMENT (For use by Corporation)

State of **COLORADO**

County of **ARAPAHOE** } ss

On this 30th day of November, A. D. 1983, before me personally appeared **JUDITH A. HOLCOMB**, to me personally known, who, being by me duly sworn, did say that **she** is the **President** of **J. R. HOLCOMB ASSOCIATES, 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 **JUDITH A. HOLCOMB** acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal this 30th day of November

Jaye L. Wilson
Notary Public

My Commission expires
9-28-84

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

Judith A. Holcomb, P.O. Box 177, Englewood, Colorado 80151

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have 10 days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the 10th day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification Judith A. Holcomb

Executed this **30th** day of **November**, 19**83**

APPROVED AS TO RECORD TITLE ONLY

OPERATING RIGHTS ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That Natural Gas Corporation of California of Four Embarcadero Center, Suite 1400, San Francisco, California 94111, assignor, being lessee, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 66-16684, and covering land situated in Sublette County, described as follows:

Township 29 North, Range 115 West, 6th P.M.
Section 16: 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 Exxon Corporation of P.O. Box 2305, Houston, TX 77252, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land and formations:

Township 29 North, Range 115 West, 6th P.M.
Section 16: All

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

and containing 640.00 acres, more or less, subject to prior reservation of overriding royalty of (3%) three percent.

TO HAVE AND TO HOLD unto the said Exxon 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.

THIS ASSIGNMENT is made without any representations or warranties of title, either expressed or implied.

IN WITNESS WHEREOF, this instrument is executed this 18th day of April, 1984.

WITNESS:

NATURAL GAS CORPORATION OF CALIFORNIA

201158

By: Shirley P. Reeder
Shirley P. Reeder, Attorney-in-Fact

RECORDED May 7 1984 3:00 PM
IN BOOK 71 Misc PAGE 332
FEES $6.00 Lana J. York COUNTY CLERK
SUBLETTE [illegible] WYOMING
[illegible] Dorothy M. [illegible]

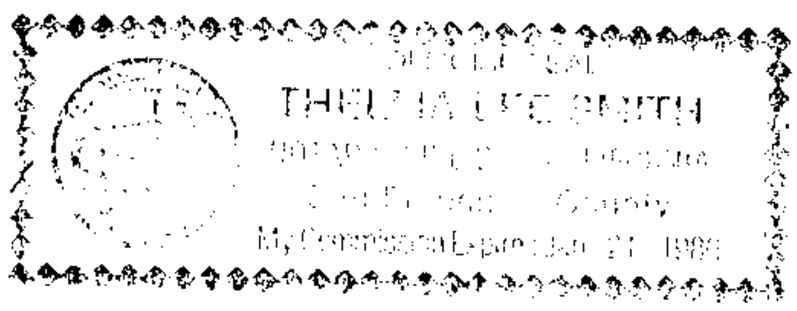
[illegible] 001

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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



Thelma Lee Smith
Notary Public in and for said
City, County and State

608680 001

#4516

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 August 1, 1972, bearing serial number Wyoming 35983, by and between the United States of America, Lessor, and Joseph Thomas, Lessee, situated in Sublette County, Wyoming, covering the following described lands, to-wit:

Township 31 North, Range 114 West, 6th P.M.
Sec. 2: W½SW¼
Containing 80.00 acres, m/l

201159

RECORDED May 7 1984 3:00 PM
BOOK 71 Orig PAGE 334
4.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Linn

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 but 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.

Pamela A. Snell
Trust Officer

Wyoming National Bank of Casper, Trustee
for the Jacqueline Eve Chorney Trust No. 1
Dated January 4, 1963

BY: James R. Watson
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 No. 1 Dated January 4, 1963 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

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, DIAMOND CHEMICALS COMPANY (formerly Diamond Shamrock Corporation) P. O. Box 631, Amarillo, TX assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 66-15523, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 112 West, 6th P.M.
Sec. 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and no/100---- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto DIAMOND SHAMROCK EXPLORATION COMPANY of P. O. Box 631, Amarillo, TX 79173, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same land as described above

20160

RECORDED May 7 1984 3:00 P M
IN BOOK 71 Misc PAGE 335
FEES 4.00 Laura York COUNTY CLERK
by Dorothy McGuire DEPUTY CLERK

and containing 640.00 acres, more or less, reserving, however, unto assignor none, but subject to any previously reserved overriding royalties

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

IN WITNESS WHEREOF, this instrument executed this 1st day of November, 1983

WITNESS:

DIAMOND CHEMICALS COMPANY
Assignor-Lessee

By William B. Nance, Attorney-in-Fact ~~President~~

Attest:

(SEAL)

Secretary

*** 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.

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 1st day of November, A. D. 19 83, before me personally appeared William B. Nance, to me personally known, who, being by me duly sworn, did say that he is the attorney-in-fact of DIAMOND CHEMICALS 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 William B. Nance acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of November, A. D. 19 83

(SEAL)

Notary Public
410 17th St., #600
Denver, CO 80202

My Commission expires: October 14, 1984

Assignment approved by Land Commissioners: March 15, 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 16, 1984

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

ls

10M—4-77

335

Form 3106 – 5 [redacted]
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FO[redacted]OVED
OMB [redacted]-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Hubert S. Miller, Jr.

Address *(include zip code)*
1812 Sylvan Avenue
Dallas, Texas 75208

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Sec. 13: N½NE¼ Sec. 17: E½NW¼, NE¼SW¼, SW¼SE¼ Contains 240.00 acres. Sublette County, Wyoming.	

201165

RECORDED May 8 1984 8:00 M
IN BOOK 11 Oil & Gas PAGE 332A
OF Sublette County RECORDS 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%

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 9th day of January, 19 84.

Leland Capital Corporation
by Constance Delois Hamilton
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

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

332A

3334

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 2 day of FEB, 1984.

Constance Delois Hamilton
(Assignee's Signature)

1812 SYLVAN AVE
(Assignee's Address)

DALLAS TEXAS 75208
(City) (State) (Zip Code)

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

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9th, 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President, and~~ MOG BROKER ~~Secretary~~ of the ~~Corporation that executed the within Instrument, and~~ Leland Capital Corp.

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

EE

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-65484

Lease effective date
12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

George Bayer

Address (include zip code)
1520 Marion
Hoquiam, WA 98550

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 PM

Sec. 24: $NW\frac{1}{4}SE\frac{1}{4}$

Contains 40.00 acres.

Sublette County, Wyoming.

Assignment approved as to lands described below

201166

RECORDED May 8 1984 8:00 AM
71 Ord PAGE 334A
6.00 Lauri J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stivers

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 19 84.

Leland Capital Corporation
by Constance Delores Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 [redacted] ions of 43 CFR 3106.

3354

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 30th day of January, 1984.

George Bauer
(Assignee's Signature)

1520 Marion St.
(Assignee's Address)

Hoquiam, WA. 98550
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,
COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 1984
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the President and MOG Broker of Leland Capital Corp.
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

ACKNOWLEDGMENT--Corp.--Pres. & Sec.--Wolcotts Form 226--Rev. 3-64

Dennis McCarthy
Notary Public in and for said State.

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 - 859

DEE

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM A.A.P.L. NO. 757
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800 TULSA, OK 74101

RE: 50-000100-00

AAPL FORM 757

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, AMAREX, INC., hereinafter referred to as "Lessee", is the present owner of all rights, title, and interest under that certain Oil, Gas and Mineral Lease dated April 9, 19 81, executed by Ira E. Sandlin, a widower, as Lessor, and recorded in Book 61 O&G at Page 526, Records of Sublette County, State of Wyoming, covering the following described land situated in the said County and State:

Township 33 North, Range 108 West, 6th P.M.

Section 26: SW¼
Section 34: SE¼NE¼, N½SE¼, SE¼SE¼
Section 35: W½

201167

RECORDED May 8 1984 8:00 A.M.
IN BOOK 71 O&G PAGE 336
FEES $6.00 Lee J Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Atkins

AND WHEREAS, the undersigned desire to adopt, ratify and confirm said Lease insofar as it covers all of the right, title and interest of the undersigned in and to the above-described land, and to set out the division of interests in and to any rental payments which may be made under said Lease:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby adopt, ratify and confirm said Lease and hereby grant, lease and let unto Lessee the above-described lands subject to and in accordance with all of the terms and provisions of said Lease.

The undersigned further authorize Lessee, its successors and assigns, to pay any rentals which may be paid under the terms of said Lease in the proportions set out below and to the respective depositories herein specified or, at Lessee's option, to the depository named in said Lease; and payments so made will fully protect and extend said Lease as to the entire interest of each of the undersigned notwithstanding that any of the undersigned owns a larger or smaller interest than the amount herein bears to the acreage involved.

CREDIT TO	AMOUNT	DEPOSITORY
Letty Jensen Pinedale, Wyoming 82941	$ 64.00	

The above division covers the payment of delay rentals only and does not purport to cover royalties.

This agreement is binding upon the heirs, successors, legal representatives, and assigns of the undersigned regardless of whether all parties named in the above division of interests join in its execution.

EXECUTED this ~~fifth~~ fourth day of April, 19 84.

Letty Jensen
Letty Jensen
Social Security # 520-38-8729

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 4th day of April, 1984, personally appeared Kathy Jensen, 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.

Jan W. Taylor
NOTARY PUBLIC

My Commission Expires:

February 5, 1987

Return to:
Lease Records
Amarex, Inc.
P. O. Box 1678
Okla. City, OK 73101

APPROVED FORM [redacted] P.L. NO. 757
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800 TULSA, OK 74101

RE: 50-000100-00

AAPL FORM 757

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, AMAREX, INC., hereinafter referred to as "Lessee", is the present owner of all rights, title, and interest under that certain Oil, Gas and Mineral Lease dated April 9, 1981, executed by Ira E. Sandlin, a widower, as Lessor, and recorded in Book 61 O&G at Page 526, Subletter Records of Sublette County, State of Wyoming, covering the following described land situated in the said County and State:

Township 33 North, Range 108 West, 6th P.M.

Section 26: SW¼
Section 34: SE¼NE¼, N½SE¼, SE¼SE¼
Section 35: W½

201168

FILED May 8 1984 8:10 A M
BOOK 71 Misc PAGE 338
Lou Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

AND WHEREAS, the undersigned desire to adopt, ratify and confirm said Lease insofar as it covers all of the right, title and interest of the undersigned in and to the above-described land, and to set out the division of interests in and to any rental payments which may be made under said Lease:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby adopt, ratify and confirm said Lease and hereby grant, lease and let unto Lessee the above-described lands subject to and in accordance with all of the terms and provisions of said Lease.

The undersigned further authorize Lessee, its successors and assigns, to pay any rentals which may be paid under the terms of said Lease in the proportions set out below and to the respective depositories herein specified or, at Lessee's option, to the depository named in said Lease; and payments so made will fully protect and extend said Lease as to the entire interest of each of the undersigned notwithstanding that any of the undersigned owns a larger or smaller interest than the amount herein bears to the acreage involved.

CREDIT TO	AMOUNT	DEPOSITORY
Jimmie Ditton 1127 Palisades Court Rock Springs, Wyoming 82901	$ 64.00	

The above division covers the payment of delay rentals only and does not purport to cover royalties.

This agreement is binding upon the heirs, successors, legal representatives, and assigns of the undersigned regardless of whether all parties named in the above division of interests join in its execution.

EXECUTED this _____ day of _____, 19____.

Jimmie Ditton

Jimmie Ditton
Social Security #
520 - 52 - 7965

STATE OF Wyoming)
) SS.
COUNTY OF Sweetwater)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 3 day of April, 1984, personally appeared Jimmie Ditto, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Patty Nelson
NOTARY PUBLIC

My Commission Expires:
1-31-85

Return to:
Lease Records
Amarex, Inc.
P. O. Box 1678
Okla. City, OK 73101

[redacted]

[redacted]

APPROVED FORM
AMERICAN ASSOCIATION OF [redacted] LANDMEN
P.L. NO. 757
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800 TULSA, OK 74101

RE: 50-000100-00

AAPL FORM 757

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, AMAREX, INC., hereinafter referred to as "Lessee", is the present owner of all rights, title, and interest under that certain Oil, Gas and Mineral Lease dated April 9, 19 81, executed by Ira E. Sandlin, a widower, as Lessor, and recorded in Book 61 O&G at Page 526, Records of Sublette County, State of Wyoming, covering the following described land situated in the said County and State:

Township 33 North, Range 108 West, 6th P.M.

Section 26: SW¼
Section 34: SE¼NE¼, N½SE¼, SE¼SE¼
Section 35: W½

201169

RECORDED May 8 1984 8:00AM
IN BOOK 71 O&G PAGE 340
FEES $6.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

AND WHEREAS, the undersigned desire to adopt, ratify and confirm said Lease insofar as it covers all of the right, title and interest of the undersigned in and to the above-described land, and to set out the division of interests in and to any rental payments which may be made under said Lease:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby adopt, ratify and confirm said Lease and hereby grant, lease and let unto Lessee the above-described lands subject to and in accordance with all of the terms and provisions of said Lease.

The undersigned further authorize Lessee, its successors and assigns, to pay any rentals which may be paid under the terms of said Lease in the proportions set out below and to the respective depositories herein specified or, at Lessee's option, to the depository named in said Lease; and payments so made will fully protect and extend said Lease as to the entire interest of each of the undersigned notwithstanding that any of the undersigned owns a larger or smaller interest than the amount herein bears to the acreage involved.

CREDIT TO	AMOUNT	DEPOSITORY
Sylvia Tronquet Boulder, Wyoming 82923	$ 64.00	

The above division covers the payment of delay rentals only and does not purport to cover royalties.

This agreement is binding upon the heirs, successors, legal representatives, and assigns of the undersigned regardless of whether all parties named in the above division of interests join in its execution.

EXECUTED this 15th day of May, 1984.

Sylvia Tronquet
Sylvia Tronquet
Social Security # 520-58-1636

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 1st day of May, 1984, personally appeared Sylvia Tranquet, 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.

Jan N. Taylor
NOTARY PUBLIC

My Commission Expires:

January 5, 1987

[redacted]

Return to:
Lease Records
Amoco, Inc.
P. O. Box 1678
Okl[redacted]OK 7310[illegible]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-73775

Lease effective date
August 1, 1965

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Davis Oil Company

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, 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: SW/4, NW/4SE/4, S/2SE/4

Sublette County, Wyoming

201177

Assignment approved as to lands described below

RECORDED May 9 1984 8:00 AM
IN BOOK 71 Oil PAGE 342
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stinson

3. Specify [redacted] record title interest being conveyed to assignee	100.0%
4. Specify [redacted] 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	5.8%

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 30th day of April, 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.

Land/MPM

342

D-5632-1

3-13

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.

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

On this 30th 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

Mike Manning
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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 AP[redacted]
OMB NO. 10[redacted]
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-0318323

Lease effective date
August 1, 1965

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 17th Street, Suite 1400
Denver, 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: N/2

Sublette County, Wyoming

201178

Assignment approved as to lands described below

RECORDED May 9 1984 8:00 A M
IN BOOK 71 Misc PAGE 344
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

3. Specify ~~interest in county~~ assignor's record title interest being conveyed to assignee	100.0%
4. Specify ~~interest in county~~ 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	6.3%

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 30th day of April, 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/MPM 3141 D-5632

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

On this 30th 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 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 [redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-5192

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 109 West, 6th P.M.

Section 19: Lots 1, 2, E/2NW/4, NE/4
Section 21: All
Section 21: S/2

Sublette County, Wyoming

201179

RECORDED May 9 1984 8:00A M
IN BOOK 71 Misc PAGE 346
FEES $ 6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Assignment approved as to lands described below

3. Specify [redacted] record title interest being conveyed to assignee	100.0%
4. Specify [redacted] 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 30th 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

346

D-5718

347

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

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

On this 30th 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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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-65484

Lease effective date 12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Helen L. Barrett

Address *(include zip code)*
1250 N. E. 87th Street
Miami, FL 33138

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 24: NW1/4NE1/4 Containing 40.00 acres Sublette County, Wyoming	

201180

RECORDED May 9 1984 8:00 AM
IN BOOK 71 Or U PAGE 348
FEES $6.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevie

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 19 84.

Leland Capital Corporation

By: _____ 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, NY 10530
(City) (State) (Zip Code)

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

43 CFR 3106

3519

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 3 day of March, 19 84

Stephen L. Barrett
(Assignee's Signature)

1250 NE 87th Street
(Assignee's Address)

Miami Fla 33138
(City) (State) (Zip Code)

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

... 3. EFFECTIVE DATE OF ASSIGNMENT – Assignment if ...

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 19 84
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ known to me to be the ~~xxxxxxxxxxxxxxxx~~ Secretary of Leland Capital Corp
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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 837-859

PARTIAL RELEASE

OF

OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release and convey unto Natural Gas Corporation of California at Four Embarcadero Center, Suite 1400, San Francisco, California 94111 all of its overriding royalty and contingent interest in net profits reserved in an Assignment dated April 18, 1980, from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar as said interests cover the lease, lands and depths described herein, to-wit:

State of Wyoming
Date of Lease: November 2, 1966
Serial Number: 66-16684
Description: Township 29 North, Range 115 West, 6th P.M.
Section 16: All
Containing 640.00 acres, more or less.
Sublette County, Wyoming

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

201188

Signed and executed this 16th day of April, 1984.

RECORDED May 9 1984 1:00 P M
IN BOOK 71 Oil PAGE 350
FEES $4.00 Lorie Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McSteen

PACIFIC TRANSMISSION SUPPLY COMPANY

By: H. G. Culp
H. G. Culp, Attorney-in-Fact

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 16th day of April, 1984, before me, Beverly J. Crawford, a Notary Public in and for said City, County, and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he subscribed the name of said company thereto as principal, and his own name as Notary Public and acknowledged to me that such company executed the same.

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

OFFICIAL SEAL
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986

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

608680 001

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]
OMB NO [redacted]034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Walter O. Anger

Address *(include zip code)*
6177 Depew Street
Arvada, CO 80003

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 14: $SW\frac{1}{4}SE\frac{1}{4}$

Containing 40.00 Acres
Sublette County, WY

Assignment approved as to lands described below

201189

RECORDED May 9 1984 1:00 P M
IN BOOK 71 Ox & PAGE 357
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClain

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 19 84.

LELAND CAPITAL CORPORATION

By: _____
(Assignor's Signature)

141 South Central Park
(Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 7th day of May, 1984.

Walter O. Conger
(Assignee's Signature)

6177 Kleppers. St
(Assignee's Address)

Arvada Colo. 80003
(City) (State) (Zip Code)

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

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, ~~xxxx

Form 3106 – 5 [redacted]
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR[redacted]VED
OMB [redacted]0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
James L. Covert

Address *(include zip code)*
8612 Blackpool Drive
Louisville, KY40222

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below

T. 29 N., R. 103 W., 6th PM

Section 13: SE1/4NW1/4, SW1/4NE1/4

Containing 80.00 acres
Sublette County, Wyoming

201205

RECORDED May 11 1984 8:00 A.M.
BOOK 11 Deed PAGE 353
FEES $6.00 Lorna Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 19 84 .

Leland Capital Corporation

By: _____
(Assignor's Signature)

11040 Santa Monica Blvd., Ste 200
(Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

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

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

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

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

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

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

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

Executed this 9 day of April , 19 84 .

James L Barnett
(Assignee's Signature)

8612 Blackpool Dr.
(Assignee's Address)

Louisville KY 40222
(City) (State) (Zip Code)

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

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, [illegible] furnished prior to approval of the assignment.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx known to me to be the xxxxxxxxxxxxxxxxxx Secretary of Leland Capital Corp the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

(1) The adjudication of the [illegible] 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 [redacted] to report this information under provi[redacted] 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]D
OMB NO. 1004-0134
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65484

Lease effective date 12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Thomas F. Ford

Address *(include zip code)*
1011 North Webster
Taylorville, IL 62568

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 23: NW1/4NW1/4 Containing 40.00 acres Sublette County, Wyoming 201206 RECORDED May 11 1984 8:00 A.M. IN BOOK 71 Deed PAGE 355 FEES $6.00 Laura Yake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING Dorothy M. Stevens	

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 9 day of January, 1984.

Leland Capital Corporation

By: [signature]
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, NY 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 21 day of March , 19 84 .

Thomas J. Ford
(Assignee's Signature)

1011 North Webster
(Assignee's Address)

Taylorville, Illinois 62568
(City) (State) (Zip Code)

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

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.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxx

-5
r 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB N[redacted]034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Dr. James M. Killian

Address *(include zip code)*
10215 SugarHill
Houston, Texas 77042

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 13: NW1/4NW1/4 15: NE1/4SW1/4, NW1/4SE1/4, S1/2NE1/4SE1/4 Containing 140.00 acres Sublette County, Wyoming	

201207

RECORDED May 11 1984 8:00A M
IN BOOK 71 Oil & Gas PAGE 357
FEES $6.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M Ellison

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 1984.

Leland Capital Corporation

By: [signature]
(Assignor's Signature)

11040 Santa Monica Blvd., Ste 200
(Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

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

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

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

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

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

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

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

Executed this 26th day of March, 1984.

James M Kellum
(Assignee's Signature)

10215 Sugar Hill
(Assignee's Address)

Houston Tx 77042
(City) (State) (Zip Code)

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

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.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxx

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB No. [redacted]034
Expires: [redacted] 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65484

Lease effective date
12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Roux Wire Die, Inc.

Address *(include zip code)*
Clear Rd.
Oriskany, NY 13424

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 PM

Sec. 24: $SE\frac{1}{4}SW\frac{1}{4}$

Contains 40.00 acres.

Sublette County, Wyoming.

201208

Recorded May 11 1984 8:00 A.M.
Book 71 Oil & Gas PAGE 359
Fees $6.00 Lou J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Deluce

Assignment approved as to lands described below

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

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 9th day of January , 19 84 .

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 13th day of January , 19 84 .

(Assignee's Signature)

Roux Wire Die, Inc.

Clear Road,
(Assignee's Address)

Oriskany, NY. 13424
(City) (State) (Zip Code)

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

COUNTY OF Los Angeles } ss.

ON January 9, 19 84,

before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President, or~~ MOG BROKER ~~Secretary, or~~ of Leland Capital Corp

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

ae Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

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

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

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

[redacted] [redacted] [redacted] PO 837 – 869

orm 3106 - 5
October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM AF
OMB NO.
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65482

Lease effective date 2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Roux Wire Die, Inc., Richard B. Roux, Pres.

Address (include zip code)
Roux Wire Co., Clear Rd.
Oriskany, NY 13424

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 PM

Section 14: SE1/4SE1/4

Containing 40.00 acres
Sublette County, Wyoming

201209

RECORDED May 11 1984 8:00A M
IN BOOK 71 Oil & Gas PAGE 361
FEES $6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

Assignment approved as to lands described below

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

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 9 day of January, 19 84.

Leland Capital Corporation

By: _____
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, NY 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 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 21 day of March , 19 84 .

(Assignee's Signature)

Roux Wire Die, Inc.
Clear Road
(Assignee's Address)

Oriskany New York 13424
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,
COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and ~~known to me~~ to be the ~~Secretary~~ of Leland Capital Corp
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-65482

Lease effective date
02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Matilda M. Siefert

Address *(include zip code)*
2534 Taylor Street
Hollywood, FL 33020

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 15: $SE\frac{1}{4}SW\frac{1}{4}$

Containing 40.00 Acres
Sublette County, WY

Assignment approved as to lands described below

201210

RECORDED May 11 1984 8:00 A M
IN BOOK 71 Deed PAGE 363
FEES $6.00 Lois J 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	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 9 day of January, 19 84.

LELAND CAPITAL CORPORATION

By: _____
(Assignor's Signature)

141 South Central Park Avenue
(Assignor's Address)

Hartsdale New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 7th day of May, 1984.

Matilda M. Siefert
(Assignee's Signature)

2534 Taylor St.
(Assignee's Address)

Hollywood, Fla. 33020
(City) (State) (Zip Code)

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

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 [illegible] portions. It

STATE OF CALIFORNIA,

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and ~~xxxx

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-65482

Lease effective date
02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Joesph Wagenseller

Address *(include zip code)*
6 Clifford Lane
Westport, CT 06880

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: $SW\frac{1}{4}NW\frac{1}{4}$

Containing 40.00 Acres
Sublette County, Wyoming

201211

Assignment approved as to lands described below

RECORDED May 11 1984 8:00 AM
BOOK 71 Deed PAGE 365
FEES $ 6.00 Lauri 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	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 1984 .

LELAND CAPITAL CORPORATION

By: _____
(Assignor's Signature)

141 South Central Park Avenue
(Assignor's Address)

Hartsdale New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 23rd day of March, 1984.

Joseph P. Wagenvelder
(Assignee's Signature)

6 Clifford Lane
(Assignee's Address)

Westport Ct. 06880
(City) (State) (Zip Code)

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

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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and [illegible] known to me to be the [illegible] Secretary of Leland Capital Corp
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

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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 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB N[redacted]034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Maynard H. Whitney

Address *(include zip code)*
15111 Glade Drive, Apt. 3A
Silver Spring, MD 20906

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 15: SW1/4NW1/4 Containing 40.00 acres Sublette County, Wyoming 20142	

RECORDED May 11, 1984 8:00 AM
IN BOOK 71 Misc PAGE 367
FEES 6.00 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	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 9 day of January, 19 84.

Leland Capital Corporation

By: [signature]
(Assignor's Signature)

11040 Santa Monica Blvd., Ste 200
(Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

Executed this 23rd day of March, 1984.

Joseph P. Wagenblast
(Assignee's Signature)

6 Clifford Lane
(Assignee's Address)

Westport Ct. 06880
(City) (State) (Zip Code)

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

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3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. 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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx known to me to be the xxxxxxxxxxx Secretary of Leland Capital Corp the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

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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)).

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

GPO 837 - 859

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR [redacted]VED
OMB [redacted]-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Gary Wieck

Address *(include zip code)*
R & G Oil Co., 600 Cleveland St.
Waterloo, IA 50701

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 23: NW1/4SW1/4, Containing 40.00 acres Sublette County, Wyoming 201213	

RECORDED May 11 1984 8:00 A M
IN BOOK 71 Misc PAGE 369
FEES $6.00 Lois J. Yadon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurman

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 1984.

Leland Capital Corporation

By: [signature] 11040 Santa Monica Blvd., Ste 200
(Assignor's Signature) (Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

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

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

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

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

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

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

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

Executed this 3rd day of April, 1984.

Arco Oil Co.
Thomas Lewis
(Assignee's Signature)

Geo Cleveland
(Assignee's Address)

Waterloo Iowa 50701
(City) (State) (Zip Code)

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

INSTRUCTIONS

[illegible] for assignment of record title | 3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ known to me to be the ~~xxxxxxxxxxx~~ Secretary of Leland Capital Corp

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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 [redacted] to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] Federal #40-[redacted]
East Bird Canyon 1979-1
WY-293

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 EMI 2nd, c/o Sumners, Miller and Clark, Attorneys-at-Law, 1616 Glenarm Place, Denver, Colorado 80202 ("ASSIGNEE") an undivided 6.62964% 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 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. 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. (as predecessor in interest to Energetics Operating Company), 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.

4. This Assignment is made without representation or warranty of title either expressed 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 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.

EXECUTED this 3rd day of May, 1984, but effective as of February 1, 1982.

201204

ENERGETICS OPERATING COMPANY

By Joseph C. Mencin III
Joseph C. Mencin
Agent and Attorney-in-Fact

RECORDED May 11 1984 8:00 A M
IN BOOK 71 Misc PAGE 371
FEES $8.00 Lavina Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:

February 24, 1986

Alice h. Bollenbacher
Notary Public

EXHIBIT "A"

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT DATED ~~APRIL~~ May 3rd, 1984 (but effective February 1, 1982) BY AND BETWEEN ENERGETICS OPERATING COMPANY (ASSIGNOR) AND EMI 2nd (ASSIGNEE).

SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12740	U.S.A. W-54137	Melvin Meester	04/01/76	T27N-R111W Sec. 17: SE¼ Limited in depth from the surface to the stratigraphic equivalent of the depth drilled in the Energetics #40-20 well, located in the SE¼SE¼, Sec. 20, T27N, R111W, Sublette County, Wyoming.	64	328

Federal #30-20
East Bird Canyon 1979-1
WY-293

8

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 EMI 2nd, c/o Sumners, Miller and Clark, Attorneys at Law, 1616 Glenarm Place, Denver, Colorado 80202 ("Assignee") an undivided 5.5247% 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 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. 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.

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 lease 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 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.

EXECUTED this 3rd day of May, 1984

ENERGETICS OPERATING COMPANY

201203

By Joseph C Mencin mlc
Joseph C. Mencin
Agent and Attorney-in-Fact

RECORDED May 11 1984 8:00 A M
IN BOOK 77 Oil PAGE 374
FEES $ 8.00 Lang Yahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires: 5/24/86

Notary Public

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED May 3rd, 1984,
FROM ENERGETICS OPERATING COMPANY TO EMI 2nd

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11170	U.S.A. W-59776	Dorothy Langley	09/01/77	T27N-R111W Section 20: NE¼SW¼ Sublette County, WY	64	278

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB NO [redacted]034
Expires: A[redacted]1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Mary Leo

Address *(include zip code)*
122 Bloomfield
San Antonio, TX 78228

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Sec. 13: $NW\frac{1}{4}SW\frac{1}{4}$ Contains 40.00 acres. Sublette County, Wyoming.	

201217

RECORDED May 11 1984 1:00 PM
IN BOOK 71 Ox PAGE 371
FEES $6.00 Lucy Yahn COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Stowe

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 19 84 .

Leland Capital Corporation
by Constance Delores Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 10 day of January, 1984.

Mary Lee
(Assignee's Signature)

122 Bloomfield
(Assignee's Address)

San Antonio, Ty 78228
(City) (State) (Zip Code)

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

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,

STATE OF CALIFORNIA,

COUNTY OF Los Angeles } ss.

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the President and MOG Broker, known to me to be the Secretary of Leland Capital Corp., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

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

GPO 837 – 869

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-65482

Lease effective date
02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Herbert L. Ridder

Address *(include zip code)*
9311 Rock Meadow Drive
Ellicott City, MD 21043

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 PM

Section 13: NE1/4SE1/4

Containing 40.00 acres
Sublette County, Wyoming

Assignment approved as to lands described below

201218

RECORDED May 11 1984 1:00 P M
IN BOOK 71 Misc PAGE 379
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellison

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

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 19 84 .

eland Capital Corporation

: _____ 11040 Santa Monica Blvd., Ste 200
(Assignor's Signature) (Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

[redacted] [redacted] [redacted]

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 28th day of March, 1984.

Herbert L. Riller
(Assignee's Signature)

9311 Rock Meadow Drive
(Assignee's Address)

Ellicott City Maryland 21043
(City) (State) (Zip Code)

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

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.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx known to me to be the xxxxxxxxxxxx Secretary of Leland Capital Corp, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

(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.

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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

OMB NO [redacted]034
Expires: [redacted] 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

George A. Bailey

Address (include zip code)
184 W. Elm Street
Coal City, IL 60416

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 PM

Sec. 13: $SW\frac{1}{4}SE\frac{1}{4}$

Contains 40.00 acres.
Sublette County, Wyoming.

Assignment approved as to lands described below

201219

RECORDED May 11 1984 1:08 PM
IN BOOK 71 Deed PAGE 381
FEES $6.00 Lori G 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	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 t overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess o 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 fait

Executed this 9 day of January , 19 84.

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

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

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 12 day of JANUARY, 1984.

George A. Bailey
(Assignee's Signature)

184 WEST ELM St
(Assignee's Address)

Coal City, Illinois 60416
(City) (State) (Zip Code)

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

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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President and~~ MOG Broker ~~xxxxxxxxxx~~, ~~xxxxxx~~ to be the ~~xxxxxxxxxxxxxxxxxxxx~~ Secretary of Leland Capital Corp.

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

~~when is required prior to granting a right of~~
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 – 859

Form 3106-14 [redacted]
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. 1004-0034
Expires: August 31, 1985

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

Lease Serial No.
W-0323140

Lease effective date
March 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201220

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 849 PAGE 383
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick (Assignor's Signature) — P.O. Box 500 (Assignor's Address)
L. M. McCormick, Vice President
ATTEST:
William T. Ort, 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, 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.

607931 001

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

JANAE L. SPIDAHL
NOTARY
PUBLIC
STATE OF COLORADO

Janae L. Spidahl
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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] EXHIBIT [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and oth[redacted]nt terms as provided under 4[redacted]06.

[redacted] 607 [redacted] 02

[redacted] [redacted]BIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

607931 001

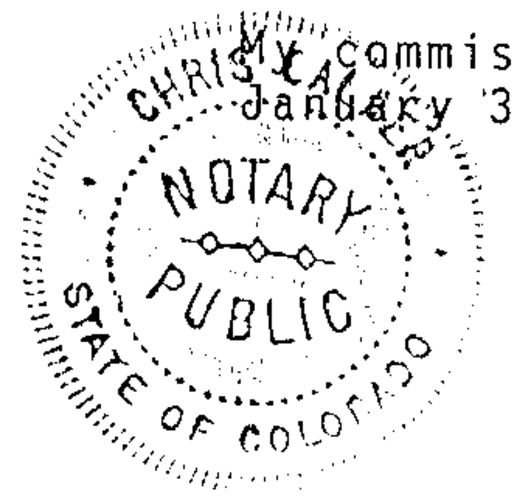
Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
January 30, 1988



Chris Calder
Chris Calder
999 Eighteenth Street
Denver, Colorado 80202

[redacted] [redacted] 607[redacted]001

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-0323140

Lease effective date
March 1, 1966

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

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201222

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 Oth PAGE 389
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

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

607931 001

LEASE SERIAL NO. W-0323140
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3%
7. If any payments ou[redacted]uction have previously been created out [redacted]terest, or if any such payments are being [redacted] under this transfer, assignme[redacted]blease, attach statement giving full det[redacted] amount, [redacted]	

0793100 1

[redacted] LEASE SERI[redacted] W-0323140 [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	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.

807951 001

LEASE SERIAL NO. W-0323140

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

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

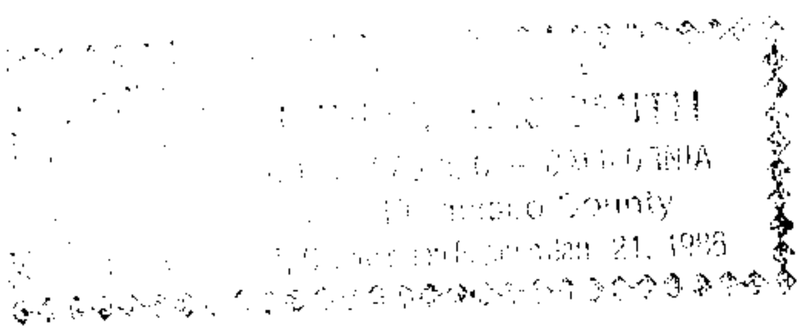
7. If any payments [redacted] roduction have previously been created o[redacted]s interest, or if any such payments are b[redacted]ved under this transfer, assig[redacted] sublease, attach statement giving full [redacted]as to amount, method of payment, and o[redacted]nent terms as

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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



Thelma Lee Smith
Notary Public in and for said
City, County and State

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____ _____
Notary Public

607931 001

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-0322611 (Partial)

Lease effective date
April 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/SW/4
Section 22: All
Section 23: W/2
Containing 1000.00 acres, more or less.

See attached Exhibit for description of land and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201222

RECORDED May 11 1984 1:00 PM
IN BOOK 71 Misc PAGE 395
FEES $18.00 Lou D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)

P.O. Box 500
(Assignor's Address)

L. M. McCormick, Vice President
ATTEST:

William T. Orr
William T. Orr, 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, 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.

607936 001

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

Clarria R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

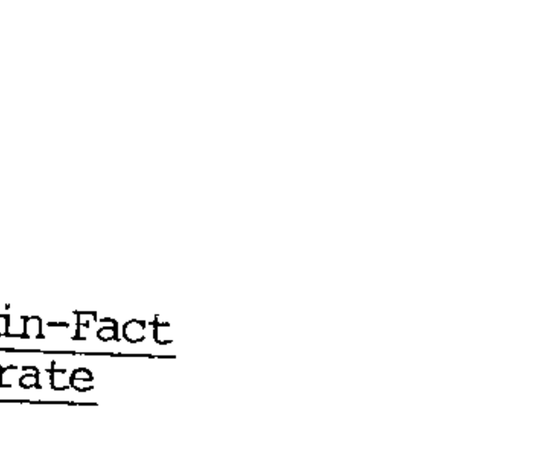
WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.



Notary Public
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

LEASE S[redacted] NO. W-0322611 (Partial) [redacted] AGE 1
[redacted] IBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Section 22: All
Section 23: W/2
Containing 1000.00 acres, more or less

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formations measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and oth[redacted]ent terms as provided under 4[redacted]06.

[redacted]

6 0 [redacted] 6 0 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N–R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N–R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 4.30996 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.15189%
4. Specify interest or percent of operating rights being retained by assignor	3.15807%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and oth[redacted]at terms [redacted] provided under 4[redacted]06.

[redacted] LEASE SE[redacted]O. W-0322611 (Partial) [redacted] PAGE 3
[redacted]IBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.61993 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.30379%
4. Specify interest or percent of operating rights being retained by assignor	6.31614%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
March 30, 1986

Vici H. Coupé
999 Eighteenth Street
Denver, Colorado 80202

[redacted] [redacted] 60[redacted]6 0 01

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-0322611 (Partial)

Lease effective date
April 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Section 22: All
Section 23: W/2
Containing 1000.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201223

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 O+G PAGE 403
FEES $ 16.00 Lois Rhake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED EXHIBIT.
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 1984 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 MAY 04 1984 19 day of April, 19 84.
Exxon Corporation

William R. Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

JANE L. SPIDAL NOTARY PUBLIC STATE OF COLORADO

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIAL [redacted] W-0322611 (Partial) [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.4443 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	8.4443%
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	None

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

[redacted]

The undersigned, as owner of 7.5078 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	7.5078%
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	None

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

LEASE SERIAL NO. W-0322611 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	None

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

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
. Specify interest or percent of operating rights being retained by assignor	None
. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignme[redacted]lease, attach statement giving full det[redacted]o amount, method of payment, and other[redacted] terms as provided under 43 CFR 3106.

[redacted] LEASE SER[redacted]. W-0322611 (Partial) [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	None

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

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	None

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

LEASE SERIAL NO. W-0322611 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	None

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

[redacted]

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)

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

7. If any payment [redacted] production have previously been created [redacted] s interest, or if any such payments are b[redacted]ved under this transfer, assi[redacted] sublease, attach statement giving full [redacted] as to amount, method of payment, and [redacted]

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC -- CALIFORNIA
San Francisco County
My Commission Expires [illegible] 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

Form 3106-14 [redacted]
(September 198[redacted])

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. 1004-0034
Expires: August 31, 1985

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

Lease Serial No.
W-0266371 (Partial)

Lease effective date
January 1, 1964

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4, SW/4 (or S/2)
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 600.00 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201224

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 Misc PAGE 410
FEES $ 18.00 Lois Pfake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

607937 001

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4, SW/4 (or S/2)
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 600.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

[redacted] 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W., 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESS OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 4.30996 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.15189%
4. Specify interest or percent of operating rights being retained by assignor	3.15807%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.61993 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE¼
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.30379%
4. Specify interest or percent of operating rights being retained by assignor	6.31614%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

[redacted] T [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

[illegible] L. SPRUCE
NOTARY

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

...1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
...uant to the law (43 CFR 3106–3(c)).
...cord of lease assignment.
...a benefit.

GPO 836 • 844

...to the assignee shown above, the ... percent of op... Section 15: ... Containing 600.0 ... Township 28 North, Ra... Section 14: SE¼, ... Lands affected by this transfer ... March ... Tr... Ass... Section 15: N/2S

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
May 15, 1984

Tracy Wilkins
999 Eighteenth Street
Denver, Colorado 80202

607937 001

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-0266371 (Partial)

Lease effective date
January 1, 1964

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4, SW/4 (or S/2)
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 600.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201225

RECORDED May 11 IN 84 1:00 PM
IN BOOK 71 Misc PAGE 418
FEES $16.00 B. J. Drake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 o[redacted]m in accordance with [redacted]s 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~~ MAY 04 1984 ~~19 day of April, 1984~~.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

LEASE SERIAL NO. W-0266371 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.4443 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	8.4443%
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	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.

The undersigned, as owner of 7.5078 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	7.5078%
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	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

[redacted] LEASE SERIAL [redacted] -0266371 (Partial) [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

6079377 001

LEASE SERIAL NO. W-0266371 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	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.

[redacted] LEASE SERIA[redacted] W-0266371 (Partial) [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

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

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

L 07 937 001

07 937 001

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004–0034
Expires: August 31, 1985

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

Lease Serial No.
W-0325131 (Partial)

Lease effective date
June 1, 1966

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHCUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201226

RECORDED May 11 1984 1:00 PM
IN BOOK 71 079 PAGE 425
FEES $ 12.00 Lois Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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 16th day of April, 1984~~ MAY 3 1984.

Exxon Corporation

William R Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

Attached [redacted] IT [redacted] e a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equvalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West. 6th P.M.
Section 25: W/2
Containing 320 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
January 30, 1988

Chris Calder

Chris Calder
999 Eighteenth Street
Denver, Colorado 80202

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-0325131

Lease effective date
June 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

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

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

Township 29 North, Range 115 West, 6th P.M.
Section 24: W/2
Section 25: All
Containing 960.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201227

RECORDED May 11 19 84 1:00 PM
IN BOOK 110 Misc PAGE 430
FEES $ 14.00 L. J. Wyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 [redacted] ctions on one sheet of both sides of this [redacted] orm in accordance wit[redacted]ns of 43 CFR 3106.

[redacted] 609 [redacted] 001

[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.

MAY 04 1984

Executed ~~this~~ 19 ~~day of April~~, 1984.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

WILLIAM R. CAMPBELL Attorney-in-Fact

Houston, TX 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.

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

[redacted]

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIA[redacted] W-325131 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	3.00%

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

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3.00%

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

0001 1900 0801

[redacted] EXH [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	3.00%

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

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3.00%

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

608061 001

LEASE SERIAL NO. W-0325131
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	3.00%

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

[redacted]

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 24: W/2
Section 25: E/2
Containing 640.00 acres, more or less.

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

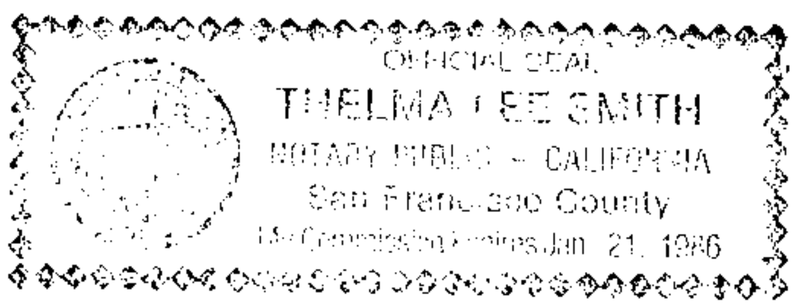
0801 001 7

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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



Thelma Lee Smith
Notary Public in and for said
City, County and State

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day

of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

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-0318400 (Partial)

Lease effective date
December 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SE/4, SW/4
Section 14: NE/4, NW/4
Containing 800.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201228

RECORDED May 11 19 84 1:00 PM
IN BOOK N 079 PAGE 436
FEES $ 18.00 Lois Wyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

[redacted] [redacted] 608073 00[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 16th day of April, 1984~~ MAY 3 1984.

Exxon Corporation

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.
(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

[redacted] W-0318400 (Partial) [redacted]GE I
[redacted] IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4, SE/4 (or S/2)
Containing 480.00 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 14: NW/4, NE/4 (or N/2)
Containing 320.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

608073 001

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.
(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria Formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

[redacted] [redacted] 6086[redacted]001

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.30996 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.15189%
4. Specify interest or percent of operating rights being retained by assignor	3.15807%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 8.61993 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.30379%
4. Specify interest or percent of operating rights being retained by assignor	6.31614%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
May 15, 1984

Tracy Wilkins
999 Eighteenth Street
Denver, Colorado 80202

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-0318400 (Partial)

Lease effective date
December 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SE/4, SW/4
Section 14: NE/4, NW/4
Containing 800.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201229

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 049 PAGE 444
FEES $16.00 Lois J. Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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~~ 19 MAY 04 1984 ~~day of April, 1984~~.

Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)
Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

[illegible] L. SPIRAL
NOTARY PUBLIC

[illegible]
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

[illegible]
formation 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

[redacted] LEASE SERIA[redacted]W-0318400 (Partial) [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.4443 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	8.4443%
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	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.

[redacted]

The undersigned, as owner of 7.5078 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	7.5078%
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	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.

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LEASE SERIAL NO. W-0318400 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

[redacted]

60807 001

[redacted] LEASE SERIA[redacted]N-0518400 (Partial) [redacted]
EXH[redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	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.

4-4-8

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LEASE SERIAL NO. W-0318400 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

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

7. If any payment [redacted] oduction have previously been created o[redacted] interest, or if any such payments are b[redacted]ved under this transfer, assig[redacted] sublease, attach statement giving full [redacted]s to amount, method of payment, and [redacted]gent terms as

0807300 1

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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Jan 21, 1985

Thelma Lee Smith
Notary Public in and for said
City, County and State

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

608073 001

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–0318401

Lease effective date
November 1, 1965

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

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201280

RECORDED May 11 19 84 1:00 PM
IN BOOK 110 Misc PAGE 451
FEES $14.00 Lois Pfpake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

608074 001

451

LEASE SERIAL NO. W-0318401

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	0.46076%
5. Specify overriding royalty interest being reserved by assignor	1.26323%
6. Specify overriding royalty previously reserved or conveyed, if any	None
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	3%

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	0.23567%
5. Specify overriding royalty interest being reserved by assignor	0.64611%
6. Specify overriding royalty previously reserved or conveyed, if any	None
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	3%

[redacted]

[redacted] LEASE SE[redacted]NO. W-0318401 [redacted] E 2

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.
(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

[redacted] [redacted] 6080[redacted]001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 17, 1987

Kathryn J. Kinnard

Kathryn J. Kinnard
999 Eighteenth Street
Denver, Colorado 80202

608074 001

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-0318401

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201231

RECORDED May 11 1984 1:00 PM
IN BOOK 71 Misc PAGE 457
FEES $ 14.00 Lisa Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 19 MAY 04 1984 day of April, 1984.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

[NOTARIAL SEAL — PUBLIC — STATE OF COLORADO]

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIA[redacted]W-1334 [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3.0000%

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.

608405 001

LEASE SERIAL NO. W-1334

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3.0000%

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, assig[redacted] sublease, attach statement giving full d[redacted] to amount, method of payment, and ot[redacted]ent terms as provided under [redacted]106.

[redacted]

[redacted] EXH [redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOLT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	3.0000%

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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] 6084[redacted]001

Form 3106–14 [redacted]
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W–1334

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201232

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 Dtg PAGE 463
FEES $ 12.00 Lyn Ilfeld COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

608405 001

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 April , 1984~~ MAY 3 1984

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 17, 1987

Kathryn J. Kinnard
Kathryn J. Kinnard
999 Eighteenth Street
Denver, Colorado 80202

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-1334

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201233

RECORDED May 11 19 84 1:00 PM
IN BOOK 710 Misc PAGE 468
FEES $ 14.00 Dan Wyake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED EXHIBIT.
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 1984 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.*

608405 001

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 MAY 04 1984 19 day of April, 19 84.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires [illegible]

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] 6080[redacted]001

[redacted] LEASE SERIA[redacted] W-0318401 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

60807 4 001

[redacted] LEASE SERIAL [redacted]N-0318401 [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

908074 001

LEASE SERIAL NO. W-0318401
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3%

7. If any payment[redacted]roduction have previously been created o[redacted]s interest, or if any such payments are b[redacted]ved under this transfer, assig[redacted] sublease, attach statement giving full d[redacted]as to amount, method of payment, and o[redacted]nent terms as

0807401

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0318403

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lota 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201224

RECORDED May 11 19 84 1:00 PM
IN BOOK N Qtg PAGE 474
FEES $ 14.00 Lee Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

608430 001

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

[seal]

Diane D. Driscoll

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSEDOR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608430 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone # 5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] 0 8 4 [redacted] 0 1

Attached to a [redacted] e a part of that certain T[redacted]er, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

608430 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My Commission expires:
August 17, 1987

Kathryn J. Kinnard

Kathryn J. Kinnard
999 Eighteenth Street
Denver, Colorado 80202

[redacted] [redacted] 6084[redacted]001

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-0318403

Lease effective date
November 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201305

RECORDED May 11 1984 1:00 PM
IN BOOK 110 Misc PAGE 480
FEES $ 14.00 Lois Clyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

608430 001

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~~ MAY 04 1984 ~~day of April, 1984~~.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIAL [redacted]-0318403 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

LEASE SERIAL NO. W-0318403
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assig[redacted] sublease, attach statement giving full d[redacted] to amount, method of payment, and o[redacted]nent terms as

[redacted] LEASE SERIA[redacted] W-0318403 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

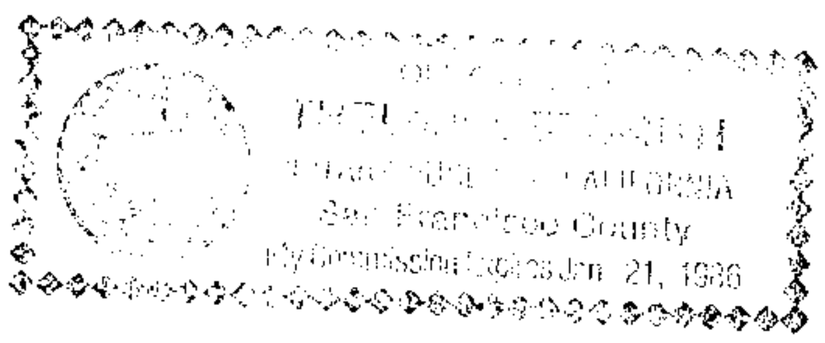
608430 001

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] 001

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0320387-A

Lease effective date
November 1, 1965

PART 1

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201886

RECORDED May 11 19 84 1:00 P M
IN BOOK 1079 PAGE 486
FEES $ 14.00 Lois Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

608431 001

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Janet L. Spidahl
NOTARY

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

[illegible] 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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assign[redacted]sublease, attach statement giving full d[redacted] to amount, method of payment, and [redacted] as provided under 4[redacted]06.

6084[redacted]007

Attac[redacted] and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
March 30, 1986

Vici H. Coupe
999 Eighteenth Street
Denver, Colorado 80202

[redacted] [redacted] 603[redacted] 001

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-0320387-A

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201287

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 079 PAGE 492
FEES $ 14.00 Lola Yeates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 1984 .
Natural Gas Corporation of California

Shirley P. Reeder

(Assignor's Signature)

Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

MAY 04 1984

Executed this ~~10~~ day of April, 1984.

Exxon Corporation

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIAL [redacted] W-0320387-A [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 27.4908 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

0843100 1

LEASE SERIAL NO. W-0320387-A
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3.6%

7. If any payment [redacted] roduction have previously been created o[redacted] interest, or if any such payments are b[redacted]ved under this transfer, assi[redacted] sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

0431 001

[redacted] LEASE SERIAL [redacted] W-0520367 A

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOLT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	3.6%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[illegible]
San Francisco County
My Commission Expires Jan. 21, 1988

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] 6084[redacted]001

Form 3106–14 [redacted]
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted] D
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0289523 (Partial)

Lease effective date
February 1, 1964

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Section 11: N/2
Containing 1543.81 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201288

RECORDED May 11 19 84 1:07 P M
IN BOOK 71 Of 9 PAGE 498
FEES $ 18.00 Lois Wyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick (Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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 16th day of April, 1984~~ MAY 3 1984.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

WILLIAM R. CAMPBELL Attorney-in-Fact

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

James D. Lynch
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Section 11: N/2
Containing 1543.81 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble # 2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M, Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II unit well located in Section 15, T28N-R115W, 6th P.M., Sublett County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.30996 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.15189%
4. Specify interest or percent of operating rights being retained by assignor	3.15807%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]BIT

Attached to [redacted] le a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.61993 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.30379%
4. Specify interest or percent of operating rights being retained by assignor	6.31614%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608432 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.
THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

Specify interest or percent of operating rights being conveyed to assignee	0.58917%
Specify interest or percent of operating rights being retained by assignor	1.61529%
Specify overriding royalty interest being reserved by assignor	None
Specify overriding royalty previously reserved or conveyed, if any	5%

If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other [redacted] terms as provided under 43 C[redacted]

[redacted] IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

608432 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
May 15, 1984

Tracy Wilkins
999 Eighteenth Street
Denver, Colorado 80202

[redacted] 6084[redacted]201

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-0289523 (Partial)

Lease effective date
February 1, 1964

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Section 11: N/2
Containing 1543.81 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201289

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 049 PAGE 506
FEES $ 16.00 Lou Ann Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 1984 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

608432 001

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.

MAY 04 1984

Executed this ~~19~~ day of April, 19~~84~~.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

[illegible] L. SPIDAL
NOTARY PUBLIC
[illegible]

Notary Public
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIA[redacted] W-0289523 (Partial) [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.4443 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	8.4443%
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%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 7.5078 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	7.5078%
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%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608432 001

LEASE SERIAL NO. W-0289523 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other terms as provided under 43 CFR 3106.

0432 001

[redacted] LEASE SERIA[redacted] W-0289523 (Partial) [redacted]
EXH[redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

0843201

LEASE SERIAL NO. W-0289523 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding [redacted]lty previously reserved or conveyed, if any	

7. If any payment[redacted]roduction have previously been created [redacted]s interest, or if any such payments are b[redacted]ved under this

08432 001

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State .

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

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–1329

Lease effective date
October 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of _____ percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201910

RECORDED May 11 1984 1:00 PM
IN BOOK 7104 PAGE 513
FEES $ 14.00 Rue Wyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March, 19 84.
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

[redacted] [redacted] 60845[redacted]01

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Diane A. Dziuba
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

LEASE SERIAL NO. W-1329

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette, County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and oth[redacted]ent terms as provided under [redacted]06.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 26, 1986

Cindy L. Lovinggood
Cindy L. Lovinggood
999 Eighteenth Street
Denver, Colorado 80202

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-1329

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201811

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 Q+9 PAGE 519
FEES $ 14.00 Lois Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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~~ MAY 04 1984 ~~19 day of April~~, ~~19 84~~.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

[illegible] L. SPIDAHL
NOTARY
[illegible]

David B. Spidahl
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERI[redacted] W-1329

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

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LEASE SERIAL NO. W-1329
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	4%

7. If any payments [redacted] roduction have previously been created o[redacted] interest, or if any such payments are be[redacted]ved under this transfer, assig[redacted] sublease, attach statement giving full [redacted] to amount, [redacted] and [redacted]ent terms as

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[redacted] LEASE SERIA[redacted] W-1329 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC -- CALIFORNIA
San Francisco County
My commission expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] 60845[redacted]001

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W–1335

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

208242

RECORDED May 11 1984 1:00 PM
IN BOOK 11 Oil PAGE 525
FEES $ 14.00 Lorel Rake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

MAY 3 19[illegible]

Executed ~~this 16th day of April, 1984~~.

Exxon Corporation

William R. Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

William R. Campbell
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE S[redacted] NO. W-1335 [redacted] PAGE 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15,1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED ORIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under [redacted] 06.

4004[redacted]001

[redacted] LEASE SE[redacted]. W-1335 [redacted] 3
BIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

-

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 26, 1986

Cindy L. Lovinggood

Cindy L. Lovinggood
999 Eighteenth Street
Denver, Colorado 80202

[redacted] [redacted] 5084[redacted]001

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-1335

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201263

RECORDED May 11 19 84 1:00 P M
IN BOOK N 079 PAGE 531
FEES $ 14.00 Lois Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 1984 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

MAY 04 1984

Executed this 10 day of April, 1984.

Exxon Corporation

William P. Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

[illegible] L. SPIDALL
NOTARY
PUBLIC

[illegible] L. Spidall

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIAL [redacted] W-1335
EXHIBIT [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

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LEASE SERIAL NO. W-1335
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3%

7. If any payment[redacted]oduction have previously been created ou[redacted] interest, or if any such payments are be[redacted]ved under this transfer, assig[redacted] sublease, attach statement giving full d[redacted] to amount, method of payment, and [redacted]

0047600 001

[redacted] LEASE SERI[redacted] W-1335

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[illegible]
[illegible]
[illegible]
[illegible]
My Commission Expires June 21, 1985

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

[redacted] [redacted] 6084[redacted]001

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0266346-A

Lease effective date
December 1, 1963

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by the Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

291244

RECORDED May 11 19 84 1:00 P M
IN BOOK 71 079 PAGE 537
FEES $14 Lya Ogle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McDermick
(Assignor's Signature)
L. M. McDermick, Vice President

P.O. Box 500
(Assignor's Address)

ATTEST:
William T. Orr
William T. Orr, 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, 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.

MAY 3 1984

Executed ~~this 16th day of April, 1984~~.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

WILLIAM R. CAMPBELL Attorney-in-Fact

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Notary Public

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SER[redacted]. W-0266346-A [redacted]E I
[redacted] UNIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115W, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming, to the basse of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGNMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
January 30, 1988

Chris Calder
Chris Calder
999 Eighteenth Street
Denver, Colorado 80202

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-266346-A

Lease effective date
December 1, 1963

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201265

RECORDED May 11 19 84 1:00P M
IN BOOK 710 PAGE 543
FEES $14.00 Lee Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED EXHIBIT.
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 1984 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)

Four Embarcadero Center, Suite 1400
(Assignor's Address)

Shirley P. Reeder, Attorney-in-Fact

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

MAY 04 1984

Executed this 10 day of April, 1984.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)
Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Notary Public
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

formation 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

LEASE SERIAL [redacted]-0266346-A
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

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LEASE SERIAL NO. W-0266346-A
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3%

7. If any payments [redacted] oduction have previously been created ou[redacted] interest, or if any such payments are be[redacted]ved under this transfer, assig[redacted] sublease, attach statement giving full d[redacted] amount, method of payment, and o[redacted]ent terms as

0851800 001

[redacted] LEASE SERIAL [redacted]N-0266346-A [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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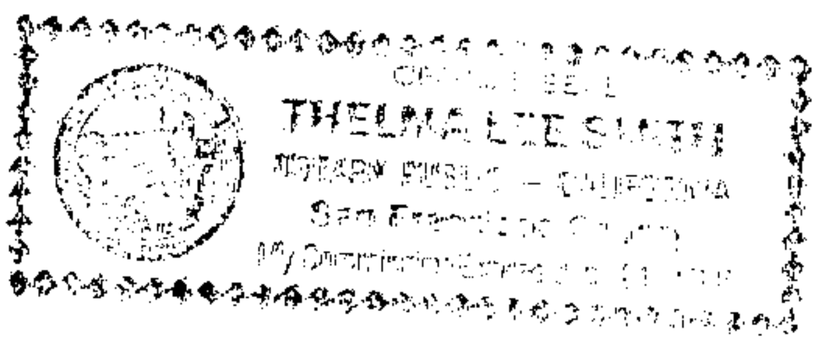
A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] 60851[redacted]01

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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-0315726

Lease effective date
June 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201246

RECORDED May 11 19 84 1:00 P M
IN BOOK 71 Oth PAGE 549
FEES $14.00 Lois Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick (Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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 [redacted] be reproduced provided that copies are e[redacted] duced on one sheet of both sides of [redacted] form in accordance [redacted] sions of 43 CFR 3106.

550

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Notary Public
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 28North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble # 2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria Formation or 13,589 feet as measured in tne Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGMENT IS MADE BY ASSIGNOR WITHOUT ANY RESPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] 6085[redacted]001

[redacted] W-0315726 [redacted] 3

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
January 30, 1988

Chris Calder

Chris Calder
999 Eighteenth Street
Denver, Colorado 80202

NOTARY PUBLIC OF COLORADO

[redacted] [redacted] 60852[redacted]001

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-0315726

Lease effective date
June 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201247

RECORDED May 11 1984 1:00 PM
IN BOOK 71 849 PAGE 555
FEES $14.00 Lois Pfeifer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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~~ MAY 04 1984 ~~10 day of April~~, 19~~84~~.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Jamal A. Dudah
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

LEASE SERIA[redacted] W-0315726

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

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LEASE SERIAL NO. W-0315726
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3%

7. If any payments out of production have previously been created [redacted] is interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full [redacted] as to amount, method of payment, and [redacted] tinent terms as

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[redacted] LEASE SERI[redacted] W-0315726 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

60852[redacted]01

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-817

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less
See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201248

RECORDED May 11 19 84 1:02 PM
IN BOOK 71 Misc PAGE 561
FEES $ 14.00 Lisa D. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

MAY 3 1984

Executed ~~this 16th day of April~~, 1984.

Exxon Corporation

William R Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

... 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

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. W-817

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublett County, Wyoming.

THIS ASSSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 26, 1986

Cindy L. Lovinggood

Cindy L. Lovinggood
999 Eighteenth Street
Denver, Colorado 80202

[redacted] 6085[redacted]001

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-817

Lease effective date
October 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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RECORDED May 11 1984 1:00 PM
IN BOOK 71 O+G PAGE 567
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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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LEASE SERIAL NO. W-817
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3%

7. If any payments out [redacted] ction have previously been created out o [redacted] erest, or if any such payments are being [redacted] under this transfer, assignme [redacted] lease, attach statement giving full deta[redacted]

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[redacted] LEASE SERIA[redacted] W-817 EXI[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	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.

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LEASE SERIAL NO. W-817

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOLT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assi[redacted] sublease, attach statement giving full [redacted] as to amount, method of payment, and [redacted] inent terms as

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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.

MAY 04 1984

Executed ~~this~~ 19 day of April, 19 84

Exxon Corporation

William R. Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

[redacted]

Jana L. Lyndall
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

[redacted]

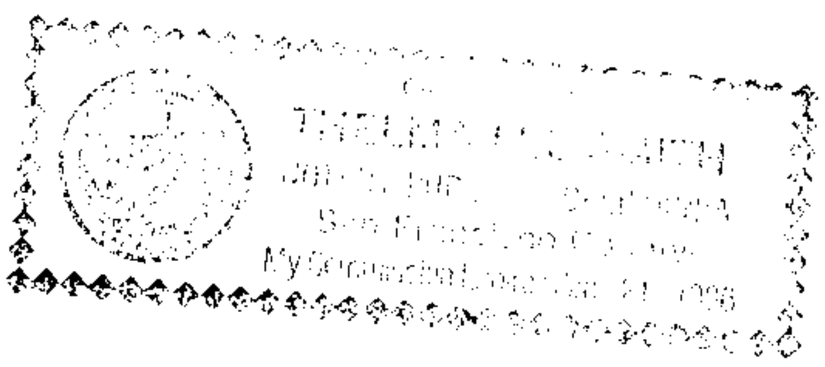
...rk Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
...being collected pursuant to the law (43 CFR 3106–3(c))
...create a record of lease assignment.
...red to obtain a benefit.

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

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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

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-2701 (Partial)

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

201250

RECORDED May 11 1984 1:00 PM
IN BOOK 11 079 PAGE 573
FEES $14.00 D. L. Pfake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President

P.O. Box 500
(Assignor's Address)

ATTEST:
William T. Orr
William T. Orr, 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, 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.

MAY 3 1984

Executed ~~this 16th day of April, 1984~~.

Exxon Corporation

William R. Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

William R. Campbell

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

...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

[redacted] LEASE S[redacted]NO. W-2701 (Partial) [redacted] PAGE 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2NE/4, W/2
Containing 400.00 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 17, 1987

Kathryn J. Kinnard
Kathryn J. Kinnard
999 Eighteenth Street
Denver, Colorado 80202

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-2701 (Partial)

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RECORDED May 11 1984 1:00 P M
IN BOOK 71 049 PAGE 579
FEES $ 14.00 Lou Ann Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 19 day of April~~ MAY 04 1984, 19 ~~84~~

Exxon Corporation

William R. Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERI[redacted] W-2701 (Partial) [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

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LEASE SERIAL NO. W-2701 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3%

7. If any payment[redacted]roduction have previously been created [redacted]s interest, or if any such payments are b[redacted]ved under this transfer, assig[redacted] sublease, attach statement giving full [redacted]as to amount, method of payment, and [redacted]inent terms as

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[redacted] LEASE SERIA[redacted] W-2701 (Partial) [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOLT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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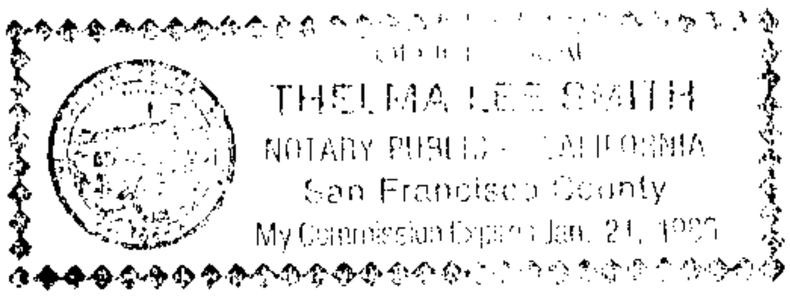
A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] 608[redacted] 001

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W–0320387

Lease effective date
November 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201252

RECORDED May 11 1984 1:00 P.M.
IN BOOK 11 Orig PAGE 585
FEES $ 12.00 Rita Flake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(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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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
March 30, 1986

Vici H. Coupe
999 Eighteenth Street
Denver, Colorado 80202

[redacted] [redacted] 6086[redacted]01

[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.

MAY 3 1984

Executed ~~this 16th day of April, 1984~~

Exxon Corporation

William R Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

... 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

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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-0320387

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of perceni of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201253

RECORDED May 11 IN 84 1:00 P M
IN BOOK 71 049 PAGE 590
FEES $ 14.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 1984 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

MAY 04 1984

Executed ~~this 19 day of April, 1984~~.
Exxon Corporation

William R. Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Janet D. Spruell
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIA[redacted] W-1333 [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3.0000%

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.

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LEASE SERIAL NO. 593 W-1333
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3.0000%

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, assig[redacted]sublease, attach statement giving full d[redacted]s to amount, method of payment, and ot[redacted]ent terms as provided under [redacted]06.

[redacted] EXH[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOLT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	3.0000%

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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

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-3852 (Partial)

Lease effective date
March 1, 1967

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4, NW/4, SE/4
Containing 932.22 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED

201254

RECORDED May 11 1984 1:00 P M
IN BOOK 71 O+G PAGE 596
FEES $ 18.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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 16th day of April, 1984~~ MAY 3 1984.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

P.O. Box 2305
(Assignee's Address)

WILLIAM R. CAMPBELL, Attorney-in-Fact

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

James L. Spidell

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

[illegible] 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

LEASE SERIAL NO. W-3852 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 7, 8, SE/4
Containing 225.53 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NE/4, NW/4, SE/4 (or N/2, SE/4)
Containing 480.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

6036[redacted]001

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.30996 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.15189%
4. Specify interest or percent of operating rights being retained by assignor	3.15807%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 8.61993 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	2.30379%
4. Specify interest or percent of operating rights being retained by assignor	6.31614%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 26, 1986

Cindy L. Lovinggood
Cindy L. Lovinggood
999 Eighteenth Street
Denver, Colorado 80202

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-3852 (Partial)

Lease effective date
March 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4, NW/4, SE/4
Containing 932.22 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201255

RECORDED May 11 19 84 1:00 P
IN BOOK 71 O R 9 PAGE 604
FEES $ 16.00 Lou Drake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

MAY 04 1984

Executed ~~this~~ 19 ~~day of April~~, 1984.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Janet L. Spidell
NOTARY PUBLIC
STATE OF COLORADO

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

LEASE SERIAL NO. W-3852 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.4443 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	8.4443%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 7.5078 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	7.5078%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. W-3852 (Partial)
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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[redacted] LEASE SERI[redacted] W-3852 (Partial) [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. W-3852 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payme[redacted] production have previously been created [redacted] is interest, or if any such payments are [redacted] served under this transfer, assignment, or sublease, attach statement giving full [redacted] as to amount, method of payment, and [redacted] rtinent terms as

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

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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

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-1333

Lease effective date
October 1, 1966

PART I

1. Assignee's Name
Exxon Corporation

Address (*include zip code*)
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201256

RECORDED May 11 19 84 1:00 P.
IN BOOK 71 Misc PAGE 611
FEES $12.00 Lisa Flynn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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 16th day of April, 1984~~ MAY 3 1984.

Exxon Corporation

William R Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

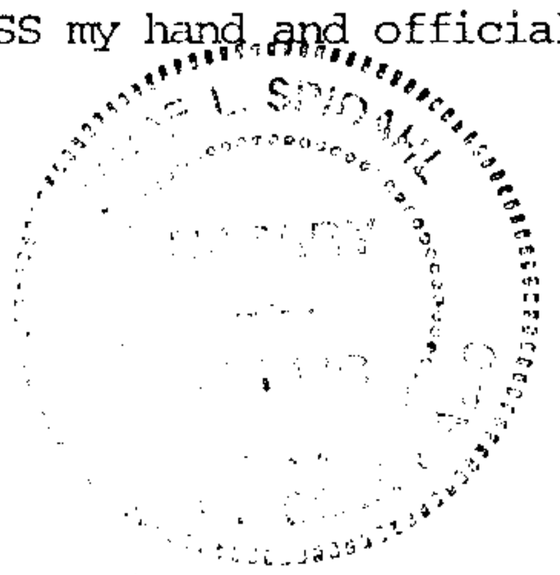
WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.



James A. Quinlan

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SE[redacted]. W-1333 [redacted] 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE,

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 26, 1986

Cindy L. Lovinggood

Cindy L. Lovinggood
999 Eighteenth Street
Denver, Colorado 80202

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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

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-1333

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201857

RECORDED May 11 1984 1:00 PM
IN BOOK 71 Q+R PAGE 616
FEES $ 14.00 Bea Pyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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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LEASE SERIAL NO. W-0320387
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3.0000%

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, assignm[redacted]ublease, attach statement giving full det[redacted]o amount, method of payment, and othe[redacted]t terms as

[redacted] EXHI[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3.0000%

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.

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LEASE SERIAL NO. W-052058 619

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	3.0000%

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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assi[redacted]r sublease, attach statement giving full[redacted] as to amount, method of payment, and [redacted]tinent terms as

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan 31, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

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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.

MAY 04 1984

Executed ~~this~~ 19 ~~day of April~~, 19~~84~~.
Exxon Corporation

William P. Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Diane L. Spidahl

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

...work Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
... is being collected pursuant to the law (43 CFR 3106–3(c)).
... be used to create a record of lease assignment.
... is required to obtain a benefit.

[redacted] Rights in Oil a... California, a... undersigned ... [redacted]

Form 3106-14
(September 1982)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted] D
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-2702

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West. 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Agreement.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201958

RECORDED May 11 AD 84 1:00 PM
IN BOOK 71 Misc PAGE 622
FEES $ 12.00 Lou Hilpke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President

P.O. Box 500
(Assignor's Address)

ATTEST:
William T. Orr, 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, 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.

608699 001

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LEASE SERIAL NO. W-2702 6023

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

LEASE SERIAL NO. W-2702

[redacted] IT [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RIDER TO ASSIGNMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608499 001

COPY

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
August 17, 1987

Kathryn J. Kinnard
Kathryn O. Kinnard
999 Eighteenth Street
Denver, Colorado 80202

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 April, 1984~~ MAY 3 1984.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

JANICE L. SPINDELL
NOTARY PUBLIC
STATE OF COLORADO

Janice L. Spindell
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

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-2702

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

291059

RECORDED May 11 AD 84 1:00 P M
IN BOOK 71 Oth PAGE 627
FEES $14.00 Lou Wake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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~~ MAY 04 1984 ~~19 day of April~~, 19~~84~~.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIAL [redacted]J-2702 [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	3.0000%

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.

608699 001

G-30

LEASE SERIAL NO. W-2702
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	3.0000%

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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	3.0000%

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, assi[redacted]r sublease, attach statement giving full [redacted] as to amount, method of payment, and [redacted]inent terms as provided under [redacted] 3106.

5086 001

[redacted] LEASE SERIAL NO. W-2702 [redacted]
EX[redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	3.0000%

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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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108699 001

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] 001

Form 3106–14 [redacted]
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted] D
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W–5700

Lease effective date
June 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

291260

RECORDED May 11 19 84 1:00 P M
IN BOOK 71 Oil & Gas PAGE 633
FEES $ 14.00 Lucile Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

[signature] (Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
[signature]
William T. Orr, Assistant Secretary

P.O. Box 500 (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.

608703 001 1

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Procupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.72399 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.46076%
4. Specify interest or percent of operating rights being retained by assignor	1.26323%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.30996 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.15189%
4. Specify interest or percent of operating rights being retained by assignor	3.15807%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.61993 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3161.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.
(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.30379%
4. Specify interest or percent of operating rights being retained by assignor	6.31614%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

[redacted] [redacted] 40876[redacted]001

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
January 30, 1988

Chris Calder

Chris Calder
999 Eighteenth Street
Denver, Colorado 80202

608703 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 16th day of April, 1984~~ MAY 3 1984

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

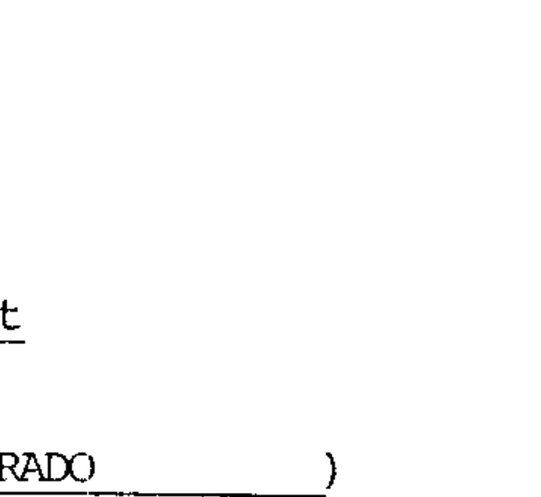
WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.



Janice L. Spidell
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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 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-5700

Lease effective date
June 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201261

RECORDED May 11 1984 1:00 PM
IN BOOK 11 049 PAGE 639
FEES $ 10.00 Bob Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

MAY 04 1984

Executed this 19 day of April, 1984.

Exxon Corporation

William R Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIA[redacted]-5700 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 16, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 8.4443 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	8.4443%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 7.5078 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.
(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	7.5078%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608703 001

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted] 001

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]D
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-36058 (Partial)

Lease effective date
March 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115W, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by the Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201262

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 O+G PAGE 643
FEES $ 12.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick (Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500 (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 16th day of April, 1984~~ MAY 3 1984.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

[seal]

Diane L. Spidahl
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SER[redacted]: W-36058 (Partial) [redacted] AGE 1 IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.88178 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15 T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.125%

7. **If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.**

The undersigned, as owner of 0.44093 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.125%

7. **If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.**

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OT TITLE, EITHER EXPRESSED OR IMPLIED.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
March 30, 1986

Vici H. Coupe

Vici H. Coupe
999 Eighteenth Street
Denver, Colorado 80202

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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-36058

Lease effective date
March 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Section 33: Lots 3, 4, NE/4, N/2SE/4 (E/2)
Containing 678.92 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201263

RECORDED May 11 1984 1:00 PM
IN BOOK 71 O+G PAGE 648
FEES $ 14.00 Lou Ylpke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 form in accordance with the 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 19 day of April, 1984~~ MAY 04 1984.

Exxon Corporation

William R. Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

DIANE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Diane L. Spidahl
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

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LEASE SERIAL NO. W-36058
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
5. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments o[redacted]uction have previously been created out [redacted]nterest, or if any such payments are bein[redacted] under this transfer, assignm[redacted]ublease, attach statement giving full det[redacted]to amount, method of payment, and oth[redacted]

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[redacted] EXH [redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. W-36058

652 EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOLT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 33: Lots 3, 4, NE/4, N/2SE/4 (E/2)
Containing 318.92 acres, more or less.

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	50.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assi[redacted]r sublease, attach statement giving full [redacted] as to amount, method of payment, and [redacted]tinent terms as provided under [redacted]3106.

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

621753 001

Form 3106–14 [redacted]
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W–29933

Lease effective date
December 1, 1973

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Agreement,

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

291264

RECORDED May 11 1984 1:00 PM
IN BOOK 71 OF J PAGE 654
FEES $14.00 Lois L. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(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.

MAY 3 1984

Executed ~~this 16th day of April~~, 1984.

Exxon Corporation

William R Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

[illegible] L. SPIDLE

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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.

LEASE SERI[redacted] W-29933 [redacted]T [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, 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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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, 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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[redacted] LEASE SERI[redacted]. W-29933

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
March 30, 1986

Vici H Coupe

Vici H. Coupe
999 Eighteenth Street
Denver, Colorado 80202

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-29933

Lease effective date
December 1, 1973

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

201265

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 Oth PAGE 660
FEES $14.00 Lisa Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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~~ MAY 04 1984 ~~19 day of April, 1984~~.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

JANAE L. SPIDAHL
NOTARY PUBLIC
STATE OF COLORADO

Janae L. Spidahl

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

[redacted] LEASE SERIA[redacted] W-29933 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April \8, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	27.4908%
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	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.

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LEASE SERIAL NO. 60603 W-29933
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	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.

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[redacted] LEASE SERI[redacted] W-29933 [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM [redacted]ED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W–45878

Lease effective date
October 1, 1974

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West. 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Agreement.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OF WARRANTIES OF TITLE, EITHER EXRESSED OR IMPLIED.

201266

RECORDED May 11 19 84 1:00 PM
IN BOOK 71 9+9 PAGE 666
FEES $14.00 Lois Pfake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 March , 19 84 .
Hanover Petroleum Corporation, as nominee for the participants of 1972 Hanover Drilling Program Series 7.

L. M. McCormick
(Assignor's Signature)

P.O. Box 500
(Assignor's Address)

L. M. McCormick, Vice President
ATTEST:

William T. Orr
William T. Orr, 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, 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.

MAY 3 1984

Executed ~~this 16th day of April, 1984~~.

Exxon Corporation

William R Campbell — P.O. Box 2305

(Assignee's Signature) (Assignee's Address)

WILLIAM R. CAMPBELL Attorney-in-Fact

Houston, TX 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.

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 3rd day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

LEASE SERIAL NO. W-45878 PAGE 1

[redacted] [redacted] T [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.86199 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23038%
4. Specify interest or percent of operating rights being retained by assignor	0.63161%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.88178 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.23567%
4. Specify interest or percent of operating rights being retained by assignor	0.64611%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, 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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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.44093 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria Formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.11784%
4. Specify interest or percent of operating rights being retained by assignor	0.32309%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	

The undersigned, as owner of 2.20446 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.58917%
4. Specify interest or percent of operating rights being retained by assignor	1.61529%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and oth[redacted]ent terms as provided under 4[redacted]06.	

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[redacted] NO. W-45878
[redacted] IBIT [redacted] GE 3

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 4.40892 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	1.17834%
4. Specify interest or percent of operating rights being retained by assignor	3.23058%
5. Specify overriding royalty interest 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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

RIDER TO ASSIGMENTS HANOVER PETROLEUM CORPORATION
TO EXXON CORPORATION DATED MARCH 15, 1984

Hanover Petroleum Corporation took title to the interest assigned herein in its name on its own behalf and on behalf of those joint venture participants in the 1972 Hanover Drilling Program, Series 7. Pursuant to the Series 7 Joint Venture Agreement, the participants empower Hanover to hold legal title as nominee for their interests and also to convey such interests in Hanover's name alone. Accordingly Hanover does hereby convey legal title to the interest assigned herein, on behalf of Series 7 in its own name as established in the Bureau of Land management records. The stipulation that legal title is assigned by Hanover as nominee is added only to acknowledge that the interest held by Hanover as nominee for the Series 7 participants is herewith assigned; with Hanover retaining ownership of a portion of the entire owned interest.

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Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed March 15, 1984 between Hanover Petroleum Corporation, as Assignor, and Exxon Corporation, as Assignee.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 15th day of March, 1984, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires:
May 15, 1984

Tracy Wilkins
999 Eighteenth Street
Denver, Colorado 80202

[redacted] [redacted] 6247[redacted]001

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-45878

Lease effective date
October 1, 1974

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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RECORDED May 11 1984 1:00 PM
IN BOOK 119 PAGE 672
FEES $14.00 Lisa Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT.
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

S Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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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LEASE SERIAL NO. W-45878
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 26.6700 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4, Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.6700%
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	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.

[redacted]

The undersigned, as owner of 27.4908 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, located in the NE/4SW/4 of Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

Specify interest or percent of operating rights being conveyed to assignee	27.4908%
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor	None
Specify overriding royalty previously reserved or conveyed, if any	7%

If any payments out of production have previously been created out of [redacted]rest, or if any such payments are being [redacted]nder this transfer, assignme[redacted]ease, attach statement giving full detail[redacted]amount, method of payment, and other [redacted] provided under 43 CFR 3106.

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[redacted] LEASE SERIA[redacted] W-45878 [redacted]
EXH[redacted]

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 24.2710 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	24.2710%
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	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.

[redacted]

The undersigned, as owner of 26.1910 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	26.1910%
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	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.

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LEASE SERIAL NO. 6075 W-45878

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease executed April 18, 1984 between Natural Gas Corporation of California, as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 22.3510 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	22.3510%
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	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.

[redacted]

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)

3. Specify interest or percent of operating rights being conveyed to assignee	
4. Specify interest or percent of operating rights being retained by assignor	
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assig[redacted] sublease, attach statement giving full [redacted]s to amount, method of payment, and o[redacted]nent terms as provided under 43 CFR 3106.

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[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~~ MAY 04 1984 ~~19 day of April~~, 19~~84~~.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

...ction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
...collected pursuant to the law (43 CFR 3106–3(c)).
...to create a record of lease assignment.
...ed to obtain a benefit.

GPO 836 • 844

210

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

624725 001

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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

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0323141

Lease effective date
March 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 24: E/2
Containing 320.00 acres, more or less.

201388

RECORDED May 11 19 84 1:00 P M.
IN BOOK 71 Oil & Gas PAGE 678
FEES $ 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit Well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	50.000%
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	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 [redacted] ions on one sheet of both sides of this official form in accordance with [redacted] s of 43 CFR 3106.

607[redacted]001

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day

of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public

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607932 001

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~~ MAY 04 1984 ~~10 day of April, 1984~~.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)
Houston, TX 77252

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

JANICE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janice L. Spidahl
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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

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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

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0322677

Lease effective date
April 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 15: All
Containing 640.00 acres, more or less.

201259

RECORDED May 11 19 84 1:03 P M
IN BOOK 71 849 PAGE 681
FEES $ 8.00 Lois Flake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit Well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	50.000%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 , 19 84 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 for[redacted] reproduced provided that copies are exac[redacted]ctions on one sheet of both sides of this [illegible]form in accordance wi[redacted]ons of 43 CFR 3106.

607[redacted]001

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.

MAY 04 1984

Executed this ~~1~~ 19 day of April, 1984.

Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

JANICE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janice L. Spidahl

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

...ING 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

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A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____

_____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

[redacted] [redacted] 60794[redacted]01

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-0320841-A

Lease effective date
December 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 114 West, 6th P.M.
Section 32: Lots 1, 2, 3, 4, N/2S/2, N/2 (All)
Containing 662.95 acres, more or less.

201920

RECORDED May 11 1984 1:00 P
IN BOOK 71 Oth 7 PAGE 684
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit Well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	50.000%
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	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 19 day of April, 1984~~.
Exxon Corporation

William R Campbell
(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 77252
(City) (State) (Zip Code)

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

JANE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

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.

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

6037

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-5702

Lease effective date
June 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 21: W/2
Section 28: W/2
Containing 640.00 acres, more or less.

201296

RECORDED May 11 1981
IN BOOK H 049 PAGE 687
FEES $8.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit Well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	50.000%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

[redacted] 6037 [redacted] 01

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 19 day of April, 1984~~ MAY 04 1984.

Exxon Corporation

William R Campbell — P.O. Box 2305

(Assignee's Signature) (Assignee's Address)

WILLIAM R. CAMPBELL Attorney-in-Fact

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

formation 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

(955)

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ _____ as Attorney-in-Fact of EXXON CORPORATION this _____ day of April, 1984.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

[redacted] [redacted] 6083[redacted]01

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-36057

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 114 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4 (All)
Containing 638.34 acres, more or less.

201992
RECORDED May 11 1984 1:00 P
IN BOOK 71 079 PAGE 690
FEES $ 8.00 Lucy Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit Well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	50.000%
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	4.000%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

690

621747 001

691

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~~ MAY 04 1984 ~~19~~ day of ~~April~~, 1984.
Exxon Corporation

William R Campbell
(Assignee's Signature)
WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston, TX 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.

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.

GPO 836 - 844

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jun. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

692

621747 001

693

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-36060

Lease effective date
June 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, TX 77252

The undersigned, as owner of 50.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 33: Lots 1, 2, NW/4, N/2SW/4 (W/2)
Containing 319.00 acres, more or less.

20193

RECORDED May 11 1984 1:00 P
IN BOOK 176 PAGE 693
FEES $ 8.00 Lois D. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

All formations below the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit Well located in Section 15, T28N-R115W, 6th P.M., and as correlated at a depth of 10,100 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, T29N, R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	50.000%
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	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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, 1984.
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 official form in accordance with [redacted] s of 43 CFR 3106.*

[redacted] 001

[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.

MAY 04 1984

Executed this ~~th~~ 19 day of April, 1984.

Exxon Corporation

William R Campbell

(Assignee's Signature)

WILLIAM R. CAMPBELL Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 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.

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.

GPO 836 - 844

694

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of April, 1984, before me Thelma Lee Smith, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
THELMA LEE SMITH
NOTARY PUBLIC - CALIFORNIA
San Francisco County
My Commission Expires Jan. 21, 1986

Thelma Lee Smith
Notary Public in and for said
City, County and State

A C K N O W L E D G M E N T

WYOMING

Attorney-in-Fact
and Corporate

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION, this 4th day of May, 1984.

WITNESS my hand and official seal.

JANICE L. SPIDAL
NOTARY PUBLIC
STATE OF COLORADO

James L. Spidal
Residing at:
750 W. Hampden Avenue
Englewood, Colorado 80110

My commission expires:

February 9, 1985

[redacted] [redacted] 621[redacted]001

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB N[redacted]0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Joseph Z. Amici and Mary E. Amici (Sr.)

Address *(include zip code)*
5816 Edgewater
Orlando, FL 32810

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Sec. 14: $NE\frac{1}{4}NE\frac{1}{4}$ Contains 40.00 acres. Sublette County, Wyoming.	

201310

RECORDED May 14 1984 8:20 A.M.
IN BOOK 71 Oil & G 696
FEES $6.00 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurre

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 1984.

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

696

PART II 0977

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this ssignment are:

. 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.

. Of the age of majority in the State where the lands to be assigned are located.

. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

xecuted this 12th day of January , 19 84.

Joseph Z. Amici
(Assignee's Signature)

5816 Edgewater Dr.
(Assignee's Address)

Sister Mary Elizabeth Amici, SSJ
(ASSIGNEE'S SIGNATURE)

Orlando , Florida 32810
(City) (State) (Zip Code)

itle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United tates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

STATE OF CALIFORNIA,

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the President and ~~xxxxxxxx~~ MOG Broker ~~known to me~~ to be the ~~xxxxxxxxxxxxx~~ Secretary of Leland Capital Corp.

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

(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.

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

ureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

ureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 559

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-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
John D. Ames, Sr.

Address *(include zip code)*
Bacon Whipple Co., 135 S. LaSalle Rm #525
Chicago, IL 60603

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 13: NE1/4SW1/4 Containing 40.00 acres Sublette County, Wyoming	

201311

RECORDED May 14 1984 8:00 A
IN BOOK 71 Rec'd
AT 6 oc Lacy Yake
SUBLETTE COUNTY, WYOMING
by Dorothy M Stueve

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 1984 .

Leland Capital Corporation

By: _____ , 11040 Santa Monica Blvd., Ste 200
(Assignor's Signature) (Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

... may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with 43 CFR 3106.

698

6999

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

. Of the age of majority in the State where the lands to be assigned are located.

. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

xecuted this 3 day of August , 1954 .

John D Cimes
(Assignee's Signature)

135 So La Salle St
(Assignee's Address)

Chicago Ill 60603
(City) (State) (Zip Code)

itle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United ates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an

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.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the ~~President and~~ Secretary ~~of~~ President of Leland Capital Corporation the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

(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.

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

ureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

ureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

Federal lessee is [redacted] to report this information under provisi[redacted] CFR 3106.

(October 1982) [redacted] DEPARTMENT OF THE INTERIOR [redacted]
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Expires: [redacted], 1985

Lease Serial No.
W-65484

Lease effective date
12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

illiam S. Guess, Jr.

Address (include zip code)
01 Islar
lackville, S. C. 29817

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

. 29 N., R. 103 W., 6th PM

ec. 24: $NE\frac{1}{4}SW\frac{1}{4}$

ontains 40.00 acres.

ublette County, Wyoming.

Assignment approved as to lands described below

201312

RECORDED May 14 84 8:00 A M
IN BOOK 71 Ore PAGE 700
FEES $6.00 Lena Yuke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by 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	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 9 day of January , 19 84 .

Leland Capital Corporation
by _____
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

780

PART II 701

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of March, 1984.

William S. Thompson Jr.
(Assignee's Signature)

601 Hyland Ct.
(Assignee's Address)

Blackville S.C. 29817
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxx

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[redacted]D
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Robert E. Heyer

Address *(include zip code)*
15531 Banff
Houston, TX 77062

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th P.M. Section 15: $SW\frac{1}{4}SE\frac{1}{4}$ Containing 40.00 Acres Sublette County, WY	

201313

RECORDED May 14 1984 8:00 A M
IN BOOK 71 D & P PAGE 702
FEES $6.00 Lacy Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinnon

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 19 84 .

LELAND CAPITAL CORPORATION

By: _____
(Assignor's Signature)

141 South Central Park Avenue
(Assignor's Address)

Hartsdale New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 703

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 8 day of May , 19 84.

Robert E. Heyer
(Assignee's Signature)

15531 BANFF
(Assignee's Address)

HOUSTON TEXAS 77062
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and ~~known to me to be the Secretary~~ of Leland Capital Corp the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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 [redacted]ED
OMB N[redacted]0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65484

Lease effective date 12-01-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Edward & Sylvia Horvath

Address *(include zip code)*
568 Remsen Rd.
Philadelphia, PA 19115

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 23: NE1/4NE1/4, Containing 40.00 acres Sublette County, Wyoming	

201314

RECORDED May 14 1984 8:00 AM
IN BOOK 71 Ovr PAGE 704
FEES 6.00 Lois O. Yale COUNTY CLK.
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%

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 9 day of January, 19 84.

Leland Capital Corporation

By: [signature]
(Assignor's Signature)

11040 Santa Monica Blvd., Ste 200
(Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

. Of the age of majority in the State where the lands to be assigned are located.

. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

xecuted this 26 day of MARCH , 1984.

Edward A Horvath Sylvia K Horvath 568 REMSON RD
(Assignee's Signature) (Assignee's Address)

PHILADELPHIA PA 19115
(City) (State) (Zip Code)

itle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United tates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxx

Form 3106 - 5
(October 1982)

[redacted] UNITED STATES
DEPARTMENT OF THE INTERIOR [redacted]
BUREAU OF LAND MANAGEMENT

OMB NO [redacted]034
Expires: [redacted] 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65484

Lease effective date
12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Dr. Leo V. Mulligan

Address *(include zip code)*
665 S. Skinker
St. Louis, MO 63105

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 PM

Sec. 23: $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$

Contains 120.00 acres.

Sublette County, Wyoming.

201315

Assignment approved as to lands described below

RECORDED May 14 1984 8:00 A.M.
IN BOOK 71 Orig PAGE 706
6th Land Yrb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9th day of January , 1984 .

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 787

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of February, 1984.

Leo V. Mulligan
(Assignee's Signature)

665 So. Skinker Blvd.
(Assignee's Address)

St. Louis Missouri 63105
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9th, 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President~~ MOG BROKER, ~~or the~~ ~~Secretary~~ of Leland Capital Corp.
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

lence 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.

e Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

reau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

reau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 – 869

(October 1982) [redacted] DEPARTMENT OF THE INTERIOR [redacted]
BUREAU OF LAND MANAGEMENT

Expires: Au[redacted]985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65484

Lease effective date
12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Jack M. Spencer

Address *(include zip code)*
711 Orchard St.
Irwin, PA 15642

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Sec. 24: NE¼NE¼ Contains 40.00 acres. Sublette County, Wyoming.	

201316

RECORDED May 14 1984 8:00 A M
BOOK 71 Deed PAGE 168
FEES $6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLean

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 19 84 .

Leland Capital Corporation
by Constance DeLois Hamilton
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

[redacted] PART [redacted]

ASSIGNEE'S REQUEST FOR APP[illegible] OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2nd day of February, 19 87.

Carla M. Spencer
(Assignee's Signature)

711 Orchard St
(Assignee's Address)

Irwin, Pa. 15642
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President, and~~ MOG Broker ~~known to me~~ ~~to be the Secretary~~ of Leland Capital Corp.

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226–Rev. 3-64

(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.

Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 – 859

709

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%

201817

RECORDED May 14 1982 8:00 AM
IN BOOK 210 PAGE 710
FEES $13.25 Glenda Gardner COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cheryl Glenn

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-592

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 mlb
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: Deborah M. Harris
V.P. Encore Exploration, Inc.

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 26th day of February, 1984.

My Commission Expires

My Commission Expires July 25, 1986
3301 East Florida Ave.
Denver, Colorado 80210

NOTARY PUBLIC STATE OF COLORADO

Betty A. Herald
Notary Public

PARTNERSHIP

STATE OF New York)
) ss.
COUNTY OF Kings)

The foregoing instrument was acknowledged before me this 3d day of May, 1984, by Deborah H. Harris [V.P. of Encore Exploration, Inc., a Delaware corporation,]* general partner, on behalf of Encore Exploration 1981, L.C. LP, a Delaware limited partnership. Witness my hand and official seal.

My commission expires:
WARREN S.Y. WANG
Notary Public, State of New York
No. 4694284
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1985

Warren S. Y. Wang
Notary Public

Residence Brooklyn, N.Y.
(City, State)

Address 2731 East 23rd St.
Brooklyn, N.Y. 11235

(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	

214

7144

[redacted] [redacted] [redacted]

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, 83.96375% 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%

201818

RECORDED May 14 19 84 8:00 A
IN BOOK 11 PAGE 745
FEES $13.00 Gail Q. Glade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Greene

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.

Hieron Prospect
WY-502, 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: _____

[redacted] [redacted] [redacted]

DARRYL P. EKSTROM 1981 B TRUST

By: _____

ENCORE EXPLORATION 1981 - LC. L.P.

By: Deborah H. Hartz
V.P. Encore Exploration, Inc.

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
3361 East Eastman Circle
Littleton, Colorado 80121

Notary Public

PARTNERSHIP

STATE OF N. Y.)
) ss.
COUNTY OF Kings)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Deborah H. Hartz, [V.P. of Encore Exploration, Inc., a Delaware corporation,]* general partner, on behalf of Encore Exploration 1981, Ltd LP, a Delaware limited partnership. Witness my hand and official seal.

My commission expires:

WARREN B.Y. WANG
Notary Public, State of New York
No. 4694284
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1985

Notary Public

Residence Brooklyn N.Y.
(City, State)

Address 2731 East 23rd St.
Brooklyn, N.Y.

(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	

720

WY-585
Federal #40-33

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Operating Company, a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 2% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. This Assignment of Overriding Royalty is expressly made subject to all the terms, conditions and provisions of that certain Farmout Agreement dated August 13, 1983 by and between Exxon Corporation and Energetics, Inc.

2. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

3. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

4. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

5. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor, its successors and assigns, in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

6. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

201319

RECORDED May 14 1984 8:00 A.M.
IN BOOK 71 Oil & Gas PAGE 720
FEES $8.00 Lois Yahn CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurman

7. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 9th day of December, 1983, effective date of first production of the Federal #40-33 Well.

ATTEST:

Lou Switzer
Lou Switzer, Assistant Secretary

ENERGETICS OPERATING COMPANY

By: J. T. Reagan
J. Thomas Reagan, President and
Chief Operating Officer

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared J. Thomas Reagan known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS OPERATING COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of December, 1983.

MY COMMISSION EXPIRES:
My Commission Expires July 26, 1985
3081 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 Overriding Royalty dated this 9th day of December 1983, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION
15049	W-53094	Owen P. Miles, Jr.	January 1, 1976	Township 27 N, Range 111 W, 6th P.M. Section 33: Lots 3,4, N½SE¼ Containing 143.57 acres, more or less Insofar and only insofar as the lands herein described.

7028

[redacted] CORRECTIVE ASSIGNMENT [redacted]

Hanson [redacted] #20-1

WY 650

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-67178

Lease effective date
April 1, 1979

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"

201320

The undersigned, as owner of TrI 18.90% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, TrII 9.45%
and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 112 West. 6th P.M.

Tract I Section 1: Lots 1,2, S½NE¼

Tract II Section 1: Lots 3,4, S½NW¼
Containing 320.40 acres, more or less
Sublette County, Wyoming.

RECORDED May 14 1984 8:00 A M
PAGE 723
COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

From the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal 20-1 well, located in the NE¼ of Section 1, T27N-R112W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 15, 1982 by and between Dome 1980 Institutional Investors, Ltd., TCLP Resources USA Ltd., and Energetics, Inc.

This Corrective Assignment conveys the same interest as to that Assignment dated December 9, 1983 from Energetics Operating Company, Assignor to DPM, Inc. et al, Assignee, recorded in BK 69 Pg 651 in Sublette County, Wyoming. This Assignment is being placed of record for the purpose of correcting Line 6 Tract 1 of said Assignment.

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I Tract II	18.900% 9.450%
4. Specify interest or percent of operating rights being retained by assignor	Tract I Tract II	None None
5. Specify overriding royalty interest being reserved by assignor	Tract I Tract II	None None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract I Tract II	10.189% of 8/8ths 6.000% 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 12 day of April , 19 84 .

ENERGETICS OPERATING COMPANY

BY Joseph C. Mencin mlc
(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 provisions of 43 CFR 3106.

723

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Operating Rights dated APRIL 12, 1984 by and between Energetics Operating Company, Assignor and DPM, Inc., et al, Assignee.

	TRACT I	TRACT II
DPM, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	2.160%	1.080%
Agape Energy, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.160%
Lone Hill Development Co. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.160%
General Hydrocarbons 1982 X Oil & Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	2.900%	1.450%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.700%	1.850%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.500%	.750%

STATE OF COLORADO)
) 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:
6-07-1984

NOTARY PUBLIC

Residing at 6938 E. Exeter Pl.
Englewood, Co 80112

#13663

[redacted] CORRECTIVE ASSIGNMENT [redacted] Fed [redacted] 33
WY-585

3106–14
ember 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-53094

Lease effective date
January 1, 1976

PART I

ssignee's Name
E ATTACHED EXHIBIT "A"

ddress *(include zip code)*
E ATTACHED EXHIBIT "A"

undersigned, as owner of Tr I 18.90% / TrII 11.340% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, or subleases to the assignee shown above, the operating rights in such lease as specified below.

escribe th: lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)
ownship 27 North, Range 111 West, 6th P.M.
ract I Section 33: Lots 1,2, NE¼SW¼
ract II Section 33: Lots 3,4, N½SE¼
ontaining 244.92 acres, more or less
ublette County, Wyoming

rom the surface of the earth to the stratigraphic equivalent of 10,035 feet, as encountered n the Federal 30-33 well located in the SW¼ of Section 33, T27N-R111W, Sublette County, yoming.

his Assignment is made subject to that certain Farmout Agreement dated August 13, 1982 y and between Exxon Corporation and Energetics, Inc.

his Corrective Assignment conveys the same interest as to that Assignment dated December , 1983 from Energetics Operating Company, Assignor to DPM,Inc., et al Assignee, recorded n BK 69 PG 668 in Sublette County, Wyoming. This Assignment is being placed of record or the purpose of correcting Line 6 Tract I and Tract II of said Assignment.

201321

RECORDED May 14 1984 8:00 M
IN BOOK 71 Rec'd PAGE 725
FEES 7.25 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McLain

pecify interest or percent of operating rights being conveyed to assignee	~~Tract I~~ Tract II	~~18.900%~~ 11.340%
pecify interest or percent of operating rights being retained by assignor	~~Tract I~~ Tract II	~~None~~ None
pecify overriding royalty interest being reserved by assignor	~~Tract I~~ Tract II	~~None~~ None
pecify overriding royalty previously reserved or conveyed, if any	~~Tract I~~ Tract II	~~9.189%~~ 5.13608%

f any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this ransfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as rovided under 43 CFR 3106.

agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to riding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of /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.

ERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

cuted this 12 day of April , 19 84.

NERGETICS OPERATING COMPANY

Y Joseph C. Mencin (Assignor's Signature)
Joseph C. Mencin, Attorney-in-Fact

116 Inverness Drive East (Assignor's Address)
Eaglewood, Colorado 80112
(City) (State) (Zip Code)

e 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United es any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

ignment approved effective _____ By _____ (Authorized Officer)

#15049 (Title) (Date)

TE: *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.*

4.20

725

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Operating Rights dated APRIL 12TH, 1984 by and between Energetics Operating Company, Assignor and DPM, et al, Assignee.

	TRACT I	TRACT II
DPM, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	2.160%	1.296%
Agape Energy, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.592%
Lone Hill Development Co. 102 Inverness Terrace East Englewood, Colorado 80112	4.320%	2.592%
General Hydrocarbons 1982 X Oil & Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	2.900%	1.740%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.700%	2.220%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.500%	.900%

STATE OF COLORADO)
) 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.

Lonnie Lentz
NOTARY PUBLIC

Residing at 6935 E. Caster Pl.
Englewood, Co. 80112

My Commission Expires:

SEAL
NOTARY
PUBLIC
STATE OF COLORADO

7/7/1987

727

CORRECTIVE ASSIGNMENT

Federal 30-33
WY-585

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-54137

Lease effective date
April 1, 1976

PART I

1. Assignee's Name

SEE ATTACHED EXHIBIT "A"

Address *(include zip code)*

SEE ATTACHED EXHIBIT "A"

The undersigned, as owner of 18.90% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below:

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 111 West. 6th P.M.
Section 33: NW¼SW¼
Containing 40 acres, more or less
Sublette County, Wyoming

From the surface of the earth to the stratigraphic equivalent of the depth of 10,044 feet as drilled in the Federal 30-33 well, located in the SW¼ of Section 33, T 27N-R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated January 10, 1983 by and between Williams Exploration Company and Energetics, Inc.

This Corrective Assignment conveys the same interest as to that Assignment dated December 9, 1983 from Energetics Operating Company, Assignor to DPM, Inc., et al Assignee recorded in BK 69 PG 661 in Sublette County, Wyoming. This Assignment is being placed of record for the purpose of correcting Line 6 of said Assignment.

201322

RECORDED May 14 1984 8:00 AM
IN BOOK 71 Deed PAGE 727
FEES 7.25 Doris York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Klein

3. Specify interest or percent of operating rights being conveyed to assignee	18.90%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7.878%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 12 day of April , 1984.

ENERGETICS OPERATING COMPANY

BY: Joseph C Mencin mlt
(Assignor's Signature)

Joseph C. Mencin, Attorney-in-Fact

116 Inverness Drive East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

#12740

Title 18 U.S.C., Section 1001, 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)

#12740

NOTE: This form [redacted] produced provided that copies are exact [redacted] ions on one sheet of both sides of this [redacted] m in accord-

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Operating Rights dated APRIL 12th, 1984, by and between Energetics Operating Company, Assignor and DPM, Inc. et al, Assignee.

DPM, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	2.16%
Agape Energy, Inc. 102 Inverness Terrace East Englewood, Colorado 80112	4.32%
Lone Hill Development Co. 102 Inverness Terrace East Englewood, Colorado 80112	4.32%
General Hydrocarbons 1982 X Oil & Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	2.90%
Robert L. Mehl 116 Inverness Drive East Englewood, Colorado 80112	3.70%
Jordan R. Smith 116 Inverness Drive East Englewood, Colorado 80112	1.50%

STATE OF COLORADO)
) 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.

Louise Sawtelle
NOTARY PUBLIC

My Commission Expires:
April 7 1984

Residing at 6955 E. Easter Pl.
Englewood, Co 80112

LOUISE SAWTELLE NOTARY PUBLIC

20

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-54913

Lease effective date
6-1-76

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

201323

PART I

1. Assignee's Name
TEXACO OILS INC.

Address *(include zip code)*
P.O. Box 2100, Denver, Colorado 80201

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

T 27 N, R 112 W, 6th P.M.

Section 14: S/2

Containing 320 acres in Sublette County, Wyoming.

RECORDED May 15 1984 8:00 AM
IN BOOK 71 Misc PAGE 729
FEE $6.00 Lenore Yde COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

From the surface to the stratigraphic equivalent of the total depth drilled in the #2-23 Bird Canyon Federal Well located in the C-NW of Sec. 23, T 27 N, R 112 W.

3. Specify interest or percent of operating rights being conveyed to assignee	100% of Assignor's rts.
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	1.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of January, 1984.

DOME PETROLEUM CORP.

By: _____
(Assignor's Signature)
Attorney-in-Fact

1625 Broadway
(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 FEB 1 1984

By _____
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

APR 16 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 the provisions of 43 CFR 3106

FOR ASSIGNEE

WY-00-51

1/29

930

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights [redacted] qualifications *must* be in full compliance with the regula-

WYOMING

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of January, 1984, by Richard H. Tobler, the Attorney-in-Fact of DOME PETROLEUM CORP., a corporation.

WITNESS My hand and official seal.

NOTARY PUBLIC

My commission expires: 2/15/86

Sharon L. Mathews
Notary Public
Residing at: 2900 Dome Tower
1625 Broadway
Denver, Colorado 80202

GPO 833-059

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-01473

Lease effective date 1-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

TEXACO OILS INC.

Address *(include zip code)*

P.O. Box 2100, Denver, Colorado 80201

The undersigned, as owner of 18.75 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T 27 N, R 112 W, 6th P.M. Sec. 23: S/2SE 24: SENW, E/2SW Containing 200 acres in Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

201324

RECORDED May 15 1984 8:00 A M
BOOK 71 Oil & Gas PAGE 731
FEES $6.00 Lorraine Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stowe

WY-005-43

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1.00%

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 3rd day of January, 1984.

DOME PETROLEUM CORP.

By: [signature]
(Assignor's Signature)
Attorney-in-Fact

1625 Broadway
(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.

Request for Approval
In File W-40635

THE UNITED STATES OF AMERICA

Assignment approved effective FEB 01 1984

By Eileen Peterson
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

APR 19 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.*

731

FOR RECORD

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 interest in oil and gas leases. If more than one assignment is made out of a lease

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following

WYOMING

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of January, 1984, by Richard H. Tobler, the Attorney-in-Fact of DOME PETROLEUM CORP., a corporation.

WITNESS My hand and official seal.

NOTARY PUBLIC

My commission expires: 6/15/86

Notary Public
Residing at: 2900 Dome Tower
1625 Broadway
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 - 859

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB NO [redacted]34
Expires: [redacted] 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65484

Lease effective date 12-01-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Stephen A. Bartek

Address (*include zip code*)
P.O. Box 874375
Wasilla, AK 99687

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 23: NE1/4SE1/4, Containing 40.00 acres Sublette County, Wyoming	

201342

RECORDED May 15 1984 2:00 PM
IN BOOK 71 Orst PAGE 729 A
FEES $6.00 Lena Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 1984 .

Leland Capital Corporation

By: [signature]
(Assignor's Signature)

11040 Santa Monica Blvd., Ste 200
(Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

729 A

7304

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

. Of the age of majority in the State where the lands to be assigned are located.

. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

xecuted this First day of April , 19 84 .

Stephen A. Bartel
(Assignee's Signature)

P.O. Box 874375
(Assignee's Address)

Wasilla Alaska 99687
(City) (State) (Zip Code)

itle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United tates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF CALIFORNIA,

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and ~~xxxx

(October 1982) [redacted] DEPARTMENT OF THE INTERIOR [redacted]
BUREAU OF LAND MANAGEMENT

OMB NO [redacted]034
Expires: [redacted]1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Lucille C. Bullock

Address *(include zip code)*
420 N. 21st, Apt. 3
Mattoon, IL 61938

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 PM

Sec. 17: $NW\frac{1}{4}NW\frac{1}{4}$

Contains 40.00 acres.

Sublette County, Wyoming.

Assignment approved as to lands described below

201343

RECORDED May 15 1984 2:00 P M
IN BOOK 71 Orig PAGE 731 A
FEE $6.00 Laird 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%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 9 day of January , 19 84 .

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

731A

PART II 7317

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 13 day of JANUARY, 19 84.

Lucille C. Bullock
(Assignee's Signature)

420 - N - 21st apt 3
(Assignee's Address)

Mattoon Ill 61938
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,
COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 19 84
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President~~ MOG Broker ~~known to me~~ to be the ~~Secretary~~ of Leland Capital Corp.

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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 - 869

[redacted] [redacted]

WY-641, Highline
Chapel Canyon 30-18

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.

201344

RECORDED May 15 1984 2:00 PM
IN BOOK 71 Oil & Gas PAGE 233
FEES $18.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

D&R '81 A

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

ENERGETICS 1981 MID-YEAR LIMITED PARTNERSHIP

By _____

ENERGETICS 1981 STROH MID-YEAR LIMITED PARTNERSHIP

By _____

D&R ENERGY PROGRAM 1981A

By _____

WHITE PINE FUND 1981

By _____

CONTINENTAL-AMERICAN DRILLING PROGRAM 1981-B, LTD.

By _____

ATTEST:

BAY STATE EXPLORATION, INC.

By _____ By _____

ARLINGTON EXPLORATION GROUP

By _____

RSCA LIMITED PARTNERSHIP 1981

By _____

PETRON - III - 1981

By _____

ATTEST:

SUNEXCO ENERGY OIL & GAS PROGRAM 1981,
LIMITED PARTNERSHIP

By _____ By _____

JEFFERY J. TEMPAS

AMERICAN PETROLEUM DRILLING PROGRAM
1981-C

By _____

ENGERED 1981

By _____

CROYAL TWO

By _____

GENERAL HYDROCARBONS 1981 OIL AND GAS
PROGRAM

By _____

GUARANTY ENERGY GROUP 1981

By _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of February, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:

May 24, 1986

Alice h. Bollenbacher
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Darryl P. Ekstrom, general partner, on behalf of D & R Energy Program 1981 A.

WITNESS my hand and official seal.

My Commission Expires:

February 20, 1985

Phyllis R. Wakefield
Notary Public, Phyllis R. Wakefield

Residing at 425 S. Cherry, Ste. 580
Denver, CO 80222

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1981 Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	2.724530%
Energetics 1981 Stroh Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	1.209597%
D&R Energy Program 1981 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	1.092161%
White Pine Fund 1981 1300 TCF Tower Minneapolis, MN 55402-2872	1.092161%
Continental-American Drilling Program 1981-B, Ltd. P. O. Box 618 Bedford, NY 10506	3.081244%
Bay State Exploration, Inc. 120 Royall Street Canton, MA 02021	.911015%
Arlington Exploration Group 137 Newbury Street Boston, MA 02116	.307391%
RSCA Limited Partnership 1981 15 Court Square, Suite 620 Boston, MA 02108	.587183%
Petron - III - 1981 15 Court Square, Suite 620 Boston, MA 02108	.770384
Sunexco Energy Oil & Gas Program 1981, Limited Partnership 7853 E. Arapahoe Court, Suite 2500 Englewood, CO 80112	.370450%
Jeffery J. Tempas 2 Glenridge Drive Littleton, CO 80123	.005641%
American Petroleum Drilling Program 1981-C Rt. 22, Bank of New York Building P. O. Box 618 Bedford, N.Y. 10506	.440387%
Engered 1981 707 Westchester Avenue, Suite 400 White Plains, NY 10604	1.761549%
Croyal Two 707 Westchester Avenue, Suite 400 White Plains, NY 10604	1.818892%

General Hydrocarbons 1981 Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	3.097595%
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	2.927639%

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS AN UNDIVIDED 37.802181% INTEREST IN THE OIL AND GAS LEASES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO.

THE INTENT REPRESENTED IN THIS ASSIGNMENT IS TO CONVEY A PORTION OF THE INTEREST RECEIVED BY ASSIGNOR UNDER THAT CERTAIN ASSIGNMENT FROM BELCO PETROLEUM CORPORATION AS FURTHER DESCRIBED IN EXHIBIT "C" ATTACHED HERETO.

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
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: Township 28 North, Range 111 West Section 7: SE/4 Section 18: Lots 2,3,4, NW/4NE/4, E/2W/2 Sublette County, Wyoming	48	632

239

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED FEBRUARY 20, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

1. Partial Assignment 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. 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.

[redacted] [redacted] [redacted]

RECORDED May 15 84 2:05 P.M.
IN BOOK 71 Ox L PAGE 741
FEES $16.00 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shine

201345

Highline WY-641
Chapel 30-18

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 extent 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, 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. An overriding royalty being reserved herein by Assignor in an amount equal to the difference between the total amount of burdens existing of record on said Oil and Gas Leases (including the overriding royalty due Energetics Royalty Corporation) and seventy-five percent (75%). Said overriding royalty interest shall convert to an undivided fifty percent (50%) working interest and leasehold estate interest upon payout as further defined in Exhibit "A". The term "burdens" as used herein shall be deemed to include all royalties, overriding royalties and, production payments and similar lease burdens. If the interest being conveyed to ASSIGNEE herein is less than one hundred percent (100%), then the overriding royalty interest being reserved by ASSIGNOR and the working interest to which it is convertible shall reduce proportionately.

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.

D & R Energy '81 A

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 24, 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

D&R ENERGY PROGRAM 1981A

By _____

WHITE PINE FUND 1981

By _____

CONTINENTAL-AMERICAN DRILLING PROGRAM 1981-B, LTD.

By _____

ATTEST:

BAY STATE EXPLORATION, INC.

By _____ By _____

ARLINGTON EXPLORATION GROUP

By _____

RSCA LIMITED PARTNERSHIP 1981

By _____

PETRON - III - 1981

By _____

ATTEST:

SUNEXCO ENERGY OIL & GAS PROGRAM, 1981 LIMITED PARTNERSHIP

By _____ By _____

JEFFERY J. TEMPAS

AMERICAN PETROLEUM DRILLING PROGRAM
1981-C

By _____

ENGERED 1981

By _____

CROYAL TWO

By _____

GENERAL HYDROCARBONS 1981 OIL AND GAS
PROGRAM

By _____

GUARANTY ENERGY GROUP 1981

By _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of February, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:
May 24, 1986

Alice h. Bollenbacher
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 31st day of May, 1984, by Darryl P. Ekstrom, general partner, on behalf of D & R Energy Program 1981 A.

WITNESS my hand and official seal.

My Commission Expires:

February 20, 1985

Phyllis R. Wakefield
Notary Public, Phyllis R. Wakefield

Residing at 425 S. Cherry, Ste. 580
Denver, CO 80222

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 24, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

SUBJECT WELL: Chapel Canyon 30-18

Payout shall be deemed to have occurred as of 7:00 A.M. on the first day of the calendar month next following the month in which Assignee has recovered from the proceeds of production of the subject well, after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the subject well plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the subject well to produce such an amount.

Assignor is the owner of an undivided 35.888019% interest as of the date of this assignment and intends to convey a portion of that interest as listed below.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
D&R Energy Program 1981 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	.708525%
White Pine Fund 1981 1300 TCF Tower Minneapolis, MN 55402-2872	.708525%
Continental-American Drilling Program 1981-B, Ltd. P. O. Box 618 Bedford, NY 10506	1.998918%
Bay State Exploration, Inc. 120 Royall Street Canton, MA 02021	.591009%
Arlington Exploration Group 137 Newbury Street Boston, MA 02116	.199416%
RSCA Limited Partnership 1981 15 Court Square, Suite 620 Boston, MA 02108	.380928%
Petron - III - 1981 15 Court Square, Suite 620 Boston, MA 02108	.499777%
Sunexco Energy Oil & Gas Program 1981 Limited Partnership 7853 E. Arapahoe Court, Suite 2500 Englewood, CO 80112	240324%
Jeffery J. Tempas 2 Glenridge Drive Littleton, CO 80123	.003660%
American Petroleum Drilling Program 1981-C Rt. 22, Bank of New York Building P. O. Box 618 Bedford, N.Y. 10506	.285696%

Engered 1981 707 Westchester Avenue, Suite 400 White Plains, NY 10604	1.142783%
Croyal Two 707 Westchester Avenue, Suite 400 White Plains, NY 10604	2.417483%
General Hydrocarbons 1981 Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	2.009525%
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	1.899269%

THE INTENT REPRESENTED IN THIS ASSIGNMENT IS TO CONVEY A PORTION OF THE INTEREST RECEIVED BY ASSIGNOR UNDER THAT CERTAIN PARTIAL ASSIGNMENT OF OIL AND GAS LEASES DATED JANUARY 21, 1983, FROM BELCO PETROLEUM CORPORATION TO ENERGETICS, INC. (AS PREDECESSOR IN INTEREST TO ENERGETICS OPERATING COMPANY).

THIS ASSIGNMENT IS SUBJECT TO THAT POOLING AGREEMENT, DATED FEBRUARY 1, 1984, 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.

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS AN UNDIVIDED 22.602181% INTEREST IN THE OIL AND GAS LEASES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND THE OVERRIDING ROYALTY INTEREST RESERVED HEREIN SHALL ONLY BURDEN THE INTEREST ASSIGNED TO THE ASSIGNEES HEREIN UNDER THIS ASSIGNMENT.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 24, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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 the lease covers: Township 28 North, Range 111 West Section 18: E/2SW/4, Lots 3 & 4 Sublette County, WY	48	632

[redacted] [redacted] [redacted] a)

WY-641, Highline

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.

201346

RECORDED May 15 1984 2:00 P
IN BOOK 71 Deed PAGE 748
FEES $18.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

D & R '81 A

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 26, 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

ENERGETICS 1981 MID-YEAR LIMITED PARTNERSHIP

By _____

ENERGETICS 1981 STROH MID-YEAR LIMITED PARTNERSHIP

By _____

D&R ENERGY PROGRAM 1981A

By _____

WHITE PINE FUND 1981

By _____

CONTINENTAL-AMERICAN DRILLING PROGRAM 1981-B, LTD.

By _____

ATTEST:

BAY STATE EXPLORATION, INC.

By _____ By _____

ARLINGTON EXPLORATION GROUP

By _____

RSCA LIMITED PARTNERSHIP 1981

By _____

PETRON - III - 1981

By _____

ATTEST:

SUNEXCO ENERGY OIL & GAS PROGRAM 1981,
LIMITED PARTNERSHIP

By _____ By _____

_____
JEFFERY J. TEMPAS

AMERICAN PETROLEUM DRILLING PROGRAM
1981-C

By _____

ENGERED 1981

By _____

CROYAL TWO

By _____

GENERAL HYDROCARBONS 1981 OIL AND GAS
PROGRAM

By _____

GUARANTY ENERGY GROUP 1981

By _____

ATTEST:

BEACON EXPLORATION COMPANY

By _____ By _____

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 26th day of February, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:
May 24, 1986

Alice L. Ballenbacher
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Darryl P. Ekstrom, general partner, on behalf of D & R Energy Program 1981 A.

WITNESS my hand and official seal.

My Commission Expires:
February 20, 1985

Phyllis R. Wakefield
Notary Public, Phyllis R. Wakefield

Residing at 425 S. Cherry, Ste. 580
Denver, CO 80222

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 26, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNOR IS THE OWNER OF AN UNDIVIDED 37.802181% INTEREST AS OF THE DATE OF THIS ASSIGNMENT AND INTENDS TO CONVEY A PORTION OF THAT INTEREST AS LISTED BELOW.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1981 Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.883753%
Energetics 1981 Stroh Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.392355%
D&R Energy Program 1981 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	.354263%
White Pine Fund 1981 1300 TCF Tower Minneapolis, MN 55402-2872	.354263%
Continental-American Drilling Program 1981-B, Ltd. P. O. Box 618 Bedford, NY 10506	.999459%
Bay State Exploration, Inc. 120 Royall Street Canton, MA 02021	.295505%
Arlington Exploration Group 137 Newbury Street Boston, MA 02116	.099708%
RSCA Limited Partnership 1981 15 Court Square, Suite 620 Boston, MA 02108	.190464%
Petron - III - 1981 15 Court Square, Suite 620 Boston, MA 02108	.249889%
Sunexco Energy Oil & Gas Program 1981, Limited Partnership 7853 E. Arapahoe Court, Suite 2500 Englewood, CO 80112	.120162%
Jeffery J. Tempas 2 Glenridge Drive Littleton, CO 80123	.001830%
American Petroleum Drilling Program 1981-C Rt. 22, Bank of New York Building P. O. Box 618 Bedford, N.Y. 10506	.142848%
Engered 1981 707 Westchester Avenue, Suite 400 White Plains, NY 10604	.571392%
Croyal Two 707 Westchester Avenue, Suite 400 White Plains, NY 10604	1.208742%

General Hydrocarbons 1981 Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	3.575282%
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	3.379116%
Beacon Exploration Company 410 - 17th Street, Suite 2300 Denver, Colorado 80202	1.436195%

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS AN UNDIVIDED 23.546955% INTEREST IN THE OIL AND GAS LEASES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO.

THE INTENT REPRESENTED IN THIS ASSIGNMENT IS TO CONVEY A PORTION OF THE INTEREST RECEIVED BY ASSIGNOR UNDER THAT CERTAIN ASSIGNMENT FROM BELCO PETROLEUM CORPORATION AS FURTHER DESCRIBED IN EXHIBIT "C" ATTACHED HERETO.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 26, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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 the lease covers: Township 28 North, Range 111 West Section 7: SE/4 Section 18: Lot 2, NW/4NE/4, E/2NW/4 Sublette County, WY	48	632

54

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED FEBRUARY 26, 1984 FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

1. Partial Assignment of Oil and Gas Leases dated January 21, 1983 from Belco Petroleum Corporation to Energetics, Inc. (as predecessor in interest to Energetics Operating Company).

WY-641, Highline
Chapel Canyon 30-18
(Getty)

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.

201347

RECORDED May 15 1984 2:00 P
IN BOOK 71 Deed PAGE 756
FEES $18.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Thune

D & R '81A

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of March 3, 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, Agent and Attorney-in-Fact

ENERGETICS 1981 MID-YEAR LIMITED PARTNERSHIP

By _____

ENERGETICS 1981 STROH MID-YEAR LIMITED PARTNERSHIP

By _____

D&R ENERGY PROGRAM 1981A

By Danny P. Elston

WHITE PINE FUND 1981

By _____

CONTINENTAL-AMERICAN DRILLING PROGRAM 1981-B, LTD.

By _____

ATTEST:

BAY STATE EXPLORATION, INC.

By _____ By _____

ARLINGTON EXPLORATION GROUP

By _____

RSCA LIMITED PARTNERSHIP 1981

By _____

PETRON - III - 1981

By _____

ATTEST:

SUNEXCO ENERGY OIL & GAS PROGRAM 1981,
LIMITED PARTNERSHIP

By _____ By _____

_____
JEFFERY J. TEMPAS

AMERICAN PETROLEUM DRILLING PROGRAM
1981-C

By _____

ENGERED 1981

By _____

CROYAL TWO

By _____

GENERAL HYDROCARBONS 1981 OIL AND GAS
PROGRAM

By _____

GUARANTY ENERGY GROUP 1981

By _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of March, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:

May 24, 1986

Alice h. Bollenbacher
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Darryl P. Ekstrom, general partner, on behalf of D & R Energy Program 1981 A.

WITNESS my hand and official seal.

My Commission Expires:

February 20, 1985

Phyllis R. Wakefield
Notary Public, Phyllis R. Wakefield

Residing at 425 S. Cherry, Ste. 580
Denver, CO 80222

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED MARCH 3, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1981 Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	8.428152% of Assignor's interest
Energetics 1981 Stroh Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	3.741808% of Assignor's interest
D&R Energy Program 1981 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	3.378528% of Assignor's interest
White Pine Fund 1981 1300 TCF Tower Minneapolis, MN 55402-2872	3.378528% of Assignor's interest
Continental-American Drilling Program 1981-B, Ltd. P. O. Box 618 Bedford, NY 10506	9.531624% of Assignor's interest
Bay State Exploration, Inc. 120 Royall Street Canton, MA 02021	2.818168% of Assignor's interest
Arlington Exploration Group 137 Newbury Street Boston, MA 02116	.950896% of Assignor's interest
RSCA Limited Partnership 1981 15 Court Square, Suite 620 Boston, MA 02108	1.816416% of Assignor's interest
Petron - III - 1981 15 Court Square, Suite 620 Boston, MA 02108	2.383136% of Assignor's interest
Sunexco Energy Oil & Gas Program 1981, Limited Partnership 7853 E. Arapahoe Court, Suite 2500 Englewood, CO 80112	1.145960% of Assignor's interest
Jeffery J. Tempas 2 Glenridge Drive Littleton, CO 80123	.017456% of Assignor's interest
American Petroleum Drilling Program 1981-C Rt. 22, Bank of New York Building P. O. Box 618 Bedford, N.Y. 10506	1.362312% of Assignor's interest
Engered 1981 707 Westchester Avenue, Suite 400 White Plains, NY 10604	5.449240% of Assignor's interest
Croyal Two 707 Westchester Avenue, Suite 400 White Plains, NY 10604	5.626624% of Assignor's interest

General Hydrocarbons 1981 Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	16.008505% of Assignor's interest
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	15.130167% of Assignor's interest

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS AN UNDIVIDED 18.832480% OF ASSIGNOR'S INTEREST IN THE OIL AND GAS LEASES DESCRIBED IN EXHIBIT "B".

THE INTENT REPRESENTED IN THIS ASSIGNMENT IS TO CONVEY THE INTEREST RECEIVED BY ASSIGNOR UNDER THAT CERTAIN ASSIGNMENT FROM GETTY OIL COMPANY, ET AL TO ASSIGNOR AS FURTHER DESCRIBED IN EXHIBIT "C".

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED MARCH 3, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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: Township 28 North, Range 111 West, 6th P.M. Section 7: Lots 1-4, E/2, E/2W/2 Section 18: Lots 2-4, NW/4NE/4, E/2W/2 less approximately 69.42 acres lying east of the Highline Canal, as excepted in Warranty Deed, dated June 23, 1932, recorded in Book 1 (Deeds), Page 381 Sublette County, WY From the surface down to, but not below the stratigraphic equivalent of 10,840 feet, as penetrated in the Chapel Canyon Unit No. 30-18 well located in the SW/4 of Section 18, Township 28 North, Range 111 West, Sublette County, WY	48	632

962

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED MARCH 3, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

1. Pooling Agreement dated February 1, 1984 by and between Energetics, Inc. (as predecessor in interest to Energetics Operating Company), First of Wyoming Bank, N.A., Trustee for the Fear Family Trust, and Belco Petroleum Corporation.

2. Partial Assignment of Oil and Gas Lease dated March 2, 1983, between Getty Oil Company, Thomas F. Stroock and Marta F. Stroock, Assignor, and Energetics, Inc., Assignee, recorded August 1, 1983 in Book 68 O&G, Page 661, in Sublette County.

[redacted]

WY-641, Highline
Chapel Canyon 30-18

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.

201348

RECORDED May 15 1984 2:00 P M
IN BOOK 71 Deed PAGE 764
FEES $18.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

D & R Energy '81 A

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 21, 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

ENERGETICS 1981 MID-YEAR LIMITED PARTNERSHIP

By _____

ENERGETICS 1981 STROH MID-YEAR LIMITED PARTNERSHIP

By _____

D&R ENERGY PROGRAM 1981A

By Daniel P. Elsbree

WHITE PINE FUND 1981

By _____

CONTINENTAL-AMERICAN DRILLING PROGRAM 1981-B, LTD.

By _____

ATTEST:

BAY STATE EXPLORATION, INC.

By _____ By _____

ARLINGTON EXPLORATION GROUP

By _____

RSCA LIMITED PARTNERSHIP 1981

By _____

PETRON - III - 1981

By _____

ATTEST:

SUNEXCO ENERGY OIL & GAS PROGRAM 1981,
LIMITED PARTNERSHIP

By _____ By _____

_____
JEFFERY J. TEMPAS

AMERICAN PETROLEUM DRILLING PROGRAM
1981-C

By _____

ENGERED 1981

By _____

CROYAL TWO

By _____

GENERAL HYDROCARBONS 1981 OIL AND GAS
PROGRAM

By _____

GUARANTY ENERGY GROUP 1981

By _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 21st day of February, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:
May 24 1986

Alice L. Bollenbacher
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 31st day of May, 1984, by Darryl P. Ekstrom, general partner, on behalf of D & R Energy Program 1981 A.

WITNESS my hand and official seal.

My Commission Expires:
February 20, 1985

Phyllis R. Wakefield
Notary Public, Phyllis R. Wakefield

Residing at 425 S. Cherry, Ste. 580
Denver, CO 80222

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 21, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1981 Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	4.540883%
Energetics 1981 Stroh Mid-Year Limitec Partnership 116 Inverness Drive East Englewood, Colorado 80112	2.015995%
D&R Energy Program 1981 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	1.820269%
White Pine Fund 1981 1300 TCF Tower Minneapolis, MN 55402-2872	1.820269%
Continental-American Drilling Program 1981-B, Ltd. P. O. Box 618 Bedford, NY 10506	5.135406%
Bay State Exploration, Inc. 120 Royall Street Canton, MA 02021	1.518359%
Arlington Exploration Group 137 Newbury Street Boston, MA 02116	.512318%
RSCA Limited Partnership 1981 15 Court Square, Suite 620 Boston, MA 02108	.978639%
Petron - III - 1981 15 Court Square, Suite 620 Boston, MA 02108	1.283974%
Sunexco Energy Oil & Gas Program 1981, Limited Partnership 7853 E. Arapahoe Court, Suite 2500 Englewood, CO 80112	.617416%
Jeffery J. Tempas 2 Glenridge Drive Littleton, CO 80123	.009402%
American Petroleum Drilling Program 1981-C Rt. 22, Bank of New York Building P. O. Box 618 Bedford, N.Y. 10506	.733978%
Engered 1981 707 Westchester Avenue, Suite 400 White Plains, NY 10604	2.935915%
Croyal Two 707 Westchester Avenue, Suite 400 White Plains, NY 10604	3.031487%

General Hydrocarbons 1981 Oil and Gas Program — 5.162658%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

Guaranty Energy Group 1981 — 4.879398%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS AN UNDIVIDED 63.003634% INTEREST IN THE OIL AND GAS LEASES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO.

THE INTENT REPRESENTED IN THIS ASSIGNMENT IS TO CONVEY A PORTION OF THE INTEREST RECEIVED BY ASSIGNOR UNDER THOSE CERTAIN ASSIGNMENTS FROM BELCO PETROLEUM CORPORATION AS FURTHER DESCRIBED IN EXHIBIT "C" ATTACHED HERETO.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 21, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED FEBRUARY 21, 1984 FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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.

[redacted] [redacted] [redacted]

RECORDED May 15 1984 2:00 P M
IN BOOK 71 D+G Page 772
FEES $16.00 Lorraine Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwain

Highline WY-641

201349

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 extent 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, 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. An overriding royalty being reserved herein by Assignor in an amount equal to the difference between the total amount of burdens existing of record on said Oil and Gas Leases (including the overriding royalty due Energetics Royalty Corporation) and seventy-five percent (75%). Said overriding royalty interest shall convert to an undivided fifty percent (50%) working interest and leasehold estate interest upon payout as further defined in Exhibit "A". The term "burdens" as used herein shall be deemed to include all royalties, overriding royalties and, production payments and similar lease burdens. If the interest being conveyed to ASSIGNEE herein is less than one hundred percent (100%), then the overriding royalty interest being reserved by ASSIGNOR and the working interest to which it is convertible shall reduce proportionately.

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.

D & R Energy '81 A

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 25, 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

D&R ENERGY PROGRAM 1981A

By _____

WHITE PINE FUND 1981

By _____

CONTINENTAL-AMERICAN DRILLING PROGRAM 1981-B, LTD.

By _____

ATTEST:

BAY STATE EXPLORATION, INC.

By _____ By _____

ARLINGTON EXPLORATION GROUP

By _____

RSCA LIMITED PARTNERSHIP 1981

By _____

PETRON - III - 1981

By _____

ATTEST:

SUNEXCO ENERGY OIL & GAS PROGRAM 1981, LIMITED PARTNERSHIP

By _____ By _____

[redacted] [redacted] [redacted]

JEFFERY J. TEMPAS

AMERICAN PETROLEUM DRILLING PROGRAM
1981-C

By _____

ENGERED 1981

By _____

CROYAL TWO

By _____

GENERAL HYDROCARBONS 1981 OIL AND GAS
PROGRAM

By _____

GUARANTY ENERGY GROUP 1981

By _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of February, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:

May 24, 1986

Alice h. Bollenbacher
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Darryl P. Ekstrom, general partner, on behalf of D & R Energy Program 1981 A.

WITNESS my hand and official seal.

PHYLLIS R. WAKEFIELD NOTARY

My Commission Expires:

February 20, 1985

Phyllis R. Wakefield
Notary Public, Phyllis R. Wakefield

Residing at 425 S. Cherry, Ste. 580
Denver, CO 80222

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 25, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

SUBJECT WELL: Chapel Canyon 30-18

Payout shall be deemed to have occurred as of 7:00 A.M. on the first day of the calendar month next following the month in which Assignee has recovered from the proceeds of production of the subject well, after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the subject well plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the subject well to produce such an amount.

Assignor is the owner of an undivided 59.813364% interest as of the date of this assignment and intends to convey a portion of that interest as listed below.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
D&R Energy Program 1981 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	1.180875%
White Pine Fund 1981 1300 TCF Tower Minneapolis, MN 55402-2872	1.180875%
Continental-American Drilling Program 1981-B, Ltd. P. O. Box 618 Bedford, NY 10506	3.331530%
Bay State Exploration, Inc. 120 Royall Street Canton, MA 02021	.985015%
Arlington Exploration Group 137 Newbury Street Boston, MA 02116	.332359%
RSCA Limited Partnership 1981 15 Court Square, Suite 620 Boston, MA 02108	.634879%
Petron - III - 1981 15 Court Square, Suite 620 Boston, MA 02108	.832962%
Sunexco Energy Oil & Gas Program, 1981 Limited Partnership 7853 E. Arapahoe Court, Suite 2500 Englewood, CO 80112	.400541%
Jeffery J. Tempas 2 Glenridge Drive Littleton, CO 80123	.006099%
American Petroleum Drilling Program 1981-C Rt. 22, Bank of New York Building P. O. Box 618 Bedford, N.Y. 10506	.476160%

Engered 1981 707 Westchester Avenue, Suite 400 White Plains, NY 10604	1.904639%
Croyal Two 707 Westchester Avenue, Suite 400 White Plains, NY 10604	4.029139%
General Hydrocarbons 1981 Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	3.349209%
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	3.165448%

THE INTENT REPRESENTED IN THIS ASSIGNMENT IS TO CONVEY A PORTION OF THE INTEREST RECEIVED BY ASSIGNOR UNDER THOSE CERTAIN TWO PARTIAL ASSIGNMENT OF OIL AND GAS LEASES, DATED JANUARY 21, 1983, FROM BELCO PETROLEUM CORPORATION TO ENERGETICS, INC. (AS PREDECESSOR IN INTEREST TO ENERGETICS OPERATING COMPANY).

THIS ASSIGNMENT IS SUBJECT TO THAT POOLING AGREEMENT, DATED FEBRUARY 1, 1984, 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.

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS AN UNDIVIDED 38.003634% INTEREST IN THE OIL AND GAS LEASES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND THE OVERRIDING ROYALTY INTEREST RESERVED HEREIN SHALL ONLY BURDEN THE INTEREST ASSIGNED TO THE ASSIGNEES HEREIN UNDER THIS ASSIGNMENT.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 25, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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 said lease covers certain portions of the following described lands which lie east or above the line of survey of the Highline Canal: Township 28 North, Range 111 West Section 18: E/2SW/4 Sublette County, WY	51	568
14726AB	Beatrice R. Bacon	Belco Petroleum Corporation	3/16/82	Same as Above	64	528
14726AA	Alberta E. Jardine	Belco Petroleum Corporation	3/16/82	Same as Above	64	526

[redacted] [redacted] [redacted]

WY-641, Highline

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.

201350

RECORDED May 15 AT 84 2:00 P
IN BOOK 71 Misc PAGE 779
FEES $18.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

D & R '81 A

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 27, 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

ENERGETICS 1981 MID-YEAR LIMITED PARTNERSHIP

By _____

ENERGETICS 1981 STROH MID-YEAR LIMITED PARTNERSHIP

By _____

D&R ENERGY PROGRAM 1981A

By _____

WHITE PINE FUND 1981

By _____

CONTINENTAL-AMERICAN DRILLING PROGRAM 1981-B, LTD.

By _____

ATTEST:

BAY STATE EXPLORATION, INC.

By _____ By _____

ARLINGTON EXPLORATION GROUP

By _____

RSCA LIMITED PARTNERSHIP 1981

By _____

PETRON - III - 1981

By _____

ATTEST:

SUNEXCO ENERGY OIL & GAS PROGRAM 1981,
LIMITED PARTNERSHIP

By _____ By _____

_____
JEFFERY J. TEMPAS

AMERICAN PETROLEUM DRILLING PROGRAM
1981-C

By _____

ENGERED 1981

By _____

CROYAL TWO

By _____

GENERAL HYDROCARBONS 1981 OIL AND GAS
PROGRAM

By _____

GUARANTY ENERGY GROUP 1981

By _____

ATTEST:

BEACON EXPLORATION COMPANY

By _____ By _____

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of February, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My commission expires:
May 21, 1986

Alice L. Bollenbacher
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of May, 1984, by Darryl P. Ekstrom, general partner, on behalf of D & R Energy Program 1981 A.

WITNESS my hand and official seal.

My Commission Expires:
February 20, 1985

Phyllis R. Wakefield
Notary Public, Phyllis R. Wakefield

Residing at 425 S. Cherry, Ste. 580
Denver, CO 80222

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 27, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.
ASSIGNOR IS THE OWNER OF AN UNDIVIDED 63.003634% INTEREST AS OF THE DATE OF THIS ASSIGNMENT AND INTENDS TO CONVEY A PORTION OF THAT INTEREST AS LISTED BELOW.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1981 Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	1.472921%
Energetics 1981 Stroh Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.653926%
D&R Energy Program 1981 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, MN 55416	.590438%
White Pine Fund 1981 1300 TCF Tower Minneapolis, MN 55402-2872	.590438%
Continental-American Drilling Program 1981-B, Ltd. P. O. Box 618 Bedford, NY 10506	1.665765%
Bay State Exploration, Inc. 120 Royall Street Canton, MA 02021	.492508%
Arlington Exploration Group 137 Newbury Street Boston, MA 02116	.166180%
RSCA Limited Partnership 1981 15 Court Square, Suite 620 Boston, MA 02108	.317440%
Petron - III - 1981 15 Court Square, Suite 620 Boston, MA 02108	.416481%
Sunexco Energy Oil & Gas Program 1981, Limited Partnership 7853 E. Arapahoe Court, Suite 2500 Englewood, CO 80112	.200270%
Jeffery J. Tempas 2 Glenridge Drive Littleton, CO 80123	.003050%
American Petroleum Drilling Program 1981-C Rt. 22, Bank of New York Building P. O. Box 618 Bedford, N.Y. 10506	.238080%
Engered 1981 707 Westchester Avenue, Suite 400 White Plains, NY 10604	.952320%
Croyal Two 707 Westchester Avenue, Suite 400 White Plains, NY 10604	2.014570%

General Hydrocarbons 1981 Oil and Gas Program 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	5.958803%
Guaranty Energy Group 1981 200 Transwestern II Building P. O. Box 31515 Billings, MT 59107-1515	5.631859%
Beacon Exploration Company 410 - 17th Street, Suite 2300 Denver, CO 80202	2.393657%

IT IS UNDERSTOOD THAT ASSIGNOR RETAINS AN UNDIVIDED 39.244928% INTEREST IN THE OIL AND GAS LEASES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO.

THE INTENT REPRESENTED IN THIS ASSIGNMENT IS TO CONVEY A PORTION OF THE INTEREST RECEIVED BY ASSIGNOR UNDER THAT CERTAIN ASSIGNMENT FROM BELCO PETROLEUM CORPORATION AS FURTHER DESCRIBED IN EXHIBIT "C" ATTACHED HERETO.

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 27, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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 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 Sublette County, WY	64	528
[redacted]726AA	Alberta E. Jardine	Belco Petroleum Corporation	3/16/82	Same as above	64	526

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED FEBRUARY 27, 1984
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN.

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.

Form-3106 – 5
(October 1982)

[redacted] DEPARTMENT OF THE INTERIOR [redacted]
BUREAU OF LAND MANAGEMENT

OMB No. [redacted]
Expires: Au[redacted]985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Mary McComb

Address *(include zip code)*
25 Oakwood Dr.
Chillicothe, OH 45601

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 PM

Sec. 13: $SE\frac{1}{4}NE\frac{1}{4}$

Contains 40.00 acres.
Sublette County, Wyoming.

Assignment approved as to lands described below

201354

RECORDED May 16 1984 8:00A M
IN BOOK 71 Orig PAGE 787
FEES $6.00 Lois J. 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	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 9 day of January , 19 84 .

Leland Capital Corporation

by _____ 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.
3. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this Sixth day of March, 19 84.

Mary M. Combs
(Assignee's Signature)

25 Orchard Dr.
(Assignee's Address)

Chillicothe Ohio 45601
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, ~~and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx known to me to be the xxxxxxxxxxxxx~~ Secretary of Leland Capital Corp the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

Dennis McCarthy
Notary Public in and for said State.

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.

...e Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

...reau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

...reau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

...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

OMB N[redacted]0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Robert W. Meinke

Address *(include zip code)*
1688 Manor Lane
Concord, CA 94521

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 PM

Sec. 17: $NW\frac{1}{4}SW\frac{1}{4}$

Contains 40.00 acres.

Sublette County, Wyoming.

201355

Assignment approved as to lands described below

RECORDED May 16 1984 8:00 A.M.
IN BOOK 71 Oil & Gas PAGE 289
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by 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	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 9 day of January, 1984.

Leland Capital Corporation
by Constance Delores Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

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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 11 day of January, 1984.

Robert W. McKenzie
(Assignee's Signature)

1688 MANOR LANE
(Assignee's Address)

Concord CA. 94521
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.

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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President and~~ MOG Broker ~~known to me to be the Secretary~~ of Leland Capital Corp. the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

ureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

ureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 – 559

Form 3106-5
(October 1982) [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIO[redacted]
BUREAU OF LAND MANAGEMENT

OMB N[redacted]034
Expires: [redacted] 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Billy J. Rhodes

Address *(include zip code)*
1014 Bowie Street
Baytown, TX 77520

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 PM

Sec. 17: $SE\frac{1}{4}SW\frac{1}{4}$

Contains 40.00 acres.

Sublette County, Wyoming.

201356

Assignment approved as to lands described below

RECORDED May 16 1984 8:00A
IN BOOK 71 Orig PAGE 791
FEES $6.00 Lena J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9th day of January , 19 84 .

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

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PART II 792

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 11 day of JANUARY, 1984.

Billy J. Rhodes
(Assignee's Signature)

1014 BOWIE STREET
(Assignee's Address)

BAYTOWN TX 77520
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.

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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9th., 1984,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President and~~ MOG BROKER, ~~known to me~~ to be the ~~Secretary~~ of Leland Capital Corp.,
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

ureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

ureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 – 550

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-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Martha D. Eden

Address *(include zip code)*
911 Wesley Rd.
Knoxville, TN 37919

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 PM

Section 14: SW1/4NE1/4

Containing 40.00 acres
Sublette County, Wyoming

Assignment approved as to lands described below

201377

RECORDED May 17 1984 3:00 PM
IN BOOK 71 O+S PAGE 793
FEES $6.00 Lang Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	

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 9 day of January , 19 84.

Leland Capital Corporation

By: _____
(Assignor's Signature)

11040 Santa Monica Blvd., Ste 200
(Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

. Of the age of majority in the State where the lands to be assigned are located.

. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 26th day of March, 1984.

Martha Dolores Eden
(Assignee's Signature)

911 Wesley Road
(Assignee's Address)

Knoxville, TN, 37919
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, ~~and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx known to me to be the xxxxxxxxxxxxxxxxxx~~ Secretary of Leland Capital Corp

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

. Federal lessee is [redacted] 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

OMB [redacted]0034
Expires: [redacted]31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-65482

Lease effective date 02-01-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Theodore G. Johnson

Address *(include zip code)*

736 Annursac Hill Road
~~Concord, MA 01742~~

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 13: NW1/4SE1/4, SW1/4SW1/4 Containing 80.00 acres Sublette County, Wyoming	

201379

RECORDED May 17 1984 3:00 P.
IN BOOK 71 Deed PAGE 795
FEES $ 6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ethune

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 19 84.

land Capital Corporation

: _____
(Assignor's Signature)

11040 Santa Monica Blvd., Ste 200
(Assignor's Address)

Los Angeles, CA 90025
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 [illegible] official form in accordance with provisions of 43 CFR 3106.

795

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

. Of the age of majority in the State where the lands to be assigned are located.

. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

xecuted this 26th day of March , 1984 .

Thomas A. Thompson
(Assignee's Signature)

736 Annursnac Hill Rd.
(Assignee's Address)

Concord , Ma. 01742
(City) (State) (Zip Code)

itle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United tates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

TATE OF CALIFORNIA,

COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and [redacted] to be the Secretary of Leland Capital Corp

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

ureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

ureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

Federal lessee is [redacted] to report this information under provis[redacted]3 CFR 3106.

Form 3106 – 5
(October 1982)

[redacted]
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]
OMB NO [redacted]034
Expires: [redacted] 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-65484

Lease effective date
12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Jack L. Johnston

Address *(include zip code)*
West Coast Optical, 925 26th Ave E.
Bradenton, FL 33508

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Sec. 23: $SW\frac{1}{4}NW\frac{1}{4}$ Contains 40.00 acres. Sublette County, Wyoming.	

201381

RECORDED May 16 19 84 8:00A M
IN BOOK 71 Deeds PAGE 797
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Keene

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 19 84.

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

798

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 11 day of JAN, 19 84

Jack L. Johnston
(Assignee's Signature)

925 26th Ave E
(Assignee's Address)

Bradenton, Fl 33508
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.

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 a

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the President and MOG Broker, known to me to be the Secretary of of Leland Capital Corp.
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 13, 1984

Dennis McCarthy
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

GPO 837 - 859

3106 - 5
ober 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APP[redacted]
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-65482

Lease effective date 2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

ssignee's Name
Anthony J. Nastus

Address (include zip code)
6729 Goldsboro Rd.
Bethseda, MD 20817

e undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns
he assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment

T. 29 N., R. 103 W., 6th PM

Section 15: SW1/4SW1/4

Containing 40.00 acres
Sublette County, Wyoming

201382

Assignment approved as to lands described below

RECORDED May 18 1984 8:00AM
BOOK 71 Deed PAGE 799
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Steiner

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	

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 9 day of January, 19 84.

Leland Capital Corporation

By: [signature]
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, NY 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 accord-
ance 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 16 day of MARCH, 1984.

Anthony J. Martin
(Assignee's Signature)

6107 Wisconsin Road
(Assignee's Address)

Bethesda, MD. 20816
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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

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.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Stephen M. Thompson, known to me to be the President, and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx known to me to be the xxxxxxxxxx Secretary of Leland Capital Corp the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

(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.

WY-2[redacted]

m 3106–14
tember 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-54136

Lease effective date

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

201394

Assignee's Name
BACKER RESOURCES LTD.

Address (include zip code)
1040 - 609 Granville Street
Vancouver, British Columbia V7Y 1G5

RECORDED May 18 1984 1:00 P M
BOOK 71 PAGE 797A
FEES 8.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McKinnon

e undersigned, as owner of ** percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, d/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)

TRACT I
Township 27 North, Range 111 West, 6th P.M.
Section 15: SE4
TRACT II
Township 27 North, Range 111 West, 6th P.M.
Section 14: All
TRACT III
Township 27 North, Range 111 West, 6th P.M.
Section 15: SW4
Sublette County, Wyoming
all 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 in Section 15-T27N-R111W, 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 Bk 65 at Pg 395 in Sublette County, Wy.
** Tract I 82.8108% Tract II 49.68648% Tract III 82.8108%

. Specify interest or percent of operating rights being conveyed to assignee	Tr. I: 14.4%; Tr. II: 14.4%; Tr. III: 24%
. Specify interest or percent of operating rights being retained by assignor	Tr. I: 68.4108%;Tr.II: 35.28648%;Tr.III:58.8108
. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	Tr. I: 12.25% out of which the interest being assigned bears only a burden of [illegible]%;Tr.II: 6.2%;Tr.
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	III: 12.2 percen

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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.

ATTEST:

(Assignor's Signature)

ENERGETICS OPERATING COMPANY

(Assignor's Address)

116 Inverness Drive East
Englewood, Colorado 80112

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 7th day of February, 19 84.

BACKER RESOURCES LTD.

per: D M Mercier, Pres.
(Assignee's Signature)

DAVID M. MERCIER

1040 - 609 Granville Street
(Assignee's Address)

Vancouver, British Columbia V7Y 1G5
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 7th day of February, 1984, by D M Mercier, President of Backer Resources Ltd., a ~~general partner, on behalf of~~ _____, a ~~limited partnership~~. Witness my hand and official seal.

My commission expires:

2/20/85

Phyllis L Hatchfield
Notary Public

Residence Denver Co
(City, State)

Address _____

NOTARY PUBLIC (SEAL) COLORADO

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to ir 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 25th day of January, 1984 by Gene W. Anderson, Vice President - Land of Energetics Operating Company, a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

BETTY A. HERROLD NOTARY PUBLIC STATE

Betty A. Herrold
Betty A. Herrold, Notary Public
My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

799

Form 3110-2
(September 1973)
(formerly 3120-19)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1975 OCT 10 AM 10 00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
OCT 09 1975
GEOLOGICAL SURVEY
CASPER, WYOMING

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Judee Lea McGuire
Box 95
Indian Hills, CO 80454

Name
Street
City
State
Zip Code

W 52396
(Serial Number)

This lease subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of 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. 36 N., R. 114 W., 6th Prin. Mer.
Section 5: Lots 1, 2, 3, 4, S½N½, S½
Section 6: S½NE¼

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 26 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Lands in lease were not within a known geologic structure on date of lease issuance.

Area Geologist
For the Director
U. S. Geological Survey

Containing a total of 688.00 acres	Annual Rental . . . . . $ 344.00

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: NOV 1 1975

THE UNITED STATES OF AMERICA

201395

By _____
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

OCT 3 1975
(Date)

RECORDED May 18 1984 1:00 PM
IN BOOK 71 Ont PAGE 800
FEES $6.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Thurm

ORIGINAL

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary 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

and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *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 fossil, 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 [illegible] when required and to

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

(February 1971)
FACSIMILE REPRODUCTION by
Tallock's Inc., Denver—266-1681

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB NO. 42—R1599

Serial No. W-52396

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1975 NOV -5 AM 10 00
RECEIVED
CHEYENNE, WYOMING

LAND OFFICE USE ONLY
New Serial No.

201396

RECORDED May 18 1984 1:00 P.M.
BOOK 71 Deed PAGE 802
FEE $6.00 Laney Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElvain

1. Richard K. Cramer
1140 Petroleum Club Building
Denver, Colorado 80202

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) NOV 1 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (*43 CFR 3101.2–3*)

Township 36 North, Range 114 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: S/2NE/4

Containing 688 acres, more or less, located in Sublette County, Wyoming.

3. What part of assignor(s) record title interest is being conveyed to assignee? (*Give percentage or share*) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? (*See Item 4 of General Instructions; specify percentage.*) Five Percent (5%) ORR

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of October, 1975

Judee Lea McGuire
(Assignor's Signature)

Judee Lea McGuire

Box 95
(Assignor's Address)

Indian Hills, Colorado 80454
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 26 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1975

By Wilbur W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 3 1975
(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*

WA [redacted] D-6096 (10-3) [redacted] ORIGINAL

[redacted] [redacted] [redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1975 NOV -5 AM 10:00

RECEIVED
CHEYENNE, WYOMING

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☑ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 24th day of October, 1975

Richard K Cramer
RKCramer
(Assignee's Signature)

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 26 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

R. K. CRAMER
1140 Petroleum Club Bldg.
Denver, Colorado 80202
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colorado }
COUNTY OF Denver } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of October, 1975, personally appeared Judee Lea McGuire

and [redacted], 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 March 17, 1976

Virginia M. Minor
Notary Public

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by Tatlock's Inc., Denver-266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-52396

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

201397

LAND OFFICE USE ONLY
New Serial No.

1. DAVIS OIL COMPANY
1100 Metrobank Building
475 - 17th Street
Denver, Colorado 80202

RECORDED May 18 1984 1:00 P M
IN BOOK 71 Misc PAGE 204
FEES 6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McElwain

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued, effective (*date*) November 1, 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (*43 CFR 3101.2-3*)

Township 36 North, Range 114 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: S/2NE/4

Containing 688 acres, more or less, located in Sublette County, Wyoming.

3. What part of assignor(s) record title interest is being conveyed to assignee? (*Give percentage or share*) 100%

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? (*See Item 4 of General Instructions; specify percentage.*) NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) Five Percent (5%) ORR

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 75

Richard K. Cramer
(Assignor's Signature)
RICHARD K. CRAMER

1140 Petroleum Club Building
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 26 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1975

By Elenna M. Tanc
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

DEC 3 1975
(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

[redacted] [redacted] ORIGINAL [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation W-063438
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Evidence of Authority of Attorney in Fact is filed in W-063438 and such authority is still in effect.

Executed this 31st day of October, 1975

DAVIS OIL COMPANY

The undersigned hereby certifies that he does not have any interest in the Assignment if approved for the lease if it issues nor will any other person or party have an interest in the Assignment or Lease to the best of my knowledge.

(Assignee's Signature) Paul Messinger

CERTIFIED to be a true and comparative copy of the official records on file

FEB 26 1981

CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Paul Messinger, Attorney In Fact
1100 Metrobank Building, 475 17th St.
Denver, Colorado 80202

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado Utah, Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared .....

.....

and .....

....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... 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

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at lease sixty (60) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a re-assignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any re-assignment 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. The liability of Assignee's failure to comply with the above shall be limited to the consideration paid for this assignment.

Form 3106–5
(February 1971)
FACSIMILE REPRODUCTION by
Tallock's Inc., Denver–266-1681

806

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-52396

LAND OFFICE USE ONLY
New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

201398

Barbara Davis
1100 Metrobank Building
Denver, Colorado 80202

1.

RECORDED May 18 1984 8 o'clock A.M.
IN BOOK 71 Deed PAGE 806
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Bellem

CHEYENNE, WYO. MAY 1 4 1984
BUREAU OF LAND MANAGEMENT

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) November 1, 1975, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)*

Township 36 North, Range 114 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: S/2NE/4

Containing 688.00 acres, more or less, in Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* ALL

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* NONE
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of April, 1976
DAVIS OIL COMPANY, a Partnership

By: Paul Messinger
(Assignor's Signature)
Paul Messinger, Attorney in Fact

Evidence of Authority of Attorney in Fact is filed in W-56943 and such authority is still in effect

1100 Metrobank Building
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 26 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved effective JUN 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 1 1976
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

nn [redacted] D-6096 [redacted] Original Request for Approval Filed in W-533[redacted] ORIGINAL

[redacted] PART [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1976 MAY -4 AM 10:00
CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 26 1981
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

TATE OF COLORADO)
) SS
OUNTY OF DENVER)

n this 29th day of April, 1976, before me a Notary Public in and for said County and State, ame the above named Paul Messinger who is personally known to me to be the identical person hose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPAN' Partnership, and he acknowledged that he executed the above instrument as his free and oluntary 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.

itness my hand and official seal on the day and year last above written.

y Commission Expires:
March 26, 1978

Notary Public

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.
2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.
3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.
4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, *except* in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 52396

Lease effective date
November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

See Attached Rider

Address *(include zip code)*

See Attached Rider

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2–3)

Township 36 North, Range 114 West
Section 5: Lots 1,2,3,4, S½N½, S½
Section 6: S½NE¼

Sublette County, Wyoming
Containing 688.00 acres of land, more or less

201399

RECORDED May 18 1984 1:00 P M
IN BOOK 71 Ores PAGE 808
FEES $16.75 Lois J Yuke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

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	1.25%
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 24 th day of March , 1981 .

Barbara Davis
(Assignor's Signature)

1100 Metrobank Building
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1981

By A L Speltz
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

JAN 4 1982
(Date)

012209

WY-9062

NOTE: This [redacted] be reproduced provided that copies are ex[redacted]oductions on one sheet of both sides of [redacted]ial form in ac[redacted]with the provisions of 43 CFR 3106

[redacted] CLAIMANT

Williams Exploration Company
Market Tower II, Suite 600
3025 South Parker Road
Aurora, Colorado 80014

Terra Resources, Inc.
5975 South Syracuse Street
Englewood, Colorado 80111

Chevron U.S.A. Inc.
P.O. Box 599
Denver, Colorado 80201

Rainbow Resources, Inc.
Market Tower II, Suite 600
3025 South Parker Road
Aurora, Colorado 80014

Rainbow Resources, Inc.
Exploration Partnership 1976
Market Tower II, Suite 600
3025 South Parker Road
Aurora, Colorado 80014

INTERESTS OF ABOVE PARTIES UPON ASSIGNMENT

Rainbow Resources, Inc. - undivided 25%
Rainbow Resources, Inc., Exploration Partnership 1976 - - - - undivided 25%
Terra Resources, Inc. - undivided 25%
Williams Exploration Company - undivided 12.5%
Chevron U.S.A. Inc. - undivided 12.5%

8A0 II

43422-5

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.

Evidence of Power of Attorney in W-56800 is still in effect. There is no agreement between the agent and Terra Resources, Inc., or any other person by which the agent or such other person shall receive any interest in the lease.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all 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 April, 1981.

TERRA RESOURCES, INC.

By Walter B. Raymond
(Assignee's Signature)

5975 South Syracuse Street
(Assignee's Address)

WALTER B. RAYMOND, AGENT AND ATTORNEY-IN-FACT

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.

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.

GPO 857 - 257

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 6th day of April , 1981 .

RAINBOW RESOURCES, INC., EXPLORATION PARTNERSHIP 1976

By John R. Gregg
(Assignee's Signature)
John R. Gregg, Attorney-in-Fact

Market Tower II, Suite 600
(Assignee's Address)
3025 South Parker Road
Aurora CO 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, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title in interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

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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.

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Evidence of Power-of-Attorney is filed under W 56800 and such authority is still in force and effect.

GPO 857 - 257

811

817 PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
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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 6th day of April, 1981.

RAINBOW RESOURCES, INC.

By Joe Gill
(Assignee's Signature)
Joe Gill, Attorney-in-Fact

Market Tower II, Suite 600
(Assignee's Address)
3025 South Parker Road
Aurora CO 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, or fraudulent statements or representations as to any matter within its jurisdiction.

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[redacted] [redacted] [redacted]

GPO 857 - 257

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 BLM 066100 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of April , 1981 .

WILLIAMS EXPLORATION COMPANY

By Joe Gill
(Assignee's Signature)
Joe Gill, Attorney-in-Fact

Market Tower II, Suite 600
(Assignee's Address)
3025 South Parker Road
Aurora CO 80014
(City) (State) (Zip Code)

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3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

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(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
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Evidence of Power-of-Attorney is filed under W 56800 and such authority is still in force and effect.

GPO 857 - 257

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79189

RELEASE

OF

OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 245 Market Street, San Francisco, California 94105 does hereby release 44% of its overriding royalty interest and 100% of its contingent interest in net profits reserved in the Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated March 23, 1983, from Pacific Transmission Supply Company to Natural Gas Corporation of California in and to the oil and gas lease described as follows:

Serial No.: W-45261

Lease Date: June 1, 1974

Description: T29N-R114W, 6th P.M.
Section 14: W/2
Containing 320.00 acres, m/1,
Sublette County, Wyoming

Signed and executed this 3rd day of April, 1984.

ATTEST:

By: _____
Assistant Secretary

PACIFIC TRANSMISSION SUPPLY COMPANY

By: _____
H. G. Culp, Vice-President

201408

A C K N O W L E D G M E N T

RECORDED May 21 1984 8:00 A.M.
IN BOOK 71 Misc PAGE 815
FEES 4.00 Lauri Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Thum

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 3rd day of April, 1984, before me, Beverly J. Crawford, a Notary Public in and for said City, County, and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Vice President of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he subscribed the name of said company thereto as principal, and his name as Vice President and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written.

OFFICIAL SEAL
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986
My Commission Expires

Beverly J. Crawford
Notary Public in and for said
City, County and State

[redacted] [redacted] [redacted]

[redacted] Chap[redacted]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 1980 YEAR-END LIMITED PARTNERSHIP, 116 Inverness Drive East, Englewood, Colorado 80112; MM&S PARTNERS, 116 Inverness Drive East, Englewood, Colorado 80112; and ENERGETICS CAPITAL LIMITED PARTNERSHIP, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNORS"), do hereby bargain, sell, assign, transfer and convey in proportion to the interest owned by each ASSIGNOR as of the date of this Assignment unto the Assignees listed on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "ASSIGNEES"), in the percentages set out beside the respective ASSIGNEES, to the extent 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 ASSIGNEES.

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 ASSIGNEES, 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. An overriding royalty being reserved herein by ASSIGNORS in the amount of three percent (3%). Said overriding royalty interest shall convert to an undivided fifty percent (50%) working interest and leasehold estate interest upon payout as further defined in Exhibit "A." The term "burdens" as used herein shall be deemed to include all royalties, overriding royalties and production payments and similar lease burdens. If the interest being conveyed to ASSIGNEES herein is less than one hundred percent (100%,) then the overriding royalty interest being reserved by ASSIGNORS and the working interest to which it is convertible shall reduce proportionately.

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. ASSIGNORS agree 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 ASSIGNORS to ASSIGNEES in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

7. ASSIGNORS agree to keep and maintain for ASSIGNEES' account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNORS shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

RECORDED May 24 1984 2:00 PM
IN BOOK 71 816
FEES $12.25
SUBLETTE COUNTY CLERK
WYOMING

201476

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of April 17, 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.

A S S I G N O R S

ATTEST:

Lorene Switzer
Asst Secretary

ENERGETICS CAPITAL LIMITED PARTNERSHIP
By: ENERGY ASSOCIATES, INC., as General Partner

By: J. T. Reagan
J. T. Reagan, President

816

87

ATTEST:

Assistant Secretary

ATTEST:

ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP
By: ENERGY ASSOCIATES, INC., as General Partner

By: J. T. Reagan
J. T. Reagan, President

MM&S PARTNERS

By:
Jordan R. Smith

A S S I G N E E S

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

By:

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of ~~April~~ May, 1984, by J. T. Reagan, as President of Energy Associates, Inc., as General Partner of ENERGETICS CAPITAL LIMITED PARTNERSHIP, a Colorado limited partnership, on behalf of said partnership.

Witness by hand and official seal.

My commission expires:

May 13, 1988

Marguerite C. Scott
Notary Public

(SEAL)

Name: My Commission Expires May 13, 1988
Address: ~~[illegible] South Sycamore Street~~
~~Littleton, Colorado 80120~~

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ___ day of _____, 1984, by J. T. Reagan, as President of Energy Associates, Inc., as General Partner of ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP, a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

_____

Marguerite C. Scott
Notary Public

Name: My Commission Expires May 13, 1988
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

(SEAL)

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ___ day of _____, 1984, by Jordan R. Smith, General Partner on behalf of MM&S PARTNERS, a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

_____

Marguerite C. Scott
Notary Public

Name: My Commission Expires May 13, 1988
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

_____

Maria A. Salemmo
Notary Public

Name:
Address:

_____

MARIA A. SALEMMO
NOTARY PUBLIC, State of New York
No. 4711643
Qualified in Westchester County
Commission Expires March 30, 1986

(SEAL)

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED APRIL 17, 1984
FROM ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP, ETAL TO AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

SUBJECT WELL: CHAPEL #10-25, located in Section 25-T28N-R112W

Payout shall be deemed to have occurred as of 7:00 A.M. on the first day of the calendar month next following the month in which Assignee has recovered from the proceeds of production of the subject well, after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the subject well plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the subject well to produce such an amount.

ASSIGNEES	PERCENTAGE OF OWNERSHIP	
	BEFORE PAYOUT OF SUBJECT WELL	AFTER PAYOUT OF SUBJECT WELL
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	2.31215%	1.56607%

Subject to the terms and conditions of that certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS CAPITAL LIMITED PARTNERSHIP, ET AL, AND AMERICAN PETROLEUM ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., COVERING LANDS IN SUBLETTE COUNTY, WYOMING, DATED APRIL 9, 1984.

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	Township 28 North, Range 112 West Section 25: Lot 2, N½NW¼, SE¼NW¼ Limited in depth from the surface to the stratigraphic equivalent of 9,827 feet as encountered in the Energetics Chapel #10-25 Well located in the NW¼, Section 25, Township 28 North, Range 112 West.	48	628

828

[redacted] May 04 [redacted] 8:4 P.M
BOOK 71 OR D 821
FEES $ 12.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WY-322
Chapel Canyon 10-25

201477

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. An overriding royalty being reserved herein by ASSIGNORS in the amount of three percent (3%). Said overriding royalty interest shall convert to an undivided fifty percent (50%) working interest and leasehold estate interest upon payout as further defined in Exhibit "A." The term "burdens" as used herein shall be deemed to include all royalties, overriding royalties and production payments and similar lease burdens. If the interest being conveyed to ASSIGNEES herein is less than one hundred percent (100%,) then the overriding royalty interest being reserved by ASSIGNORS and the working interest to which it is convertible shall reduce proportionately.

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.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of May 15, 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 mlb
Joseph C. Mencin as Agent and
Attorney-in-Fact

AMERICAN PETROLEUM-ENERGETICS
INCOME AND DEVELOPMENT PROGRAM I, LTD.

By

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of May, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/24/86

Alice N. Ballenbacher
Notary Public

Name: ALICE N. BALLENBACHER
Address: 155 S. Fairfax St
Denver CO 80222

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

Maria A. Salemmo
Notary Public

Name:
Address:

MARIA A. SALEMMO
NOTARY PUBLIC, State of New York
No. 4716443
Qualified in Westchester County
Commission Expires March 30, 1985

(SEAL)

824

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED APRIL 17, 1934
FROM ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP, ETAL TO AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

SUBJECT WELL: CHAPEL #10-25, located in Section 25-T28N-R112W

Payout shall be deemed to have occurred as of 7:00 A.M. on the first day of the calendar month next following the month in which Assignee has recovered from the proceeds of production of the subject well, after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the subject well plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the subject well to produce such an amount.

ASSIGNEES	PERCENTAGE OF OWNERSHIP	
	BEFORE PAYOUT OF SUBJECT WELL	AFTER PAYOUT OF SUBJECT WELL
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	.030861%	.015431%

Subject to the terms and conditions of that certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS CAPITAL LIMITED PARTNERSHIP, ET AL, AND AMERICAN PETROLEUM ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., COVERING LANDS IN SUBLETTE COUNTY, WYOMING, DATED APRIL 9, 1984.

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	Township 28 North, Range 112 West Section 25: Lot 2, N½NW¼, SE¼NW¼ Limited in depth from the surface to the stratigraphic equivalent of 9,827 feet as encountered in the Energetics Chapel #10-25 Well located in the NW¼, Section 25, Township 28 North, Range 112 West.	48	628

826

RECORDED May 04 84 P M
IN BOOK 71 OR PAGE 826
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

201478

WY-322
Chapel #10-25 Well

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, INC., a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 ("ASSIGNOR,") does hereby bargain, sell, assign, transfer and convey unto the Assignees ("ASSIGNEES") 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 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. 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 ASSIGNEES' 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 effective for all purposes as of April 17, 1984, and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Assignment.

A S S I G N O R

ATTEST:

ENERGETICS, INC.

By: Joseph C Mencin mlb
Joseph C. Mencin, Agent and Attorney-in-Fact

A S S I G N E E S

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

By:

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of May, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/24/86

Alice N. Bollenbacher
Notary Public

Name: ALICE N BOLLENBACHER
Address: 155 S Fairfax ST
Denver CO 80222

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a ~~Colo~~ Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

Maria A. Salemmo
Notary Public

Name:
Address:

MARIA A. SALEMMO
NOTARY PUBLIC, State of New York
No. 4716443
Qualified in Westchester County
Commission Expires March 30, 1986

(SEAL)

EXHIBIT "A"

Attached to and made a part of that certain Assignment from Energetics, Inc., a Delaware corporation, to American Petroleum-Energetics Income and Development Program I, Ltd., et al, dated April 17, 1984.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	0.275794%

EXHIBIT "B"

Attached to and made a part of that certain Assignment from Energetics, Inc., a Delaware corporation, to American Petroleum-Energetics Income and Development Program I, Ltd., et al, dated April 17, 1984.

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	Township 28 North, Range 112 West Section 25: Lot 2, N½NW¼, SE¼NW¼ Sublette County, Wyoming	48	628

EXHIBIT "C"

Attached to and made a part of that certain Assignment from Energetics, Inc., a Delaware corporation, to American Petroleum-Energetics Income and Development Program I, Ltd., et al, dated April 17, 1984.

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 predecessor in interest to Energetics Operating Company).

That certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

[redacted] [redacted] Char[redacted]-25 Well

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 ("ASSIGNEES") listed on Exhibit "A" attached hereto and made a part hereof, in the percentages set out beside the respective ASSIGNEE, 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 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. 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.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of April 17, 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.

A S S I G N O R

ATTEST:

ENERGETICS OPERATING COMPANY

201479

Joseph C. Mencin, Agent and Attorney-in-Fact

A S S I G N E E S

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

RECORDED May 24 19 84 P M
IN BOOK 71 OF PAGE 831
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

831

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of May, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/24/86

Alice N Bollenbacher
Notary Public

Name: ALICE N. BOLLENBACHER
Address: 155 S. Fairfax St
Denver CO 80222

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

Maria A. Salcimmo
Notary Public

Name:
Address:

MARIA A. SALCIMMO
NOTARY PUBLIC, State of New York
No. 4716443
Qualified in Westchester County
Commission Expires March 30, 1986

(SEAL)

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT FROM ENERGETICS OPERATING COMPANY TO AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ASSIGNEE, DATED APRIL 17, 1984.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
AMERICAN PETROLEUM -ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	0.26624%

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS OPERATING COMPANY, AS ASSIGNOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ASSIGNEE, DATED APRIL 17, 1984.

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	Township 28 North, Range 112 West Section 25: Lot 2, N½NW¼, SE¼NW¼ Sublette County, Wyoming	48	628

23-1

EXHIBIT "C"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS OPERATING COMPANY AS ASSIGNOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ASSIGNEE, DATED APRIL 17, 1984

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 predecessor in interest to Energetics Operating Company) as Assignee

Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

[redacted] [redacted] Chape[redacted] Wy-322

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 1980 YEAR-END LIMITED PARTNERSHIP, 116 Inverness Drive East, Englewood, Colorado 80112; ENERGETICS 1980 STROH YEAR-END LIMITED PARTNERSHIP, 116 Inverness Drive East, Englewood, Colorado 80112; MM&S PARTNERS, 116 Inverness Drive East, Englewood, Colorado 80112; and ENERGETICS CAPITAL LIMITED PARTNERSHIP, 116 Inverness Drive East, Englewood, Colorado 80112, as ASSIGNORS, do hereby grant bargain, sell, assign, transfer and convey unto the ASSIGNEES 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 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 ASSIGNEES.

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 ASSIGNEES, 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. An overriding royalty being reserved herein by ASSIGNORS in the amount of three percent (3%). Said overriding royalty interest shall convert to an undivided fifty percent (50%) working interest and leasehold estate interest upon payout as further defined in Exhibit "A." The term "burdens" as used herein shall be deemed to include all royalties, overriding royalties and production payments and similar lease burdens. If the interest being conveyed to ASSIGNEES herein is less than one hundred percent (100%,) then the overriding royalty interest being reserved by ASSIGNORS and the working interest to which it is convertible shall reduce proportionately.

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. ASSIGNORS agree 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 ASSIGNORS to ASSIGNEES in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

7. ASSIGNORS agree to keep and maintain for ASSIGNEES' account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNORS shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

FILED for record this 27 day of April A.D. 84 at 2 o'clock P.M. and recorded in Book 71 of Mis. on Page 836
FEES $ 12.25
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

201480

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of April 14, 1984, and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Assignment.

A S S I G N O R S

ATTEST:

Louise Switzer
Asst Secretary

ENERGETICS CAPITAL LIMITED PARTNERSHIP
By: ENERGY ASSOCIATES, INC., as General Partner

By: J. T. Reagan mlb
J. T. Reagan, President

ATTEST:

Lou Lentz
Asst Secretary

ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP
By: ENERGY ASSOCIATES, INC., as General Partner

By: J. T. Reagan
J. T. Reagan, President

MM&S PARTNERS

By:
Jordan R. Smith

ATTEST:

Lou Lentz
Asst Secretary

ENERGETICS 1980 STROH YEAR-END LIMITED PARTNERSHIP
By: ENERGY ASSOCIATES, INC., as General Partner

By: J. T. Reagan
J. T. Reagan, President

A S S I G N E E S

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

By:

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of ~~April~~ May, 1984, by J. T. Reagan, President of Energy Associates, Inc., as General Partner on behalf of ENERGETICS CAPITAL LIMITED PARTNERSHIP, a Colorado limited partnership.

Witness my hand and official seal.

My Commission expires:

(SEAL)

Marguerite C. Scott
Notary Public

Name:
Address: My Commission Expires May 13, 1988
6802 South Spotswood Street
Littleton, Colorado 80120

STAT[redacted]LORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of May, 1984, by Jordan R. Smith, as General Partner on behalf of MM&S PARTNERS, a Colorado partnership.

Witness my hand and official seal.

My commission expires:

_____

Marguerite C. Scott
Notary Public

Name: My Commission Expires May 13, 1988
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

(SEAL)

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of May, 1984, by J. T. Reagan, President of Energy Associates, Inc., as General Partner on behalf of ENERGETICS 1980 STROH YEAR-END LIMITED PARTNERSHIP, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires:

_____

Marguerite C. Scott
Notary Public

Name: My Commission Expires May 13, 1988
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner on behalf of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires:

_____

Maria A. Salemmo
Notary Public

Name:
Address:

MARIA A. SALEMMO
NOTARY PUBLIC, State of New York
No. 4716443
Qualified In Westchester County
Commission Expires March 30, 1986

(SEAL)

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN DATED April 17, 1984

SUBJECT WELL: Chapel #10-25, located in Section 25-T28N-R112W

Payout shall be deemed to have occured as of 7:00 A.M. on the first day of the calendar month next following the month in which Assignee has recovered from the proceeds of production of the subject well, after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the subject well plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the subject well to produce such an amount.

ASSIGNEES	PERCENTAGE OF OWNERSHIP	
	BEFORE PAYOUT OF SUBJECT WELL	AFTER PAYOUT OF SUBJECT WELL
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	3.906794%	1.953397%

Subject to the terms and conditions of that certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP, ETAL, ASSIGNORS, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., DATED APRIL 17, 1984

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12466A	Daniel E. Chapel, Widower	James A. Erickson	March 7, 1981,	Township 28 North, Range 112 West Section 25: Lot 2, N½NW¼, SE¼NW¼ Sublette County, Wyoming Limited in depth from the surface to the stratigraphic equivalent of 9,827 feet as encountered in the Energetics Chapel #10-25 Well located in the NW¼, Section 25, Township 28 North, Range 112 West.	61	461

8369

840

840

WY-322
Chapel #10-25 Well

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, INC., a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 ("ASSIGNOR,") does hereby bargain, sell, assign, transfer and convey unto the Assignees ("ASSIGNEES") 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 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. 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 ASSIGNEES' 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 effective for all purposes as of April 17, 1984, and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Assignment.

201481

A S S I G N O R

ENERGETICS, INC.

By: Joseph C. Mencin
Joseph C. Mencin, Agent and Attorney-in-Fact

A S S I G N E E S

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

By:

RECORDED May 24 19 84 2 PM
BOOK 71 O+G PAGE 840
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of April, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
Aug. 7, 1984

(SEAL)

Notary Public

Name:
Address: 6938 E. Exeter Pl.
Englewood, Co 80112

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner on behalf of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires:

Notary Public

Name:
Address:

MARIA A. SALEMMO
NOTARY PUBLIC, State of New York
No. 4716443
Qualified in Westchester County
Commission Expires March 30, 1986

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT FROM ENERGETICS, INC. TO ASSIGNEES LISTED THEREIN DATED APRIL 17, 1984.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	.459659%

Subject to the terms and conditions of that certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS, INC., AS ASSIGNOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM, I, LTD., ETAL, AS ASSIGNEE, DATED April 17, 1984.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12466A	Daniel E. Chapel, Widower	James A. Erickson	March 7, 1981, Effective April 4, 1981	Township 28 North, Range 112 West Section 25: Lot 2, N½NW¼, SE¼NW¼ Sublette County, Wyoming	61	461

SX3

~~842~~
843A

EXHIBIT "C"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS, INC., AS ASSIGNOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ETAL, AS ASSIGNEE, DATED April 17, 1984.

Assignment of Oil and Gas Lease dated April 24, 1981, from James A. Erickson, Assignor, to Energetics, Inc., Assignee, recorded in Book 61 O&G at Page 463 of the records of Sublette County, Wyoming

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 '79 LTD. PARTNERSHIP, 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 extent 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, 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 executuion of this Assignment.

3. An overriding royalty being reserved herein by ASSIGNOR in the amount of 3%. Said overriding royalty interest shall convert to an undivided fifty percent (50%) working interest and leasehold estate interest upon payout as further defined in Exhibit "A". The term "burdens" as used herein shall be deemed to include all royalties, overriding royalties and production payments and similar lease burdens. If the interest being conveyed to ASSIGNEE herein is less than one hundred percent (100%), then the overriding royalty interest being reserved by ASSIGNOR and the working interest to which it is convertible shall reduce proportionately.

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.

RECORDED May 24 19 84 AT 8:44 AM
IN BOOK 71 PAGE 844
FEES $12.00 Lou Switzer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

201492

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of March 19, 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.

ATTEST:

By Lou Switzer
Lou Switzer, Assistant Secretary

Fed. 40-17
EI'79LTD
WY-293

ENERGETICS 1979 LIMITED PARTNERSHIP
BY ENERGY ASSOCIATES, INC., (ASSIGNOR)
GENERAL PARTNER

By J. T. Reagan
J. Thomas Reagan, President

AMERICAN PETROLEUM-ENERGETICS INCOME
AND DEVELOPMENT PROGRAM I, LTD. (ASSIGNE

By David Jones

844

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of May, 1984, by J. Thomas Reagan, President of Energy Assoc-iates Inc., a Wyoming corporation, General Partner, on behalf of Energetics 1979 Limited Partnership, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Residence:

My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 14 day of May, 1984, by Daniel J. Morris, general partner on behalf of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Residence
(City, State)

Address

WINFIELD TAYLOR, JR.
NOTARY PUBLIC, State of New York
No. 4900752
Qualified in Westchester County
Commission Expires March 30, 1985

[redacted] EX[redacted] "A" [redacted]

EXHIBIT "A" TO THAT ASSIGNMENT DATED MARCH 19, 1984,
FROM ENERGETICS '79 LTD. PARTNERSHIP TO ASSIGNEES LISTED THEREIN

SUBJECT WELL: FEDERAL 40-17, SE¼ Sec. 17-T27N-R111W

Payout shall be deemed to have occured as of 7:00 A.M. on the first day of the calendar month next following the month in which Assignee has recovered from the proceeds of production of the subject well, after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the subject well plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the subject well to produce such an amount.

Assignor is the owner of an undivided 7.59663% interest as of the date of this assignment and intends to convey a portion of that interest as listed below.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	.588554%

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED MARCH 19, 1984, FROM
ENERGETICS '79 LTD. PARTNERSHIP TO ASSIGNEES LISTED THEREIN

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12740	USA W-54137	Melvin Meester	3/31/76	INSOFAR AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LANDS: Township 27 North, Range 111 West Section 17: SE¼ from surface to a depth of 10,150' Sublette County, Wyoming	64 O&G	562

857

849

WY-322
Chapel #10-25 Well

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 Deive East, Englewood, Colorado 80112 ("ASSIGNOR,") does hereby bargain, sell, assign, transfer and convey unto the Assignees ("ASSIGNEES") 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 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. 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 warranty or representation 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 ASSIGNEES' 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 effective for all purposes as of April 17, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Assignment.

201483

A S S I G N O R

ENERGETICS, INC.

By: Joseph C Mencin mlb
Joseph C. Mencin, Agent and Attorney-in-Fact

RECORDED May 24 19 84 AT 5 PM
IN BOOK 21 O&G PAGE 849
FEES $12.00 Lucy J. Yeaton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

A S S I G N E E S

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD,

By: David Lowe

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED MARCH 19, 1984, FROM ENERGETICS '79 LTD. PARTNERSHIP TO ASSIGNEES LISTED THEREIN

1. Farmout Option Agreement dated November 27, 1979, by and between Rainbow Resources, Inc., Terra Resources, Inc., Barber Oil Exploration, Inc. and Energetics, Inc.

2. Assignment of Operating Rights dated August 15, 1980, from Rainbow Resources, Inc., Terra Resources, Inc., and Barber Exploration, Inc., as Assignors, to Energetics, Inc., as Assignee, recorded in Book 60 O&G at Page 103.

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT FROM ENERGETICS OPERATING COMPANY TO THE ASSIGNEES LISTED THEREIN DATED APRIL 17, 1984.

ASSIGNEES	PERCENTAGE OF INTEREST
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	.124357%

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of April, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
Aug 7, 1984

Louise Sorlyer
Notary Public

(SEAL)

Name:
Address: 6938 E. Easter Pl.
Englewood, Co 80112

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner on behalf of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires:

Notary Public

Name:
Address:

WINFIELD TAYLOR, JR.
NOTARY PUBLIC, State of New York
No. 4600752
Qualified in Westchester County
Commission Expires March 30, 1985

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS OPERATING COMPANY, AS ASSIGNOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ETAL, AS ASSIGNEES, DATED April 17, 1984.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12466A	Daniel E. Chapel, Widower	James A. Erickson	March 7, 1981, Effective April 4, 1981	Township 28 North, Range 112 West Section 25: Lot 2, N½NW¼, SE¼NW¼ Sublette County, Wyoming	61	461

EXHIBIT "C"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BY AND BETWEEN ENERGETICS OPERATING COMPANY AS ASSIGNOR, AND AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., ETAL, AS ASSIGNEE DATED April 17, 1984.

Assignment of Oil and Gas Leases dated April 24, 1981, from James A. Erickson, Assignor, to Energetics, Inc., a Colorado corporation (as predecessor in interest to Energetics Operating Company), Assignee, recorded in Book 61 O & G at Page 463 of the records of Sublette County, Wyoming.

Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

[redacted] RDED 4 May 24 [redacted] 054
IN BOOK 71 D+G
FEES $10.00 Lois J. Yeaker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WY-322
#10-25

ASSIGNMENT AND AGREEMENT

201484

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"). 116 Inverness Drive East, Englewood, Colorado 80112, and AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. ("Assignee"), 116 Inverness Drive East, Englewood, Colorado 80112.

Recitals

A. Assignor has entered into various contracts, farmouts and other agreements (the "Farmout") 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 leasehold 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 Farmouts; and this Assignment and Agreement is executed to formally 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 leasehold 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 and undivided 4.8102 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 hereafter 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 attributable thereto.

(c) The assignments contained in (a) and (b) of the 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 existing operating agreements, the applicable lease burdens of record and the overriding royalty obligation to Energetics Royalty Corporation.

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 creates 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 recquirements. 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.

Executed this 15th day of May, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

By: [signature]

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of MAY, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/24/86

(SEAL)

Alice N. Bollenbacher
Notary Public

Name: ALICE N. BOLLENBACHER
Address: 155 S. Fairfax St.
Denver CO 80222

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of MAY, 1984, by Daniel J. Morris, as General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

(SEAL)

Notary Public

Name:
Address:

WINFIELD TAYLOR, JR.
NOTARY PUBLIC, State of New York
No. 4500752
Qualified in Westchester County
Commission Expires March 30, 1985

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement by and between Energetics Operating Company, Assignor, and American Petroleum-Energetics Income and Development Program I, Ltd., Assignee, dated May 15, 1984.

LANDS SUBJECT TO THIS AGREEMENT:

Lease No: 12466-B
Lessor: First National Bank of Kemmerer as Trustee of the Fear Family Trust
Lessee: Thomas F. Stroock
Dated: December 29, 1972
Recorded: Book 48 at Page 628

Description:

Township 28 North, Range 112 West
Section 24: Lots 9, 11, SE¼SW¼
Section 25: Lots 2, 5, N½NW¼, SE¼NW¼
Section 26: Lots 1 & 7
Sublette County, Wyoming

CONTRACTS SUBJECT TO THIS AGREEMENT:

Farmout Letter Agreement dated January 5, 1983, from Getty Oil Company, Farmor, to Energetics, Inc. (predecessor in interest to Energetics Operating Company), Farmee.

That certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ENERGETICS, INC., a Delaware 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 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 executuion 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 roylaties 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 effective for all purposes as of March 19, 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.

ATTEST:

ENERGETICS, INC. (ASSIGNOR)

201485

By: Joseph C. Mencin
Joseph C. Mencin
Agent and Attorney-in-Fact
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. (ASSIGNEE

By

RECORDED May 24 19 81 PM
IN BOOK 71 O&G PAGE 857
FEES $ 2.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Fed. 40-17
EI

857

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of May, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics, Inc., a Delaware corporation, on behalf of the Corporation.

WITNESS my hand and official seal.

My commission expires:
5/24/86

Notary Public

Residence DENVER CO
(City, State)

Address 155 S. Fairfax St
Denver Co 80222

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 21 day of MAY, 1984, by Daniel J. Morris, general partner on behalf of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Residence
(City, State)

Address

(SEAL)

WINFIELD TAYLOR, JR.
NOTARY PUBLIC, State of New York
No. 4500752
Qualified in Westchester County
Commission Expires March 30, 1985

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED MARCH 19, 1984 FROM
ENERGETICS, INC. TO ASSIGNEES LISTED THEREIN

ASSIGNEES	PERCENTAGE OF OWNERSHIP
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	1.28632%

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED MARCH 19, 1984, FROM ENERGETICS, INC. TO ASSIGNEES LISTED THEREIN

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12740	USA W-54137	Melvin Meester	3/31/76	INSOFAR AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LANDS: Township 27 North, Range 111 West Section 17: SE¼ from surface to a depth of 10,150' Sublette County, Wyoming	64 O&G	562

EXHIBIT "C"

EXHIBIT "C" TO THAT ASSIGNMENT DATED MARCH 19, 1984,
FROM ENERGETICS, INC. TO ASSIGNEES LISTED THEREIN

1. Farmout Option Agreement dated November 27, 1979, by and between Rainbow Resources, Inc., Terra Resources, Inc., Barber Oil Exploration, Inc. and Energetics, Inc.

2. Assignment of Operating Rights dated August 15, 1980, from Rainbow Resources, Inc., Terra Resources, Inc., and Barber Exploration, Inc., as Assignors, to Energetics, Inc., as Assignee, recorded in Book 60 O&G, Page 103.

862

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 provisions of said Oil and Gas Lease, 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.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of March 19, 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.

ATTEST:

ENERGETICS OPERATING COMPANY (ASSIGNOR)

By: Joseph C. Mencin
Joseph C. Mencin
Agent and Attorney-in-Fact
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. (ASSIGNEE)

By:

201486

RECORDED May 24 19 84 2 PM
IN BOOK 71 B&G PAGE 862
FEES $ 2.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EOC
WY-293
Fed. 40-17

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of MAY, 1984, by Joseph C. Mencin, Attorney-in-Fact of Energetics, Inc., a Delaware corporation, on behalf of the Corporation.

WITNESS my hand and official seal.

My commission expires:
5/24/86

Alice h. Bollenbacher
Notary Public

Residence DENVER COLORADO
(City, State)

Address 155 S. Fairfax St
Denver Co 80222

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of MAY, 1984, by Daniel J. Morris, general partner on behalf of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

_____

Notary Public

Residence _____
(City, State)

Address _____

(SEAL)

WINFIELD TAYLOR, JR.
NOTARY PUBLIC, State of New York
No. 4500752
Qualified in Westchester County
Commission Expires March 30, 1985

864

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED MARCH 19, 1984,
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN

ASSIGNEES	PERCENTAGE OF OWNERSHIP
AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. 116 Inverness Drive East Englewood, Colorado 80112	.094784%

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED MARCH 19, 1984, FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED THEREIN

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12740	USA W-54137	Melvin Meester	3/31/76	INSOFAR AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LANDS: Township 27 North, Range 111 West Section 17: SE¼ from surface to a depth of 10,150' Sublette County, Wyoming	64 O&G	562

EXHIBIT [redacted]

EXHIBIT "C" TO THAT ASSIGNMENT DATED MARCH 19, 1984,
FROM ENERGETICS OPERATING COMPANY TO ASSIGNEES LISTED

1. Farmout Option Agreement dated November 27, 1979, by and between Rainbow Resources, Inc., Terra Resources, Inc., Barber Oil Exploration, Inc., and Energetics, Inc.

2. Assignment of Operating Rights dated August 15, 1980, from Rainbow Resources, Inc., Terra Resources, Inc., and Barber Exploration, Inc., as Assignors, to Energetics, Inc., as Assignee, recorded in Book 60 O&G, Page 103.

RECORDED May 24 19 84 8:07 P.M. 201487
IN BOOK 71 PAGE 807
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WY-293
#40-17 Williams

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"). 116 Inverness Drive East, Englewood, Colorado 80112, and AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. ("Assignee") , 116 Inverness Drive East, Englewood, Colorado 80112.

Recitals

A. Assignor has entered into various contracts, farmouts and other agreements (the "Farmout") 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 leasehold 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 Farmouts; and this Assignment and Agreement is executed to formally 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 leasehold 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 and undivided 6.4761 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 hereafter 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 attributable thereto.

(c) The assignments contained in (a) and (b) of the 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 existing operating agreements, the applicable lease burdens of record and the overriding royalty obligation to Energetics Royalty Corporation.

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

[redacted] [redacted] [redacted]

share [redacted] and to the leasehold estates created by the Leases, the Land and [redacted] 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 recquirements. 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.

Executed this 15th day of May, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

By:

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of MAY 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/24/86

(SEAL)

Alice N. Bollenbacher
Notary Public

Name: ALICE N. BOLLENBACHER
Address: 155 S. Fairfax St
DENVER CO 80222

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

(SEAL)

Notary Public

Name:
Address:

WINFIELD TAYLOR, JR.
NOTARY PUBLIC, State of New York
No. 4500752
Qualified in Westchester County
Commission Expires March 30, 1985

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement by and between Energetics Operating Company, Assignor, and American Petroleum-Energetics Income and Development Program I, Ltd. ("Assignee"), dated May 15, 1984.

LANDS AND LEASES SUBJECT TO THIS AGREEMENT:

Lease No. W-54137
Lessor: U.S.A.
Lessee: Melvin Meester
Dated: April 1, 1976
Description:

Township 27 North, Range 111 West
Section 17: SE¼
Sublette County, Wyoming

CONTRACTS SUBJECT TO THIS AGREEMENT:

Farmout Agreement by and between Williams Exploration Company, as Farmor, and Energetics Operating Company, as Farmee, dated February 10, 1983.

That certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

RECORDED May 24 19 84 8:7 P.M.
IN BOOK 71 OTG PAGE 871
FEES $10.00 Lou G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

201488

WY-293
#40-17 Terra

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"). 116 Inverness Drive East, Englewood, Colorado 80112, and AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD. ("Assignee"), 116 Inverness Drive East, Englewood, Colorado 80112.

Recitals

A. Assignor has entered into various contracts, farmouts and other agreements (the "Farmout") 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 leasehold 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 Farmouts; and this Assignment and Agreement is executed to formally 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 leasehold 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 and undivided 4.7756 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 hereafter 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 attributable thereto.

(c) The assignments contained in (a) and (b) of the 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 existing operating agreements, the applicable lease burdens of record and the overriding royalty obligation to Energetics Royalty Corporation.

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 [redacted] and to the leasehold estates created by the Leases, the Land and Oil 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 recquirements. 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.

Executed this 15th day of May, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

By:

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of May, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of ENERGETICS, INC, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/24/86

Alice N. Ballenbacher
Notary Public

Name: ALICE N. BOLLENBACHER
Address: 155 S Fairfax St
Denver CO 80222

(SEAL)

STATE OF New York)
)ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 22 day of May, 1984, by Daniel J. Morris, as General Partner of AMERICAN PETROLEUM-ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD., a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

Notary Public

Name:
Address:

(SEAL)

WINFIELD TAYLOR, JR.
NOTARY PUBLIC, State of New York
No. 4500752
Qualified in Westchester County
Commission Expires March 30, 1985

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement by and between Energetics Operating Company, Assignor, and American Petroleum-Energetics Income and Development Program I, Ltd., dated May 15, 1984.

LANDS AND LEASES SUBJECT TO THIS AGREEMENT:

Lease No. W-54137
Lessor: U.S.A.
Lessee: Melvin Meester
Dated: April 1, 1976
Description:

Township 27 North, Range 111 West
Section 17: SE¼
Sublette County, Wyoming

CONTRACTS SUBJECT TO THIS AGREEMENT:

Farmout Agreement by and between Terra Resources, as Farmor, and Energetics Operating Company, as Farmee, dated December 2, 1982.

That certain Certificate and Agreement of Limited Partnership by and between Energetics Operating Company, a Colorado corporation, as Operating General Partner, and American Petroleum Corporation, a Nevada corporation, as Administrative General Partner, et al, dated November 1, 1983.

875

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-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Martin E. Doyle III

Address *(include zip code)*
12602 McFeron Rd.
Poway, CA 92064

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Sec. 17: $SW\frac{1}{4}NE\frac{1}{4}$ Contains 40.00 acres. Sublette County, Wyoming.	

201494

RECORDED May 25 1984 8:00 A.M.
IN BOOK 71 O&G PAGE 875
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January , 19 84

Leland Capital Corporation
by Constance Delores Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

[redacted] ASSIGNEE'S REQUEST FOR AP[redacted] OF ASSIGNMENT [redacted]

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 16 day of JANUARY, 1984.

M.E. Doyle
(Assignee's Signature)

12603 McFERON ROAD
(Assignee's Address)

POWAY CA 92064
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,
COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President and~~ MOG Broker, ~~known to me~~ to be the ~~Secretary~~ of Leland Capital Corp, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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 - 550

876

877

WY-322
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, successor 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.

ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP 116 Inverness Drive East Englewood, Colorado 80112	18.47178%
MM&S PARTNERS 116 Inverness Drive East Englewood, Colorado 80112	4.22514%
ENERGETICS CAPITAL LIMITED PARTNERSHIP 116 Inverness Drive East Englewood, Colorado 80112	15.23142%
ENERGETICS, INC., a DELAWARE CORPORATION 116 Inverness Drive East Englewood, Colorado 80112	4.522048%

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provisions of said Oil and Gas Leases, including the landowner's royalties therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.

2. The overriding royalty interests of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and is further subject to an overriding royalty due the Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The Assignment is made without representation or warranty of title, either express or implied.

4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

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.

FILED May 25 84 A.M
BK 71 O&G 877
12-25 Lucy L. Yeker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

201501

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of March 16, 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.

A S S I G N O R

ATTEST:

ENERGETICS OPERATING COMPANY

Joseph C. Mencin, Agent and Attorney-in-Fact

A S S I G N E E S

ATTEST:

ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP
BY: ENERGY ASSOCIATES, INC., AS GENERAL PARTNER

J. T. Reagan, President

MM&S PARTNERS

Jordan R. Smith

ATTEST:

ENERGETICS CAPITAL LIMITED PARTNERSHIP
BY: ENERGY ASSOCIATES, INC., AS GENERAL PARTNER

J. T. Reagan, President

ATTEST:

ENERGETICS, INC., a DELAWARE CORPORATION

Joseph C. Mencin, Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15th day of May, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, on behalf of the Corporation.
Witness my hand and official seal.

My commission expires:
5/24/86

(SEAL)

Alice h. Bollenbacher
Notary Public

Name: ALICE BOLLENBACHER

Address: 155 S. Fairfax St
Denver CO 80222

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of May, 1984, by J. T. Reagan, President of Energy Associates, Inc., as General Partner of ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP, a Colorado limited partnership, on behalf of said partnership. Witness my hand and official seal.

My commission expires:
May 13, 1988

Marguerite C. Scott
Notary Public

~~Name~~: 6892 S. Spotswood St.
Address: Littleton, Colorado 80120

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of May, 1984, by J. T. Reagan, President of Energy Associates, Inc., as General Partner of ENERGETICS CAPITAL LIMITED PARTNERSHIP, a Colorado limited partnership, on behalf of said partnership. Witness my hand and official seal.

My commission expires:
May 13, 1988

Marguerite C. Scott
Notary Public

~~Name~~:
Address: 6892 S. Spotswood
Littleton, Colorado 80120

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this_____day of _____, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of Energetics Inc., a Delaware Corporation, on behalf of the Corporation. Witness my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

Name:_____

Address:_____

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of ~~April,~~ May 1984, by Jordan R. Smith, General Partner of MM&S Partners, a Colorado general partnership, on behalf of the partnership.

WITNESS my hand and official seal.

My commission expires:

May 13, 1988

Marguerite E. Scott
Notary Public

Residence: 6892 S. Spotswood
Littleton, Colorado 80120

EXHIBIT "A"

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT ASSIGNMENT OF OIL AND GAS LEASES DATED March 16, 1984 FROM ENERGETICS OPERATING COMPANY TO ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP, ETAL

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, SE¼SW¼ Section 25: Lots 2, 5, N½NW¼, SE¼NW¼ Section 26: Lots 1 and 7 Sublette County, Wyoming	48	628

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

Lease Serial No. W-65484

Lease effective date 12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
George B. Brothers

Address *(include zip code)*
P.O. Box 144, Wallops Island
Chincoteaque, VA 23337

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 24: SW1/4SW1/4 Containing 40.00 acres Sublette County, Wyoming	

201502

RECORDED May 25 19 84 AM
BOOK 71 O&G PAGE 882
FEE 6.00 Sue J. Yeske COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9 day of January, 1984.

Leland Capital Corporation

By: X [signature]
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, NY 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 883

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 21 day of May , 19 84 .

George B. Brothers
(Assignee's Signature)

P. O. Box 44
(Assignee's Address)

Wallops Island, Virginia 23337
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.

GPO 837 - 559

[redacted] [redacted] Federal #[redacted]
Federal #40-33

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-53094

Lease effective date
January 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Rocky Mountain Oilfinders, Inc.

Address *(include zip code)*

102 Inverness Terrace East, Suite #203
Englewood, Colorado 80112

The undersigned, as owner of TR. I 4.320% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, TR II 2.592%
and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 111 West, 6th P.M.
Tract I - Section 33: Lots 1,2, NE¼SW¼ -- Federal #30-33
Tract II - Section 33: Lots 3,4, N½SE¼
Containing 244.92 acres, more or less
in Sublette County, Wyoming

From the surface of the earth to the stratigraphic equivalent of 10,035 feet, as encountered in the Federal #30-33 well located in the SW¼ of Section 33, T27N-R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 13, 1982 by and between Exxon Corporation and Energetics, Inc.

201503

RECORDED May 25 A.D. 84 PM
IN BOOK 71 OR G. PAGE 884
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I Tract II	4.320% 2.592%
4. Specify interest or percent of operating rights being retained by assignor	Tract I Tract II	None None
5. Specify overriding royalty interest being reserved by assignor	Tract I Tract II	None None
6. Specify overriding royalty previously reserved or conveyed, if any	Tract I Tract II	9.18900% of 8/8ths 5.13608% 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 13 day of April, 1984.
Attest John K. Reynolds

LONE HILL DEVELOPMENT CO.

By: Roy A. Webley
(Assignor's Signature)
Roy A. Webley
President

102 Inverness Terrace East
(Assignor's Address)

Englewood Colorado 80112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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

ROCKY MOUNTAIN OILFINDERS, INC.
102 INVERNESS TERRACE EAST STE. 203
ENGLEWOOD, CO 80112-5305

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.

Attest Clerk V. Clerk

Executed this 13 day of April, 1984.

L. Clark Kiser
(Assignee's Signature)

102 Inverness Terrace East
(Assignee's Address)

L. CLARK KISER
PRESIDENT

Englewood Co 80112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

FORM: Use only for assignment of operating rights [illegible] transfer | and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. [illegible] of final

Residing at 102 Inverness Terrace East
Englewood Co 80112

Notary Public

My commission expires: [illegible]

The foregoing instrument was acknowledged before me this 13 th day of April, 1984, by L. Clark Kiser, President of ROCKY MOUNTAIN OILFINDERS, INC., a Colorado corporation, on behalf of said corporation.

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

[illegible] 1984

Residing at 102 Inverness Terrace East
Englewood Co 80112

Notary Public

My commission expires:

The foregoing instrument was acknowledged before me this 13 th day of April, 1984, by Roy A. Webley, President of Lone Hill Development Company, Inc., a Colorado corporation, on behalf of said corporation.

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

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

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

PART I

Assignee's Name

Rocky Mountain Oilfinders, Inc.

Address *(include zip code)*

102 Inverness Terrace East, Suite #203
Englewood, Colorado 80112

The undersigned, as owner of 4.32% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 111 West, 6th P.M.
Section 33: NW¼SW¼
Containing 40.00 acres, more or less,
in Sublette County, Wyoming

From the surface of the earth to the stratigraphic equivalent of the depth of 10,044 feet as drilled in the Federal #30-33 well, located in the SW¼ of Section 33, T27N-R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated January 10, 1983 by and between Williams Exploration Company and Energetics, Inc., and that certain Farmout Agreement dated October 8, 1982 by and between Terra Resources, Inc., and Energetics, Inc.

201504

RECORDED May 05 19 84 at 8:1 P M
IN BOOK 71 O+G PAGE 884
FEES $6.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	4.32% of 8/8ths
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	1.878% 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.

Attest John K. Reynolds

Executed this 13 day of April , 19 84 .
LONE HILL DEVELOPMENT CO.

BY: Roy A. Webb
(Assignor's Signature)
Roy A. Webb
President

102 Inverness Drive East
(Assignor's Address)

Englewood Colorado 80112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ _____
(Title) (Date)

#12740

NOTE: This form may be reproduced provided that ... one sheet of both sides of this official form is used.

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ROCKY MOUNTAIN OILFINDERS, INC.
~~102 INVERNESS TERRACE EAST STE 203~~
ENGLEWOOD, CO 80112-5305

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.

Attest Clark T. Clark

Executed this 13 day of April, 1984.

ROCKY MOUNTAIN OILFINDERS, INC.

By _____
(Assignee's Signature)

L. CLARK KISER

PRESIDENT

102 Inverness Terrace East, Suite 203
(Assignee's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of April, 1984, by L. Clark Kiser, President of ROCKY MOUNTAIN OILFINDERS, INC., a Colorado corporation, on behalf of said corporation.

My commission expires: 1/28/87

_____
Notary Public

Residing at 102 Inverness Terrace East Englewood Co 80112

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of April, 1984, by Roy A. Webley, President of Lone Hill Development Company, Inc., a Colorado corporation, on behalf of said corporation.

My commission expires: 1/28/87

_____
Notary Public

Residing at 102 Inverness Terrace East Englewood Co 80112

GPO 838 · 844

[redacted] [redacted] WY-650 [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-67178

Lease effective date
April 1, 1979

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Rocky Mountain Oilfinders, Inc.

Address *(include zip code)*
102 Inverness Terrace East, Suite 203
Englewood, Colorado 80112

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)

* Tract I 4.320% Tract II 2.160%
Township 27 North, Range 112 West, 6th P.M.

Tract I Section 1: Lots 1,2, S½NE¼
Tract II Section 1: Lots 3,4, S½NW¼
Containing 320.40 acres, more or less
Sublette County, Wyoming

From the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal 20-1 well, located in the NE¼ of Section 1, T27N-R111W, Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 15, 1982 by and between Dome 1980 Institutional Investors, Ltd., TCLP Resources USA Ltd., and Energetics, Inc.

501505

RECORDED May 25 ..... 19 84 ..... P.M.
IN BOOK 21 OYG ..... PAGE 888
FEES 6.00 ..... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	~~Tract I~~ Tract II	~~4.320%~~ 2.160%
4. Specify interest or percent of operating rights being retained by assignor	Tract I&II	NONE
5. Specify overriding royalty interest being reserved by assignor	Tract I&II	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	~~Tract I~~ Tract II	~~10.189%~~ 6.000%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 13 day of April, 1984.

Attest John K. Reynolds

LONE HILL DEVELOPMENT CO.
By Roy A. Webley
(Assignor's Signature)
Roy A. Webley
President

102 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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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ROCKY MOUNTAIN OILFINDERS, INC.
102 INVERNESS TERRACE EAST STE. 203
ENGLEWOOD, CO 80112-5305

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 12th day of April, 1984, by Roy A. Webley, President of Lone Hill Development Company, Inc., a Colorado corporation, on behalf of said corporation.

My commission expires:

July 22, 1984

Notary Public

Residing at 102 Inverness Terrace East
Englewood Co 80112

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of April, 1984, by L. Clark Kiser, President of ROCKY MOUNTAIN OILFINDERS, INC., a Colorado corporation, on behalf of said corporation.

My commission expires:

July 22, 1984

Notary Public

Residing at 102 Inverness Terrace East
Englewood Co 80112

INSTRUCTIONS

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

Englewood Co 80112
(City) (State) (Zip Code)

Executed this 13 day of April, 1984.

10 Inverness Terrace East
(Assignee's Address)

(Assignee's Signature)

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

PART II

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

[redacted] [redacted] Northern Pros[redacted]

STATE OF WYOMING

COUNTY OF SUBLETTE

ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT, made this 17th day of May, 1984 from General Hydrocarbons 1980 Oil & Gas Program, a Montana limited partnership ("Assignor"), unto Guaranty Capital Investors, Ltd., a Montana limited partnership ("GCIL"), and the individuals and entities named below (together with GCIL, the "Assignees").

WITNESS THAT:

WHEREAS, Assignor is the owner of the undivided portion reflected on Exhibit A hereto of the working interest in the oil and gas leases more fully described on said Exhibit A; and

WHEREAS, General Hydrocarbons, Inc., a Minnesota corporation ("GHI"), is the sole general partner, GCIL is the special limited partner, and GHI and the Assignees other than GCIL are all of the remaining limited partners of Assignor; and

WHEREAS, Assignor is being dissolved and liquidated pursuant to the terms of its agreement and certificate of limited partnership, as amended, and agreement among its partners, including GHI and Assignees; and

WHEREAS, in connection with such dissolution and liquidation, Assignor, Assignees and GHI agree and the agreement and certificate of limited partnership of Assignor provides, that the interests of Assignees, in their respective capacities as partners of Assignor, in the oil and gas leases described in Exhibit A hereto shall be distributed to Assignees; and

WHEREAS, in connection with such dissolution and liquidation, GHI and GCIL agree that the interests of GHI, in its capacity as the general partner of Assignor, in the oil and gas leases described in Exhibit A hereto shall be distributed to GCIL;

NOW THEREFORE, 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, Assignor does hereby sell, transfer, assign and convey unto the following named Assignees, in the proportions set out opposite each such Assignee's name, all of its right title and interest in and to the oil and gas leases described in Exhibit A hereto, together with the rights incident thereto and to any well equipment and personal property situated thereon, appurtenant thereto or used or obtained in connection therewith:

James H. Brodie .06496%
1972 Grand Avenue
St. Paul, Minnesota 55105

Crawdad Enterprises, Inc. .12993%
P. O. Box 15831
New Orleans, Louisiana 70175

Raymond H. Eckles .06496%
9950 Brockton Lane
Maple Grove, Minnesota 55369

James T. Halom .12993%
6232 Idylwood Lane
Edina, Minnesota 55436

201517

RECORDED May 29 1984 8:00A M
IN BOOK 71 Deeds 890
FEES $15.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Elmore
890

Harold W. Julien and Rose Marie Julien 1308 Sunset Cody, Wyoming 82414	.25986%
Mark B. Kilen 824 Medical Arts Building Duluth, Minnesota 55802	.06496%
Leland J. Larson 1808 Otonka Ridge Sioux Falls, South Dakota 57103	.06496%
Elbert Loewenstein P. O. Box 92 Stamford, Nebraska 68977	.06496%
James E. Rhude P. O. Box 66 Hibbing, Minnesota 55746	.12993%
Stephen H. Springer 345 East 57th Street New York, New York 10022	.12993%
Jon P. Tierney 1127 Medical Arts Building Minneapolis, Minnesota 55402	.12993%
Guaranty Capital Investors, Ltd. 200 Transwestern II Building P. O. Box 31515 Billings, Montana 59107-1515	98.76569%

This Assignment is subject to: (1) the terms of such oil and gas leases; (2) any intermediate assignments thereof; (3) any overriding royalties or other burdens out of which or with respect to any production from which such oil and gas leases are encumbered, including, without limitation, any overriding royalties or burdens described in Exhibit B hereto, without regard to whether such overriding royalties or burdens have been placed of record as of the date hereof; and (4) the provisions of the agreements described in Exhibit B hereto, including any reversionary interests provided for in such agreements. Assignees hereby assume and agree to pay their proportionate part of any of such overriding royalties and burdens and accept the assignment made hereby subject thereto and to the terms of such agreements.

This Assignment is made without representation of warranty of title, either express or implied.

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 estates hereby assigned.

IN WITNESS WHEREOF, this instrument is executed as of the year and date first above written.

GENERAL HYDROCARBONS 1980 OIL AND GAS PROGRAM, a Montana limited partnership
By General Hydrocarbons, Inc., as Managing General Partner

ATTEST:

Robin R. Lovell
Assistant Secretary

By Wayne H. Chestnut
Wayne H. Chestnut
President

ATTEST:

Robin R. Lovell
Assistant Secretary

(SEAL)

GENERAL HYDROCARBONS, INC.

By Wayne H. Chestnut
Wayne H. Chestnut
President

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

BEFORE ME personally appeared Wayne H Chestnut and Robin R Lovell to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Asst. Secretary of the above-named GENERAL HYDROCARBONS, INC., the corporation that is the general partner of the Partnership named in the foregoing instrument, and severally acknowledged to and before me that they executed such instrument as such President and Asst. Secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 17th day of May, 1984.

2-20-87
My Commission Expires

Joanne S Johnson
Notary Public

EXHIBIT "A"

Attached to and made a part of the Assignment of Oil and Gas leases by and between General Hydrocarbons 1980 Oil and Gas Program and James H. Brodie, et al., dated May 17, 1984

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 3	48	628

[redacted] [redacted] [redacted]

Northern Prospect

EXHIBIT "B"

Attached to and made a part of that Assignment of Oil and Gas Leases dated May 17, 1984 by and between General Hydrocarbons 1980 Oil and Gas Program (Assignor) and James H. Brodie, et al. (Assignee).

Part II

This assignment is made subject to the following items, whether or not they appear of record.

(1) Note in the amount of $750,000.00 dated October 5, 1982, and Assignment and Security Agreement, dated October 5, 1982, between General Hydrocarbons 1980 Oil and Gas Program and First Bank (N.A.) - Billings, Billings, Montana.

(2) Agreement between MM&S Partners and General Hydrocarbons 1980 Oil and Gas Program.

(3) Operating Agreement between Energetics, Inc. (Operator) and General Hydrocarbons 1980 Oil and Gas Program (Non-operator).

(4) Overriding Royalty to Energetics Royalty Participation Plan.

804

895
896

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-65484

Lease effective date
12-1-78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

June L. Miller

Address *(include zip code)*
901 N. Ferndale
Fullerton, CA 92631

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Sec. 24: NE¼NW¼ Contains 40.00 acres. Sublette County, Wyoming.	

201518

RECORDED May 29 1984 8:00A M
IN BOOK 71 Deed 895
FEES $6.00 Laura Yake COUNTY CLERK
SUBLETTE WYOMING
by Dorothy M. Stowe

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, 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 9th day of January , 19 84 .

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

[redacted] [redacted] [redacted]

NOTE: This form [redacted] reproduced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted]

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-65482

Lease effective date
2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Joel Ferrell, Jr.

Address *(include zip code)*
1002 Forrest Drive
Tullahoma, Tenn. 37388

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 PM

Sec. 17: $NE\frac{1}{4}NE\frac{1}{4}$

Contains 40.00 acres.

Sublette County, Wyoming.

Assignment approved as to lands described below

201519

RECORDED May 29 1984 8:02 A.M.
IN BOOK 71 Misc. 897
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M. Stevens

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9 day of January , 19 84 .

Leland Capital Corporation
by Constance Delois Hamilton 141 S. Central Park Ave.
(Assignor's Signature) (Assignor's Address)

Hartsdale, New York 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 [redacted] ions of 43 CFR 3106. [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 [redacted]) 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 February, 1984.

June Lee Miller
(Assignee's Signature)

901 No. Fernadale
(Assignee's Address)

Fullerton, Ca. 92631
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,
COUNTY OF Los Angeles } ss.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

ON January 9th, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the ~~President, and~~ MOG BROKER, ~~of the~~ ~~Secretary~~ of Leland Capital Corp.

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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

868

→ Record Book 885

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-65482

Lease effective date 2-1-79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

George R. Beck

Address *(include zip code)*

24153 Gilmore Street
Canoga PK, CA 91307

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 29 N., R. 103 W., 6th PM Section 13: NE1/4NW1/4 Containing 40.00 acres Sublette County, Wyoming	

201520

RECORDED May 29 1984 8:00 A.M.
IN BOOK 71 Deed 892
FEES $6.00 Leland Yeh
SUBLETTE 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%

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 9 day of January, 1984.

Leland Capital Corporation

By: _____
(Assignor's Signature)

141 S. Central Park Ave.
(Assignor's Address)

Hartsdale, NY 10530
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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]orm in accord-

[redacted] ASSIGNEE'S REQUEST FOR A [redacted] L 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 16TH day of JANUARY, 1984.

Jeff Hamilton
(Assignee's Signature)

1002 FOREST DRIVE
(Assignee's Address)

FRANKLIN TN 37358
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON January 9, 19 84,
before me, the undersigned, a Notary Public in and for the said State, personally appeared Constance Delois Hamilton, known to me to be the President and MOG Broker, known to me to be the ~~Secretary~~ of Leland Capital Corp.
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

OFFICIAL SEAL
DENNIS MCCARTHY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 18, 1984

Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Pres. & Sec.—Wolcotts Form 226—Rev. 3-64

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.

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The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 859